

Terms of Service

These Terms of Service (the "Agreement") and the policies referred to herein contain the complete terms and conditions that apply to your use of the products and services being offered by and through www.veinstent.com, related application(s), and all affiliated web sites or software products/components/training modules owned and operated by VeinStent.com, LLC (collectively, the "VS Services"). As used in this Agreement, "VS", "we," "us," and "our" refer to VeinStent.com, LLC and any of its subsidiaries, and "USER" or "you," "your(s)," refers to you and any person or entity acting your behalf.

USER ("YOU") ACKNOWLEDGES AND AGREES TO ACCEPT THESE TERMS OF SERVICE BY (1) CLICKING "I AGREE" WHEN SUCH OPTION IS PRESENTED TO USER, OR (2) BY LAUNCHING, ACCESSING, DOWNLOADING OR OTHER USE OF THE VS SERVICES OR VS CONTENT.

VS may modify this Agreement's terms and conditions at any time without notice. Continued use of the VS Services after a change in this Agreement, or after implementation of any other new policy constitutes acceptance of such change or policy. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, YOU DO NOT HAVE AUTHORIZATION TO CONTINUE MAKING USE OF THE VS SERVICES.

1. VS ACCOUNT SERVICES AND FEES

The VS Services allow you to access and review certain proprietary information for limited time and after paying a fee. Some of the information provided by the VS Services may be supplied by third parties who are solely responsible for the accuracy and timeliness of the information provided. Specifically, VS provides the VS Services to you for informational purposes only. The VS Services and VS Content are offered on an as-is basis and all sales of same are final and non-refundable. Subject to and conditioned upon User's payment of the fees and User's strict compliance with the terms and conditions of this Agreement, VS grants to User a limited, non-exclusive, non-transferable, non-sublicensable license to use the VS Content and VS Services for the term of this Agreement, which license may be revoked in accordance with the terms and conditions of this Agreement.

You can access and use the VS Services and VS Content subject to the licensing terms and access restrictions set forth in these Terms of Service for so long as your account remains ACTIVE. Your account shall be deemed ACTIVE for ninety (90) days after the earliest date payment of the VS FEE is received in hand by VS. Thereafter, your account shall be deemed INACTIVE and all your rights to access and use the VS Services and VS Content shall immediately terminate and revert back to VS. Your account shall also be deemed INACTIVE upon the issuance of any return or chargeback of the VS FEE for any reason. If you are found by VS, in VS's sole discretion and judgment, to have violated any of these Terms of Service, VS may cancel your account and deem it INACTIVE without any further obligation to you.

2. ABOUT THE VS CONTENT

All text, graphics, audio, video, data or other content which comprise the VS Services (collectively the "VS Content") are provided to you by VS, or authorized third parties, for the sole purpose of using the VS Services as contemplated herein. Access and review of the VS Content, including but not limited to the videos, is granted on a conditional basis by VS, and you must fully comply with any and all terms and conditions of such access as VS may require. VS is not, and shall not become, a party to any agreement between you and any medical provider,

caregiver or patient, and you acknowledge, understand and agree that VS shall have no liability whatsoever for your use of the VS Services.

The medical devices and techniques illustrated by and through the VS Services and VS Content may constitute off-label stent use in veins in the United States or other territories. VS cannot, and does not, represent, warrant or guarantee that viewing the VS Content will properly or adequately prepare, enable or qualify you to competently, lawfully or correctly perform any procedures or render any advice or services. VS likewise cannot, and therefore does not, represent, warrant or guarantee that any method, procedure or observations contained within the VS Content are suitable, safe, or appropriate for all persons, practitioners or patients. Use of the VS Services and VS Content does not provide any credentials or privileges. Training or information provided by and through the VS Services and VS Content does not replace the necessary medical training and experience required to perform surgery. Nothing in the VS Services or VS Content makes expressed or implied promises or commitments to you. This includes any promise or commitment that the you will be certified to perform any procedure.

