

Terms of Use

The following are terms of a legal agreement between you and Polaris Medical Group, LLC (PMG). These Terms and Conditions of Use ("Terms and Conditions") apply to your use of and registration with the "Site".



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Please Read these Terms and Conditions Before Accessing, Browsing, or Otherwise Using the Site

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site. If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

Right to Change, Modify or Delete the Terms and Conditions

Polaris Medical Group, LLC ("PMG") reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

Privacy

Please refer to PMG's Privacy Policy for information regarding the Company's collection, use, and storage of users' information.

Use of Site Content

This Site and all the information it contains, or may in the future contain, including, but not limited to, articles, memoranda, bulletins, reports, press releases, opinions, text, directories, guides, photographs, illustrations, trademarks, trade names, service marks, and logos (collectively, the "Content"), is the property of PMG, and is protected from unauthorized copying and dissemination by U.S. Copyright law, trademark law, international conventions, and other intellectual property laws. Certain of the trademarks and logos displayed on the site are owned by third parties. Except as we have described in these Terms of Use, nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any Content displayed on this Site, through the use of framing or otherwise, without the prior written permission of PMG or such third party that may own the trademark or copyright of material displayed on this Site.

PMG encourages and permits links to Content on the Site. However, PMG is an organization committed to the highest professional standards. Therefore, PMG does not grant any license or other permission for links or other use of the Site or its Content if such use or link: (a) suggests that PMG promotes or endorses any third party's causes, ideas, political campaigns, web sites, products or services, (b) copies, displays, disseminates or otherwise uses the Content without PMG's express written consent, or (c) uses the Content for commercial purposes. Furthermore, PMG does not grant its consent for links to the Site where the linking party engages in any Prohibited Conduct (as described in these Terms of Use). We reserve the right to withdraw permission for any link at any time.

Subject to your full compliance with these terms, PMG authorizes you to view the Content, make a single copy of it, and print that copy, but only for your own lawful, personal, noncommercial use, provided that you maintain all copyright, trademark and other intellectual property notices contained in such Content, and provided that the Content, or any part thereof, is not modified.

Responses To Online Requests

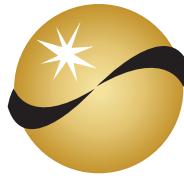
From time to time, PMG may offer to provide information or materials via e-mail or otherwise to interested persons. PMG reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

Prohibited Conduct

You may use the Site for lawful purposes only. You may not upload to, or distribute or otherwise publish through

the Site, any Content that is any of the following:

- is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to PMG in the Company's sole discretion;
- contains computer viruses, worms, moles or other contaminating or destructive elements;
- violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity;
- contains any false or misleading statement;
- contains advertising; or
- otherwise violates any applicable criminal or civil law. You may not use the Site for any commercial purpose and may not distribute over the Site any solicitation of funds, goods and services. In addition, you may not use the Site to solicit subscribers to join other online information services that are competitive with the Site.



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Content Management and Removal

PMG does not and cannot review generally the content posted by users of the Site ("Users' Content") and is not responsible for such Users' Content. However, PMG reserves the right to cancel your access to these areas and/or delete, move, or edit any Users' Content (including messages posted in any forum) that it may determine, in its sole discretion, violates the Terms of Use. You shall remain solely responsible for all Users' Content posted by you or by any other person using your account. PMG shall have the right, but not the obligation, to correct any errors or omissions in any Users' Content, as it may determine in its sole discretion.

PMG prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to PMG at the below address, giving a written statement that contains the following information: (a) an identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) an identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. PMG will remove any posted submission that infringes the copyright or other intellectual property right of any person under U.S. law upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. PMG's contact for submission of notices under this section is: General Counsel, Polaris Medical Group, 13236 N 7th Street, Suite 4-255, Phoenix, AZ 85022

Non-Endorsement

PMG does not represent or endorse the accuracy or reliability of any Users' Content displayed, uploaded, posted on any message board, or otherwise distributed through the Site by any subscriber, information provider or any other third party. PMG expressly disclaims any liability related to Users' Content, and you acknowledge that any reliance upon such Subscriber Content shall be at your sole risk.

