

Terms and conditions of use agreement between User and Iowa Ortho

The websites of Iowa Ortho and its affiliates ("Iowa Ortho") are comprised of various Web pages and websites operated by Iowa Ortho, including but not limited to our home page

The Iowa Ortho websites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein and subject to the Privacy Policy and other terms, policies and procedures which may be posted on a Web page or website ("Terms of Use"). Your use of an Iowa Ortho website constitutes your agreement to all such terms, conditions, and notices and Privacy Policy.

If you do not agree with the terms of these Terms of Use, please do not use our websites.

Modification of these terms of use

Iowa Ortho reserves the right to change the terms, conditions, and notices under which the Iowa Ortho websites are offered at any time, so please refer to them periodically. If you disagree with the changes to these Terms of Use, discontinue your use of the websites. Your ongoing use of the websites after the changes take effect signifies your agreement to the new terms. We encourage you to review the Terms of Use regularly.

Links to third party sites

The Iowa Ortho websites may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Iowa Ortho and Iowa Ortho is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Iowa Ortho is not responsible for webcasting or any other form of transmission received from any Linked Site. Iowa Ortho is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Iowa Ortho of the site or any association with its operators.

No unlawful or prohibited use

As a condition of your use of the Iowa Ortho websites, you warrant to Iowa Ortho that you will not use the Iowa Ortho websites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Iowa Ortho websites in any manner which could damage, disable, overburden, or impair the Iowa Ortho websites, result in the unauthorized disclosure or use of personally identifiable or otherwise sensitive information or interfere with any other party's use and enjoyment of the Iowa Ortho websites. You may not use the data or information on the Iowa Ortho websites for commercial purposes. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Iowa Ortho websites. By way of example, and not as a limitation, you agree that, when visiting or using a Iowa Ortho website, you will: (a) not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity of others); (b) not post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented, pornographic, misleading, fraudulent, otherwise objectionable material of any kind or any other material that may violate any applicable laws or violate or infringe any third party rights or violate any confidentiality obligations; (c) not use any website for illegal purposes; (d) not advertise or offer to sell or buy any goods or services for any business purpose unless such website specifically allows such messages; (e) not conduct or forward surveys, contest, pyramid schemes or chain letters; (f) not harvest or otherwise collect information about others, including email addresses, without their consent; (g) comply with all requirements, procedures, policies of the website and all applicable laws and regulations including U.S. export control laws, policies, procedures, laws, regulations and directives governing privacy and the Terms of Use posted on the websites; (h) not take any action that imposes, or may impose, in the sole discretion of Iowa Ortho, an unreasonable or disproportionately large load on the infrastructure or otherwise be disruptive including but not limited to "flooding" any group with posts; (i) not to upload, post, use or otherwise make available any content that contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment; or (j) not use information or data on an Iowa Ortho website for commercial purposes.

Use of communication services

The Iowa Ortho websites may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services at your own risk and that you are solely responsible for the contents of your private and public communications, whether uploaded, posted, emailed or otherwise transmitted. You agree only to post, send and receive messages and material that are proper and related to the particular Communication Service and otherwise in compliance with these Terms of Use and any other applicable terms of use. Iowa Ortho has no obligation to monitor the Communication Services. However, Iowa Ortho reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Iowa Ortho reserves the right to terminate your access to any or all of the Communication Services or website at any time without notice for any reason whatsoever. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Iowa Ortho does not control or endorse the content, messages or information found in any Communication Service and, therefore, Iowa Ortho specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Users are not authorized Iowa Ortho spokespersons, and their views do not necessarily reflect those of Iowa Ortho. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Password and Username

Access to some content accessible from this website may be password controlled. By registering for an account, a password and the right to use the protection portions of an Iowa Ortho website, you are certifying that you are authorized to access and use the website and agree to be bound by Terms of Use (and any additional terms required for access to password controlled content) and that the username and password are unique to you. You are solely responsible for maintaining the confidentiality of your username and password. Iowa Ortho makes no representations or warranties relating to the security of your username and password on Iowa Ortho's servers, and shall not be liable under any circumstances for any loss or damage arising out of the disclosure of your user name and/or password to any third party. You are advised that you could be held liable for losses incurred by Iowa Ortho as a result of the misuse of your user name, password or account.