The VS Content available through the VS Services are for informational purposes only and are not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. Neither the VS Content nor any other service offered by or through the VS Services is intended to be for medical diagnosis or treatment. Persons accessing the VS Services and VS Content assume full responsibility for the use of the information and agree that VS is not responsible or liable for any claim, loss, or damage arising from the use of the information. VS does not recommend, promote or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" prescription drug or medical device uses or other information that may be mentioned or illustrated in the VS Services or VS Content. Your use of the VS Services or VS Content is solely at your own risk.

The VS Services and VS Content are not intended to provide medical advice or physician instruction on the appropriate use of products produced or supplied by third parties. Information provided should not be used for diagnostic or training purposes. Surgeons or others who are considering conducting vein stent surgery or any other type of surgical procedure shall only do so after successfully completing required medical training and certification as well as the relevant training mandated in the professional guidelines of their own hospital, institution, or society - including training on the use of vein stents when required.

3. PRIVACY POLICY

Please review VS's [Privacy Policy](#), which is incorporated by reference as if fully set forth herein. The Privacy Policy details our use and collection of information from you in connection with the use the VS Services and VS Content.

4. USAGE GUIDELINES

The VS Services are being offered to you for your personal, single person viewing and non-commercial use only. You agree to use the VS Services for informational purposes only.

Any and all other uses which are unlawful or in violation of these Terms of Service are prohibited. VS reserves the right, in its sole discretion, to refuse service, terminate accounts, remove or edit content, or diminish or enlarge its content offerings.

5. YOUR ACCOUNT

Your Account must be in your own, real name and may never be shared or used for any purpose, or in any manner, not authorized by these Terms of Service. You must safeguard your account access credentials and you may not share or disclose them to others. At its sole discretion, VS may alter, cancel or delete your account, and any stored information associated therewith, at any time and without prior notice.

VS prohibits the use of your account in any manner associated with the transmission, distribution or delivery of any unsolicited bulk or unsolicited commercial e-mail ("Spam"). You may not use any VS Services to send Spam. You also may not deliver Spam or cause Spam to be delivered to any customers of the VS Services.

If VS believes that unauthorized or improper use is being made of any VS Services, it may, without notice, take such action as it, in its sole discretion, deems appropriate, including blocking messages from a particular internet domain, mail server or IP address, and deleting or canceling access to VS Content. VS may immediately terminate any account on any service which it determines, in its sole discretion, is transmitting or is otherwise connected with any e-mail that violates this policy.

6. EMAIL POLICY

In accordance with our [Privacy Policy](#), we may periodically contact you regarding promotions, offers, products or services from VS via email, SMS text message and/or other methods. We may also periodically contact you regarding your account status, or other matters relevant to you. You may opt out of receiving communications from us at any time. You also have the ability to choose to remove your name from the list for receiving emails at any time by following the instructions contained within the emails, and to remove your name from list to receive texts by texting STOP in reply at any time.

7. INTELLECTUAL PROPERTY AND GRANT OF LIMITED, REVOCABLE RIGHTS TO USER

The materials and services provided for and depicted through the VS Services and VS Content are protected by copyright, trademark, patent and other intellectual property laws.

You shall not copy, distribute, display, modify, share, publically perform, create derivative works of, publish, intertwine or sell the VS Services or VS Content or any information, software, or services provided by VS hereunder.

The VS Services and VS Content may be modified from time to time by VS in its sole discretion and without notice to you.

Except as expressly set forth herein, no license is granted to you for any other purpose, and any other use of the VS Services or the VS Content by you shall constitute a material breach of this Agreement. Nothing in this Agreement shall affect any rights of VS, or its licensors and assignors, in the VS Services or VS Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets or other intellectual property rights. No license, right or interest in any copyrights, trademarks, patents or trade secrets of VS or any third party is granted to you, by implication or otherwise, under this Agreement.

All your rights to access and use the VS Services and VS Content shall automatically cease and terminate on the date upon which your account becomes INACTIVE under this Agreement.

8. USER REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

At VS's invitation, you may submit feedback, reviews, comments, and ratings, send e-mails and other communications; and submit suggestions, ideas, comments, questions, or other information to VS (collectively "USER Created Content"). VS may use this USER Created Content for any purpose, including commercial publication and distribution to other USERS and third parties without any obligation to you whatsoever.

