

# TERMS OF USE (TOU)

Effective as of April 2014

**IMPORTANT** – THIS IS A LEGAL AGREEMENT BETWEEN YOU (referenced here as “You” or with “your”) AND JAI MEDICAL SYSTEMS MANAGED CARE ORGANIZATION, INC. (referenced herein as “Jai Medical Systems” or with “our”). YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE (this “TOU”) AS THEY GOVERN YOUR ACCESS TO AND USE OF THE JAI MEDICAL SYSTEMS WEBSITES FOUND AT THE [jaimedicalsystems.com](http://jaimedicalsystems.com) AND ANY MOBILE VERSION THEREOF (REFERENCED HEREIN TOGETHER AS THE “JAI MEDICAL SYSTEMS WEBSITE”). JAI MEDICAL SYSTEMS IS WILLING TO LICENSE TO YOU THE RIGHT TO ACCESS AND USE THE JAI MEDICAL SYSTEMS’ WEBSITE ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS TOU. IF YOU DO NOT AGREE, PLEASE EXIT THE JAI MEDICAL SYSTEMS WEBSITE IMMEDIATELY.

## TERMS AND CONDITIONS

- LICENSE GRANT.** This TOU provides You with a personal, revocable, limited, non-exclusive, non-transferable, and non-sublicenseable license to use the Jai Medical Systems Website solely for your personal use and conditioned on your continued compliance with this TOU. You may print materials and information from the Jai Medical Systems Website solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. Notwithstanding the foregoing, You may not (i) use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit the Jai Medical Systems Website (or any part thereof) in any manner not expressly permitted by this TOU, (ii) reverse engineer, decompile, disassemble, translate, or create any derivative work of the Jai Medical Systems Website (or any part thereof); (iii) access, link to, or use any source code from the Jai Medical Systems Website (or any part thereof); or (iv) erase or remove any proprietary or intellectual property notice contained in or on the Jai Medical Systems Website (or any part thereof or materials therefrom).
- USER OBLIGATIONS.** By accessing or using the Jai Medical Systems’ Website, You also agree to be responsible for and to abide by all applicable local, state, national, and international laws, regulations, rules, and guidelines with respect to your own use of the Jai Medical Systems Website. In addition, You agree to assume all responsibility for compliance with this TOU and for your use, and the results of your use, of the Jai Medical Systems Website.
- PROPRIETARY RIGHTS.** The contents of the Jai Medical Systems’ Website, including all software, designs, text, graphics, images, photographs, illustrations, audio and video materials, artwork, databases, user interfaces, visual interfaces, sounds, artwork, computer code (including html code), products, information, and documentation, as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of the Jai Medical Systems Website unless otherwise indicated, are owned, controlled, and licensed by Jai Medical Systems. Any rights granted hereby are expressly licensed. Jai Medical Systems does not grant any implied right to You or any other person and does not transfer or assign any ownership or intellectual property interest or title in or to the Jai Medical Systems Website (or any part thereof) to You or anyone else. The Jai Medical Systems Website is **Copyright © 2005-2014 Jai Medical Systems Managed Care Organization, Inc.** and/or its licensors. JAI MEDICAL SYSTEMS, JAI MEDICAL SYSTEMS Plus Logo Design and all other names, logos, and icons identifying Jai Medical Systems and its products and services are proprietary trademarks of Jai Medical Systems, and any use of such marks, including, without limitation, as domain names or account identifiers, without the express written permission of Jai Medical Systems is strictly prohibited.
- PRIVACY.** Please see our [Privacy Policy](#) for information relating to the collection and use of personally identifiable information in connection with your use of the Jai Medical Systems Website. Please see our [Notice of Privacy Practices](#) for a notice of Jai Medical Systems’ privacy practices for protected health information.
- LINKS TO OTHER SITES.** Jai Medical Systems may provide links, in its sole discretion, to other websites or online social networks (or pages) for your convenience in locating or accessing related information, products, and services. These sites, networks, and pages have not necessarily been reviewed by Jai Medical Systems and are maintained by third parties over which Jai Medical Systems exercises no control. Accordingly, Jai Medical Systems expressly disclaims and shall not have any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites, networks, or pages. Moreover, these links do not imply an endorsement with respect to any third party, any website, network, or page, or the products or services provided by any third party.
- FEEDBACK.** Jai Medical Systems welcomes your feedback and suggestions about Jai Medical Systems’ products or services or with respect to how to improve the Jai Medical Systems’ Website. But, by transmitting any feedback or suggestions and any related information, material, or other content (collectively, “feedback”) to Jai