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that PMG is not responsible for the availability of, or the content or software applications located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

Subscriber Qualifications

When registering with or applying to PMG you must provide accurate, complete, and current registration information and you agree to provide PMG with any updates to that information promptly after such changes occur.



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Individual subscriptions to the Site are available only to persons who are at least 18 years of age. Minors may receive access keys or user id/passwords only as part of an authorized group subscription. Your right to use the Site is personal to you and cannot be transferred to any other person.

You shall be responsible for obtaining communication services, computer equipment and other products or services necessary to access and use the Site. You shall be responsible for all charges associated with accessing and maintaining a connection to the Site including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

Registrant Information

Unless you elect otherwise by making the appropriate selection on the PMG personal information page, PMG shall have the right to disclose certain limited registrant information including, but not limited to, the registrant's name, e-mail and mailing address, to affiliates, partners and third party vendors for the purpose of providing registrants with information about products and services. PMG shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does not reveal the personal identity of any individual registrant. PMG shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of PMG. For additional information, see the Company's Privacy Policy.

Third Parties

PMG may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. PMG has no responsibility for these third-party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers.

Access to and Availability of the Site

The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

Restriction, Suspension or Termination

PMG reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason without prior notice or liability and without any obligation to refund any portion of fees paid for any product or service.

PMG may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

Disclaimer of Warrantees

THE SITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER PMG, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

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UNDER NO CIRCUMSTANCES SHALL PMG NOR ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, PAST OR PRESENT OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES ATTORNEYS, LICENSORS OR INFORMATION PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF PMG, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification

You hereby agree to indemnify, defend and hold PMG, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information providers (collectively, the "PMG Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by PMG or any PMG Representative in connection with any claim arising out of any use or alleged use by you of this site or arising out of or in relation to any breach by you of the Terms and conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. PMG reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate reasonably with PMG's defense of such claim.

The Terms and Conditions shall be construed in accordance with the laws of the State of Arizona, without regard to conflict of laws principles.

Entire Agreement

The Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

No Amendment or Waiver

The Terms and Conditions may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default, unless such a waiver is in

writing and signed by an authorized representative of PMG.



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Privacy

Polaris Medical Group, LLC and its affiliates ("PMG" or "we") are committed to protecting the privacy of the personally-identifiable information that we collect from you as you use this Web site (the "Site"). The scope of PMG's commitment is detailed in this Privacy Policy. By submitting information, you agree to PMG's use of such information as described herein. Please see our Terms of Use for more information about our online policies in general.

What personally identifiable information is collected?

PMG collects personally-identifiable information on certain areas of the Site when users register, request publications or other information, sign up for conferences and events, apply for jobs, and participate in user posting areas, such as bulletin boards, discussion forums, and surveys. The personally-identifiable information collected may consist of information that you provide, such as names, mailing addresses, e-mail addresses, telephone and fax numbers. In addition, PMG may collect certain information that you do not visibly enter, such as your IP address, browsing pattern on the Site, click stream, and the status of cookies placed on your computer by PMG, as described below.

How may PMG use my personally-identifiable information?

PMG uses your personally-identifiable information to fulfill your requests for information, to process your requests to participate in conferences and events, or for such other business purposes as you may initiate or request. We may keep any of your personally-identifiable information on file and use it to contact you for business purposes. PMG also uses personally-identifiable information to perform statistical analyses of user behavior in order to measure interest in specific areas and information posted on our Site. PMG uses personally-identifiable information collected from cookies and IP addresses as described below. PMG may provide your personally-identifiable information to any of its affiliates worldwide for such purposes.

Are cookies and IP addresses used?