However, you may not submit, post or create any USER Created Content that is illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties or objectionable, or which consists of or contains software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false advertising or health/building/fire code violations. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any USER Created Content you submit to VS or create or post by and through the VS Services. VS reserves the right (but not the obligation) to delete, remove or edit such content, but does not regularly review, monitor or moderate USER Created Content.

If you do submit USER Created Content, and unless we indicate otherwise, you grant VS a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, publically perform and display such content in any media, format or mode of communication throughout the universe. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify VS for all claims resulting from content you supply. VS has the right but not the obligation to monitor and delete, edit or remove any activity or content, including but not limited to content that violates the standards set forth in these Terms of Service, as determined by VS in its sole discretion. VS takes no responsibility and assumes no liability for any content submitted by you or any third party.

9. ACCESS AND INTERFERENCE

By using the VS Services, you agree not to:

- Use any robot, spider, scraper or other automatic device, process or means to access the VS Services for any purpose without VS's express written permission;
- Take any action that imposes or may impose (in VS's sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Implement any manual processes to monitor or copy VS Content from the VS Services without express written permission;
- Utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the VS Services;
- Impersonate or deceive any person or entity for any reason whatsoever; and
- Defame, liable or slander any person or entity, or take action to violate the intellectual property rights of another.

In addition, you agree, understand and acknowledge that upon any breach of this Agreement, you shall immediately cease accessing the VS Services and Content.

10. LIABILITY LIMITATIONS

IN NO EVENT SHALL VS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH (I) ANY USE OF THE VS SERVICES, INCLUDING THE VS CONTENT , (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE VS SERVICES OR THE VS CONTENT, OR (III) THE PERFORMANCE OR NON-PERFORMANCE OF ANY PROCEDURE ILLUSTRATED IN THE VS CONTENT OR VIA THE VS SERVICES, IRRESPECTIVE OF WHETHER VS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT CAUSED BY VS'S NEGLIGENCE, TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW. IN ADDITION, YOU SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING YOU TO THE VS SERVICES BY REFERRAL, LINK OR ANY OTHER MEANS IS NOT LIABLE TO YOU FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE VS SERVICES OR VS CONTENT.

VS IS NEITHER AN AGENT OF NOR IS CONNECTED/AFFILIATED WITH ANY LICENSURE OR CREDENTIALING ORGANIZATION. VS IS NOT LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH A YOUR DECISION TO PRACTICE, IMPLEMENT OR USE ANY INFORMATION PROVIDED BY THE VS SERVICES OR THE VS CONTENT. IN NO EVENT SHALL VS'S LIABILITY EXCEED THE AMOUNT PAID FOR THE VS SERVICES OR VS CONTENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY IN SUCH STATES. VS MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

11. DISCLAIMER OF WARRANTY

THE INFORMATION, PROGRAMS, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED BY AND THROUGH THE VS SERVICES, INCLUDING, WITHOUT LIMITATION, THE VS CONTENT, ARE PROVIDED TO YOU ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. VS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE VS SERVICES, THE VS CONTENT AND ANY RELATED PRODUCTS, SERVICES OR MATERIALS PROVIDED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING. USER USES AND RELIES ON THE VS SERVICES, THE VS CONTENT AND ANY RELATED PRODUCTS, SERVICES OR MATERIALS PROVIDED HEREUNDER EXCLUSIVELY AT USER'S OWN RISK.

12. INDEMNIFICATION

User agrees to indemnify and hold harmless VS, its subsidiaries, parent and sister companies, affiliates and all of their respective directors, officers, employees and agents, against all claims and expenses, including reasonable attorneys' fees, arising out of or related to, any breach by you of any term or provision of these Terms of Service or applicable law, or any use of VS Services or VS Content. User specifically agrees that in the event of any third party claims, damages, losses or injuries arising from or related to User's use of or reliance on the VS

Services or VS Content, including, but not limited to, any claims in any way related to medical procedures performed by User after using, or in any way in reliance on the VS Services or VS Content, User will indemnify and hold VS harmless from any and all such claims, damages, costs and expenses (including attorneys' fees) related thereto.

