



OrthoAxis, LLC

www.doortoaxis.com

Terms of Use Agreement

General

This Agreement governs the use of OrthoAxis, LLC, its directory websites, and all associated services related to the websites (collectively, the "Sites"), which are owned and operated by OrthoAxis, LLC. ("OrthoAxis", "us", "our", "we"), the legal owner of the Sites. By accessing or using the Sites, you are agreeing to comply with, and be bound by, the following terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you should not use the Sites. This Agreement may be amended or terminated at any time by us, without notice to you. The latest Agreement will be posted on the Sites, and you should review this Agreement prior to using the Sites. We may discontinue, change or restrict your use of the Sites for any reason without notice. Moreover, we reserve the sole and absolute discretion and right to deny, revoke, or otherwise restrict the access privileges of any user, that at any time fails to comply with these Terms of Use, including the right to block access from a particular Internet address to the Sites.

Use of Content & Ownership

You acknowledge that the Sites contain information, software, photographs, audio and video clips, graphics, text, images, illustrations, designs, icons, links and other material that are protected by copyright, trademark or other proprietary rights of OrthoAxis, or third parties, including but not limited to product names, logos, designs, titles, and words or phrases which may be registered in certain jurisdictions (collectively, the "Content"). The Sites as a whole are protected by copyright and trade dress, all worldwide right, title and interest in and to, which are owned by OrthoAxis.

The phrase "doortoaxis.com" is a trademark owned by OrthoAxis. Other trade names and trademarks present on the Sites appear with the permission of their respective owners, or appear under principles of "fair use." Unless otherwise noted, by using a third party's trademark or trade name on the Sites, we do not intend to suggest any affiliation with, or endorsement of, such third party or its products or services, and we hereby expressly disclaim any such affiliation or endorsement.

You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on, or accessed through, the Sites. Users of the Sites may use the Content only for their personal, non-commercial use in accordance with the limits of "fair use" under applicable copyright law. OrthoAxis may make available through the Sites sample and actual forms, checklists, and other documents (collectively the "Documents"). OrthoAxis hereby grants you limited rights and permission to use the Documents for your personal, non-commercial purpose without any right to re-license, sublicense, distribute, assign or transfer such rights. You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as otherwise expressly permitted in this Agreement. Except as expressly permitted by "fair use" principles of applicable copyright law, no copying, storage, redistribution or publication of any Content is permitted without the express permission of OrthoAxis, the owners of such Content,

or their authorized persons, if other than OrthoAxis. No right, title, or interest in any downloaded materials or software is transferred to you as a result of any downloading or copying. You may not reproduce (except as expressly provided above), modify, publish, distribute, sell or exploit in any way, in whole or in part, any of the Contents, the Sites, or any related software, except in accordance with the limits of "fair use" under applicable copyright law. Use of the Content or any related software which is not expressly permitted by these Terms of Use constitutes a breach of these Terms of Use, and may also constitute a violation of copyright, trademark, and other law.

Rules of Conduct

The Sites are intended to be used for lawful purposes only. You may have the opportunity to transmit or otherwise make available information, images, or other content on the Sites ("User Content"). You may not post on the Sites any content which (a) is libelous, false, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as content which infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or violates HIPAA Privacy Rules; or (d) otherwise violates any applicable law or reputation. You may not post on the Sites any links to any external Internet sites that are obscene or pornographic. You may not impersonate any person or entity, falsely state, or otherwise misrepresent your affiliation with any person or entity. You shall not use the Sites for any commercial purpose, not expressly approved by OrthoAxis, nor shall you distribute any "spam," advertising or solicitation of funds or goods and services, or solicit users to join competitive online services. You agree that, in submitting User Content, you will only submit User Content that is reasonably related to the subject matter of the online discussion or Sites, as applicable. You are expressly prohibited from using our Sites to post or transmit any material that could constitute, or encourage, conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

As further conditions to your use of the Sites and the Content, you further specifically agree that you will not:

- Upload, email or otherwise transmit any images or other Content that invade the privacy of any third party, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials (such as music, videos, games, images, and text in electronic form) can easily be copied, modified, and sent over networks (such as the Internet). These materials may not be transmitted over the Sites without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.
- Transmit materials that contain any Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

- Seek to use for financial gain the Sites, related computer facilities, or information available on the Sites.
- Use the Sites in a manner that could disable, overburden, or impair the Sites or interfere with any other party's use and enjoyment of the Sites.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Sites.
- Use the Sites for any purpose that is unlawful or prohibited by these Terms and Conditions.