Personally Identifiable or otherwise sensitive data and information

Some of the websites include personally identifiable or otherwise sensitive data or information. You acknowledge and agree that, by your use of such websites: (a) you are an authorized user of the website; (b) you will use this website in accordance with the Privacy Policy, Terms of Use and other posted use requirements; (c) you will use your best efforts to maintain all personally identifiable and otherwise sensitive information in the highest confidence and only use such information for such purposes consistent and in accordance with the posted Privacy Policy, Terms of Use and other posted use requirements.

Materials provided to Iowa Ortho or posted at Iowa Ortho Website

Iowa Ortho does not claim ownership of the materials you provide to Iowa Ortho (including feedback and suggestions) or post, upload, input or submit to any Iowa Ortho website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Iowa Ortho, its affiliates, employees, contractors, leadership, members, service providers, advisors, accountants, auditors, other professional advisors and temporary employees, permission to use your Submission in connection with Iowa Ortho's legitimate interests consistent with the programs and services offered by and through Iowa Ortho including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Iowa Ortho is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Iowa Ortho's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Liability Disclaimer

You agree to use the Iowa Ortho website at your own risk, and you are solely responsible for the contents of your private and public communications, whether uploaded, posted, emailed or otherwise transmitted.

There are no warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for any particular purpose, title or non-infringement regarding the information, programs, products or services included in or available through the Iowa Ortho websites and, the extent permitted by applicable law, all such information, programs, products or services are provided on an "AS-IS" basis.

In no event shall Iowa Ortho be liable for any direct, indirect, incidental, special, exemplary, consequential or punitive damages (including, but not limited to, procurement of substitute goods or services; loss of use, data (including usernames and/or passwords), damage to software or hardware, lost profits or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the Iowa Ortho websites even if advised in advance of the possibility of such damage. If you are dissatisfied with any portion of the Iowa Ortho websites, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Iowa Ortho websites.

Disclosure

Iowa Ortho reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Iowa Ortho's sole discretion.

Termination and Access Restriction

Iowa Ortho reserves the right, in its sole discretion, to terminate your access to the Iowa Ortho websites and the related services or any portion thereof at any time, without notice.

International Use

The websites, including the information provided on the websites, is designed for and intended for users in the United States. We make no representation that the websites are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the websites from territories where the content is illegal is prohibited. If you choose to access the websites from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

Indemnification

Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, and suppliers, from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the websites. We reserve the right to assume control of the defense of any third party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Trademarks

All trademarks appearing on the Services are the property of their respective owners, including, without limitation, Iowa Ortho, Iowa Ortho, LLC and Iowa Ortho or any of their affiliates. No right, license or interest to such trademarks is granted by these Terms of Use.

General

To the maximum extent permitted by law, these Terms of Use and the Privacy Policy are governed by the laws of the State of Iowa, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Polk County, Iowa, U.S.A. in all disputes arising out of or relating to the use of the Iowa Ortho websites. Use of the Iowa Ortho websites is

unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Iowa Ortho as a result of this agreement or use of the Iowa Ortho websites. Iowa Ortho's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Iowa Ortho's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Iowa Ortho websites or information provided to or gathered by Iowa Ortho with respect to such use. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, these Terms of Use and the Privacy Policy constitute the entire agreement between the user and Iowa Ortho with respect to the Iowa Ortho websites superseding all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Iowa Ortho with respect to the Iowa Ortho websites. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Iowa Ortho may assign these Terms of Use at any time as part of the sale to, merger with, or other transfer.