13. REMOVING CONTENT FROM THE VS SERVICES

IF YOU BELIEVE ANY PART OF THE VS SERVICES OR VS CONTENT INFRINGES UPON YOUR INTELLECTUAL PROPERTY you can report same pursuant to applicable law and request that it be taken down.

Providing us with complete information will help us investigate your inquiry. We ask that you submit a separate notice for each instance where the content appears, specifying (i) the specific VS Services or Content; (ii) the date and time you contend the such appeared in the VS Services or Content; and (iii) whenever possible, a screen shot of the specific item at issue.

If you believe that your intellectual property has been copied or infringed upon in a way and is part of the VS Services or VS Content, you may notify us as set forth below and/or pursuant to the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information when providing notice of claimed copyright infringement:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that the complaining party "in good faith believes that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law"; and
- A statement that the "information in the notification is accurate", and "under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"

The above information must be submitted as a written, faxed or emailed notification to the following Designated Agent:

Shaneta Ward
Attn: DMCA Agent
971 Lakeland Drive
Suite 401, East Tower
Jackson, MS 39216

DMCANOTICE@VEINSTENT.COM

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS'

FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

This information should not be construed as legal advice, for further details on the information required for valid DMCA notifications, see 17 U.S.C. 512(c)(3).

Please note that a copy of each legal notice we receive may be sent to the Chilling Effects project (<http://www.chillingeffects.org>) for publication and annotation. Chilling Effects is a joint project between law schools in the United States that seeks to provide a database and information on the requests to remove information from the internet. Chilling Effects will redact the submitter's personal contact information (i.e. phone number, e-mail and address)

14. LINKS TO THIRD PARTY SITES

VS Services may contain hypertext links to Web sites operated by parties other than VS, such as those operated by third party vendors or our advertisers. Such hypertext links are provided for your reference only. VS does not control such Web sites and is not responsible for their content. VS's inclusion of any hypertext links to such Web sites does not imply any endorsement of the material on such Web sites or any association with their operators.

15. SEVERABILITY

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

16. NO ASSIGNMENT

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by you, but may be so transferred, assigned or delegated by VS without notice to you.

17. WAIVER

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

18. CHOICE OF LAW & FORUM SELECTION CLAUSE

This Agreement shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with the laws of the State of Mississippi, USA, without regard to conflicts of laws principles.

USER AGREES THAT ANY CONTROVERSIES, CLAIMS OR DISPUTES ARISING BETWEEN USER AND VS, WHETHER IN TORT OR IN CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THESE TERMS OF SERVICE, OR THE VS SERVICES AND CONTENT, WHETHER ARISING BEFORE OR AFTER THE TERMINATION OF THIS AGREEMENT, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. SUCH ARBITRATION SHALL BE BEFORE A PANEL CONSISTING OF THREE

ARBITRATORS AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI METROPOLITAN AREA. SUCH ARBITRATION SHALL BE BINDING UPON BOTH YOU AND VS AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE SELECTION OF THE ARBITRATORS, WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH ARBITRATION FROM THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES.

THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. PROVIDED, HOWEVER, MATTERS OF \$1,500 OR LESS IN ALLEGED VALUE (BEFORE COSTS, INTEREST AND ALLOWABLE ATTORNEYS' FEES, IF ANY) MAY BE FILED IN ANY COURT WITH JURISDICTION THEREOVER AND THERE TRIED BY ANY PARTY, UNLESS COUNTER-CLAIMS OR OTHER CLAIMS IN AN AMOUNT IN EXCESS OF \$1,500 (SUBJECT TO THE SAME EXCLUSIONS) ARE ASSERTED BY ANY PARTY. IN THE LATTER CASE, THE ENTIRE MATTER AND ALL CLAIMS BEFORE THE COURT SHALL BECOME SUBJECT TO BINDING ARBITRATION HEREUNDER UPON WRITTEN REQUEST OF ANY PARTY FILED WITH THE COURT WITHIN THIRTY (30) CALENDAR DAYS OF ACTUAL NOTICE OF THE FILING OF SUCH COUNTER-CLAIMS OR OTHER CLAIMS.