User Content/Correspondence

On specific areas of our Sites you will be allowed to submit User Content. We do not prescreen User Content. OrthoAxis shall have, in its sole discretion, the right to edit, refuse, remove or move any User Content from the Sites.

Please understand that we do not control, and do not necessarily endorse, any User Content. When you access User Content, you do so at your own risk, and we expressly disclaim responsibility for the User Content.

We disclaim all responsibility or liability arising from User Content, and assume no responsibility for any error, omission, defamation, falsehood, obscenity, or threat contained in any information posted on the Sites or transmitted through the Sites. We have no obligation to respond to any User Content, and we reserve the right, but undertake no duty, to review, edit, move, or delete, in our sole discretion and without notice.

Towards these ends, we reserve the right in our discretion (i) to monitor your use of the Sites, your profile, and email and other User Content transmitted through the Sites, (ii) to restrict or foreclose access to the Sites, and (iii) to take other actions we reasonably deem necessary. Due to this monitoring, you cannot expect that communications through our Sites will remain "private" or otherwise free from our review. Please refer to our Privacy Policy for a precise statement concerning your expectations of privacy.

The nature of our Sites is interactive and public. By posting User Content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. All User Content shall be the property of OrthoAxis. You agree that we may use or disclose User Content in any manner. Moreover, we shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions, or techniques contained in any User Content you send to the Sites for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services using such information.

Privacy Policy

We will only use the information you provide on the Sites in accordance with our Privacy Policy. For more information, see our complete Privacy Policy.

Third Party Information and Links

Certain content from third parties may be made available as part of the Sites. This content is believed to be reliable, but we do not endorse, sanction, verify, or guarantee the accuracy or completeness of such content, and OrthoAxis makes no warranty as to the accuracy of any such information. The Sites may contain links to other sites on the Internet that are owned and operated by our business partners, third party vendors, or other third parties. Clicking on such a link to a third party website will cause you to leave the Sites. The links are only provided as a convenience and we do not endorse any of these sites. We do not control the third party sites and, therefore, we are not responsible for the content of any third party website, or any link contained in any third party website. By using the Sites to link to another website, you agree and understand that you may not make any claim against us for any damages or losses resulting from your use of the Sites to link to a third party website. Concerns regarding any third party service, resource, or link should be directed to the particular outside service or resource. Access to other sites linked to the Sites is at your own risk, and we disclaim all liability with regard to your access to such linked web sites. In addition, we do not necessarily endorse, sanction, or verify sites that link to the Sites, even if the logo or mark of doortoaxis.com or OrthoAxis is used as part of the link to the Sites.

Advertisers

The Sites may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Sites is accurate and complies with applicable laws. You agree that OrthoAxis shall not be responsible for the illegality or any error, inaccuracy, or problem in the advertiser's or sponsor's materials. You also agree that OrthoAxis shall not be responsible or held liable for loss, damage or disputes resulting from dealing with advertisers or advertisements on the Sites.

Registration

Certain sections of, or offerings from, the Sites may require you to register. If registration is requested, you agree to provide us with accurate, complete registration. Each registration is intended for your personal use only, and you are responsible for preventing (a) any other person from using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. Such use of the Sites is prohibited.

Alleged Infringement

If you believe that materials posted on the Sites infringe rights you enjoy under copyright law in specific materials (collectively, a "Work"), we request that you follow the procedure described below to notify us of your concerns or objections, or disable access to material that you believe infringes your Work. If you believe materials posted on this Site infringe the copyright in your Work, your concerns should be directed to our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) to respond to such concerns (our "Designated Agent"):

OrthoAxis, LLC
Attn: Copyright Dispute
P.O. Box 47
Chili, WI 54420
USA

You should notify our Designated Agent of your concerns as follows:

- (i) Place your concerns in writing, and sign the document;
- (ii) Identify the Work, which you believe is being infringed;
- (iii) Identify the material on our Sites which you believe infringes your Work, and identify this material in a sufficient manner to permit us to locate the material without undue searching; and
- (iv) Provide in your notice sufficient information for us to contact you, including an address, telephone number, and, if available, an e-mail address.