Medical Systems, You represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that You have all rights necessary to convey such feedback to Jai Medical Systems. In addition, any feedback received by Jai Medical Systems will be deemed to include from You a royalty-free, perpetual, irrevocable, transferable, and non-exclusive right and license for Jai Medical Systems to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed, and for the full term of any rights that may exist in the information, material, or content related to such feedback, and You hereby waive any claim to the contrary.

7. **GENERAL WARRANTY DISCLAIMER.** THE JAI MEDICAL SYSTEMS WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. JAI MEDICAL SYSTEMS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE JAI MEDICAL SYSTEMS WEBSITE AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. JAI MEDICAL SYSTEMS ALSO DOES NOT REPRESENT OR WARRANT THAT THE JAI MEDICAL SYSTEMS WEBSITE WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE JAI MEDICAL SYSTEMS WEBSITE IS WITH YOU.
8. **MEDICAL DISCLAIMER.** Jai Medical Systems does not endorse any specific surgical techniques, methods of treatment, physicians, products, or other information presented on this website. The Site is for informational or educational purposes only. The Site is not intended to replace discussions with a healthcare provider or medical advice, diagnosis, or treatment. All decisions regarding patient care should be made with a physician or other qualified healthcare provider. Do not disregard or delay seeking professional medical advice based on the Site. Please contact a medical professional or call 911 if You are experiencing a medical emergency.
9. **LIMITATION OF LIABILITY.** You acknowledge and agree that Jai Medical Systems shall not be liable or responsible for any claim, damage, or loss resulting from a cause beyond Jai Medical Systems’ control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or other natural disasters, strikes or other labor problems, wars, or governmental restrictions. Further, Jai Medical Systems assumes no liability or responsibility for the clinical diagnosis, treatment methods or other patient services of any physician listed on this Site. Information about the physicians listed on this website is provided for user convenience and does not constitute endorsement of any physician by Jai Medical Systems. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL JAI MEDICAL SYSTEMS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS OR FOR LOST DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE JAI MEDICAL SYSTEMS WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF JAI MEDICAL SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF JAI MEDICAL SYSTEMS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE JAI MEDICAL SYSTEMS WEBSITE, RESULTS FROM USE OF THE JAI MEDICAL SYSTEMS WEBSITE, OR FOR ANY CLAIMS RELATING TO THIS TOU SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD).
10. **ENFORCEMENT.** Jai Medical Systems wishes to maintain the Jai Medical Systems’ Website as a helpful resource for all of its users. As it relates to Jai Medical Systems, You therefore have no reasonable expectation of privacy while using the Jai Medical Systems Website because Jai Medical Systems reserves the right to view, monitor, and/or record activity on the Jai Medical Systems Website (in accordance with applicable law) and to comply with government or court appointed authorities when necessary. Actual or attempted unauthorized use of the Jai Medical Systems Website may also result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. You shall therefore not, nor shall You permit any third party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by Jai Medical Systems for use of or with the Jai Medical Systems Website. Moreover, You also acknowledge that any breach, threatened or actual, of this TOU by You may cause irreparable injury to Jai Medical Systems and/or its licensors, such injury would not be quantifiable in monetary damages, and Jai Medical Systems and/or its licensors would not have an adequate remedy at law. You therefore agree that Jai Medical Systems and/or its licensors (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU. Accordingly, You hereby waive any requirement that Jai Medical Systems or its licensors post any bond or other security in the

event any injunctive or equitable relief is sought by or awarded to Jai Medical Systems to enforce any provision of this TOU.