The Site uses cookies to identify you and your interests and to track usage of the Site. Cookies are small pieces of text stored on your computer that help us know which browser you are using and where you have been on the Site and on Web sites to which you may link in order to use some of our features. By accepting our cookie, you will be permitted access to certain pages of the Site without having to log in each time you visit. A user who does not accept the cookie from the Site may not be able to access certain areas of the Site. PMG also logs IP addresses, or the location of computers on the Internet, to help diagnose problems with our server and to administer the Site. If you prefer not to accept a cookie, you can set your web browser to warn you before accepting cookies, or you can refuse all cookies by turning them off in your web browser.

Is personally identifiable information disclosed to third parties?

PMG shall not intentionally disclose or transfer (and shall take reasonable steps to protect the confidentiality and security, and to prevent the unauthorized or accidental disclosure of) your personally-identifiable information to third parties (i.e., persons or entities that are not affiliates of PMG), whether for such third parties' marketing purposes or otherwise, subject only to the following four exceptions: PMG may disclose your personally-identifiable information to third parties in the event that such disclosure is required by the laws, rules, or regulations of any nation, state, or other applicable jurisdiction; PMG may disclose your contact information to third parties as appropriate for PMG to make transmissions or deliveries to you; PMG may disclose your personally-identifiable information if, in connection with submitting the information, you consent to such disclosure; and PMG may disclose contact information for you in response to inquiries by bona fide rights owners in connection with allegations of infringement of copyright or other proprietary rights arising from information you have posted on the Site or otherwise provided to PMG.

Links to third-party sites

We may provide links to third-party Web sites as a service to our users. In addition, some of the content appearing to be on this Site is in fact supplied by third parties, for example, in instances of framing of third-party Web sites or incorporation through framesets of content supplied by third-party servers. Please be aware that we cannot control and are not responsible for the information collection practices of such third-party Web sites, which may differ from those of this Site. We encourage you to review and understand the privacy policies on these Web sites before providing any information to them.



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How can I access, change, and/or delete information?

You may access, correct, update, and/or delete any personally-identifiable information that you submit to the Site. You may also unsubscribe from mailing lists or any registrations on the Site. To do so, please either follow instructions on the page of the Site on which you have provided such information or subscribed or registered or contact us at General Counsel, Polaris Medical Group, 13236 N 7th Street, Suite 4-255, Phoenix, AZ 85022

Security

PMG has implemented generally accepted standards of technology and operational security in order to protect personally-identifiable information from loss, misuse, alteration, or destruction. Only authorized PMG personnel are provided access to personally-identifiable information, and these employees are required to treat this information as confidential. Despite these precautions, PMG cannot guarantee that unauthorized persons will not obtain access to your personally-identifiable information.

Trans-border hosting and transfer of information

Personally identifiable information collected on the Site may be transferred from time to time to PMG offices or personnel, or to third parties, located throughout the world, including offices located outside the European Economic Area (EEA), and the Site may be viewed and hosted anywhere in the world, including countries (such as the United States) that may not have laws of general applicability regulating the use and transfer of such data. By using the Site and submitting such information on it, you voluntarily consent to such trans-border transfer and hosting of such information.

Children's on-line privacy protection

PMG understands the importance of protecting children's privacy, especially in an on-line environment. The Site is not intentionally designed for or directed at children 13 years of age or younger, and PMG will not intentionally collect or maintain information about anyone under the age of 13.

Consent; Changes to Privacy Policy

By using the Site, you consent to the collection, use, and storage of your information by us in the manner described in this Privacy Policy and elsewhere on the Site. We reserve the right to make changes to this Privacy Policy from time to time. We will alert you to any such changes by updating this Privacy Policy. This Privacy Policy was last updated on August 23, 2009. Contact our Privacy Department If you have any questions about our Privacy Policy, please contact us at General Counsel, Polaris Medical Group, 13236 N 7th Street, Suite 4-255, Phoenix, AZ 85022