To qualify for protection hereunder, you must in good faith believe the challenged use is unauthorized, and all statements in your notice must be accurate, and signed under penalty of perjury.

Upon receipt of a proper notice in the form specified above (a "Notice"), we may remove or disable access to the materials on the Sites which you assert infringe your Work, and notify the person or persons responsible for the allegedly infringing materials (the "Respondent") that we have removed or disabled access to the materials. Under the Digital Millennium Copyright Act, the Respondent has an opportunity to dispute your claim that his or her materials infringe your Work. The Respondent may provide us with a "counter-notification." Upon receipt of a proper counter-notification, we will act as provided in the Digital Millennium Copyright Act.

Errors, Corrections and Changes

We do not represent or warrant that the Sites will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on, or through, the Sites will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Sites at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Sites.

You acknowledge that documents posted to, and Content available at, the Sites may contain computer viruses. Should you download any such materials from the Sites, IT IS YOUR RESPONSIBILITY TO PERFORM ANY SCANNING OR OTHER ANTI-VIRUS PRECAUTIONS AS YOU DEEM NECESSARY. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY MATERIALS DOWNLOADED FROM THE SITES. YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITES.

Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subsidiaries, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates harmless from and against any and all liabilities, losses, claims, demands, disputes of any kind, including without limitation, reasonable

attorneys' fees and costs of litigation resulting from or related to your violation of this Agreement or use of the Sites.

Disclaimer of Warranties

YOU AGREE THAT USE OF OUR SITES IS ENTIRELY AT YOUR OWN RISK. THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. ORTHOAXIS DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS WITHIN THE SITES, AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS, OMISSIONS OR INACCURACIES IN THIS INFORMATION AND MATERIALS, WITHIN THE SITES. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, ACCURACY, COMPLETENESS, CURRENCY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS WITHIN THE SITES.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL ORTHOAXIS BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES, LOSS OF INFORMATION, PROGRAMS OR OTHER DATA) ARISING FROM OR THAT RESULT FROM ACCESS TO, USE OF, OR INABILITY TO USE THE SITES, OR DUE TO ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE INTERNET, EVEN IF ORTHOAXIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WE SHALL HAVE NO LIABILITY FOR:

- ANY LOSS OR FAILURE TO PERFORM OUR OBLIGATIONS DUE TO FORCE MAJEURE, TELECOMMUNICATIONS FAILURE, OR CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL;
- ANY ERRORS, OMISSIONS, INACCURACIES, DELAYS OR INTERRUPTIONS IN RESPECT OF THE CONTENT OR OUR SERVICES; OR
- ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE SITE'S CONTENT OR OUR SERVICES.

Miscellaneous

This Agreement shall be governed by, and construed, in accordance with the laws of the State of Wisconsin (without regard to conflict of law principles). Any dispute arising under this Agreement shall be resolved exclusively by the state or federal courts sitting in the county or judicial district which includes Chili, Wisconsin.

We make no representation that the information in the Sites is appropriate or available for use in locations outside the United States, and access to the Sites from locations where the provision of such information may be illegal, is prohibited. Users who determine to access the Sites from such

locations do so on their own initiative and are responsible for compliance with all applicable local laws.

This Agreement and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale, or merger.

If any provision of this agreement is held illegal, invalid, or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is held illegal, invalid, or unenforceable, it shall be replaced, to the extent possible, with a legal, valid, and enforceable provision that is similar in tenor to the illegal, invalid, or unenforceable provision as is legally possible.

To the extent that anything in, or associated with, the Sites is in conflict or inconsistent with this Agreement, this Agreement shall take precedence.

Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision, nor of the right to enforce such provision.

Our rights under this Agreement shall survive any termination of this Agreement.

The title, headings and captions of this Agreement are provided for convenience only and shall have no effect on the construction of the terms of this Agreement.

Last Updated: December 5, 2018