11. **TERM & TERMINATION.** This TOU will take effect (and may re-apply) at the time You click “[I ACCEPT](#),” register, respond to a request for information or materials, and/or begin accessing or using the Site, whichever is earliest. Jai Medical Systems reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraud, illegal activity, or actions or omissions that violate any term or condition of this TOU, to terminate this TOU with You and your right to access and use the Jai Medical Systems Website in order to protect its name, business, or goodwill and/or any other user. You acknowledge and agree that Jai Medical Systems shall have the sole right to determine in its reasonable discretion whether You are engaging in any unauthorized activity and/or violating any term or conditions of this TOU. Jai Medical Systems shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this TOU in accordance with this section. You may also terminate this TOU at any time by ceasing to use the Jai Medical Systems Website. However, all applicable provisions of this TOU will survive termination, as outlined below. Any licenses from Jai Medical Systems and any right to use the Jai Medical Systems Website shall immediately cease upon termination of this TOU. The provisions concerning feedback, Jai Medical Systems’ ownership rights, warranty disclaimer, limitation of liability, governing law, enforcement, termination, and the miscellaneous terms will survive the termination or expiration of this TOU for any reason.
12. **GOVERNING LAW.** This TOU has been made in and will be construed and enforced solely in accordance with the laws of the State of Maryland, U.S.A., as applied to agreements entered into and completely performed in the State of Maryland. The state or local courts in the State of Maryland will have exclusive jurisdiction and venue over all controversies in connection with this TOU, and You hereby consent to such exclusive and personal jurisdiction and venue.
13. **SPECIFIC PROGRAMS; OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions, including, without limitation, Jai Medical Systems’ [Privacy Policy](#) or [Notice of Privacy Practices](#) may apply to participation in particular programs or the use of content or information available from or provided to Jai Medical Systems. You agree to abide by such other notices, terms, and conditions (as applicable). If there is a conflict with this Agreement, Jai Medical Systems’ obligations, if any, with respect to its services, programs, and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing should be construed to alter such terms, conditions, notices, and agreements. Nevertheless, your end use of the Jai Medical Systems Website shall be pursuant to this Agreement.
14. **MISCELLANEOUS.** The relationship between You and Jai Medical Systems is and shall be that of independent contractors and nothing in this TOU shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee. You may not assign or otherwise transfer this TOU or the license granted hereunder or delegate any of your duties specified herein, in whole or in part, without Jai Medical Systems’ prior written consent. Any attempt of assignment, delegation, or transfer in violation of this TOU shall be void, of no effect, and a material breach of this TOU. Notwithstanding the foregoing, Jai Medical Systems may assign this TOU in whole or in part. Moreover, Jai Medical Systems may delegate its rights and responsibilities or use contractors or agents to fulfill its obligations under this TOU. Failure by Jai Medical Systems to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of that or any subsequent default or failure of performance. In the event any provision of this TOU is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, You agree that unless it materially affects the entire intent and purpose of this TOU, the invalidity, voidness, or unenforceability shall affect neither the validity of this TOU nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. Headings are for convenience only and have no legal or contractual effect. This TOU and Jai Medical Systems’ [Privacy Policy](#), which is hereby incorporated by reference as if set forth fully herein, represent the entire agreement between You and Jai Medical Systems with respect to subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Jai Medical Systems with respect to the Jai Medical Systems Website. Please note that Jai Medical Systems reserves the right to change the terms and conditions of this TOU and by which the Jai Medical Systems Website is extended to You by providing notice of such changes on this webpage or providing in writing or electronically a copy of such revised terms (or notice thereof). Jai Medical Systems also has the exclusive right to provide updates, upgrades, and/or changes to any aspect of the Jai Medical Systems Website at any time. Your continued use of the Jai Medical Systems Website following any such change to such Website will be deemed acceptance of any change to this TOU or the Jai Medical Systems Website.