

PORTAL ACCESS AGREEMENT

CONTRACT FOR PORTAL ACCESS

This Access Agreement (“Agreement”) is entered into this day between OrthoRefresh.com LLC, a South Dakota limited liability company (“Ortho”) and the user of this Portal. As used herein “Portal” shall mean orthorefresh.com and any information, code, language, photographs, descriptions, or other items or information of any kind whatsoever that may be accessed by entering this site. By entering the Portal you are agreeing to the terms this Agreement and acknowledge your understanding that this Agreement is legally binding as between you and Ortho. If you do not accept these terms and conditions you should not access or continue with the utilization of this portal.

NOT FOR MEDICAL TREATMENT

Do not use this website for any medical emergencies and, if you have a medical emergency, you should call a physician, qualified healthcare provider, or 911 immediately. Under no circumstance should you attempt to self-treat based on anything you see or read in this portal. The information provided in this portal is for informational and educational purposes only and is not intend as professional medical advice, diagnosis, treatment, or care, nor is it intended to be a substitute therefore. You should always seek advice of your competent physician or qualified health provider licensed to practice within you jurisdiction with any questions you have regarding treatment of a patient or yourself. You should never disregard professional medical advice because of something you read in this Portal.

DISCLAIMER OF WARRANTIES

This Portal and contents are provided AS IS and AS AVAILABLE. While Ortho endeavors to provide information that is correct, accurate, current, and timely, it makes no representations, warranties, or covenants, express or implied, regarding the Portal and content including, without limitation, any representation, warranty, or covenant that the information contained herein is of merchantable quality or fit for any particular purpose.

LIMITATION OF LIABILITY

In no event shall Ortho be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental, or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment, or any other loss incurred in connection with the user’s use, misuse, or reliance upon information contained with the Portal or user’s inability to use the Portal, regardless of the cause and whether arising in contract, tort, or otherwise. This is applicable regardless of whether Ortho knew or should have know of the potential for such damage.

UTILIZATION

Any party using the Portal agrees that utilization of the Portal is limited and controlled exclusively by Ortho. Some portions of the Portal may be used free of charge and others are subject to separate payment for the utilization thereof. In each case the content of the Portal is protected by copyright law and is owned by Ortho and its licensors or the party providing such

information. Except as granted in the limited license provided for herein, any use of the content, including modification, transmission, presentation, distribution, republication or other exploitation of the Portal, whether in whole or in part, is prohibited without those express written consents.

LAW, VENUE, TERMS AND CONDITIONS

This Agreement shall be governed and construed under and in accordance with the laws of the State of South Dakota. Any dispute arising hereunder shall be venued exclusively in the state courts of South Dakota, County of Minnehaha. This provision may be pled as a bar to any action commenced elsewhere and any party commencing any action in another venue shall be responsible for the costs and attorney fees of the party required to challenge the same and having it moved to said venue. In any dispute arising directly or indirectly hereunder Ortho shall be entitled to recover, in addition to any actual damages, its' attorney fees, costs, and expenses incurred in such action.