

Terms of Use
www.daytonveins.com

Acceptance of the Terms of Use.

Welcome to the website of **Midwest Vein Treatment Clinic, Inc.** (“Company”, “we” or “us”). The following terms and conditions (together with any documents referred to in them) (“Terms of Use”) apply to your use of www.daytonveins.com, including any content, functionality and services offered therein (collectively, the “Website”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the website. By using the Website [or by clicking to accept or agree to the Terms of Use when this option is made available to you], you accept and agree to abide by these Terms of Use. If you do not agree to these Terms of Use, you must exit the Website.

Changes to the Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. All material changes will apply prospectively only. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Website and Account Security.

To use this Website, you represent and warrant that you are at least thirteen (13) years of age.

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website. You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify Company of any unauthorized use of your user name or password or any other breach of security, and ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user identification code or password, whether chosen by you or provided by us, at any time, for any reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Use.

Intellectual Property Rights.

The entire contents of the Website (including, without limitation, all information, software, text, displays, images, video and audio) and the design, selection and arrangement thereof, are owned by the Company or its licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other intellectual property or proprietary rights.

You are permitted to use the Website for your personal, non-commercial use only or legitimate business purposes related to your role as a current or prospective customer, supplier or distributor of the Company. You must not copy, modify, create derivative works of, publicly display or perform, republish, download or store, or transmit any of the material on our site without the prior written consent of the Company, except to:

- Store copies of such materials temporarily in RAM.
- Store files that are automatically cached by your Web browser for display enhancement purposes.
- Print a reasonable number of pages of the Website for a permitted use.

You must not:

- Modify the paper or digital copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark and other proprietary notices appearing on such materials.

You shall not reproduce, sell or exploit, for any commercial purposes, any part of the Website. You shall not access the Website or use the Website, or any services or materials available through the Website, without obtaining a license to do so from the Company or its applicable licensor. If you wish to make any use of material on the Website other than that set out above, please address your request to: admin@veinaffiliates.com.

If you print, copy, modify, download or otherwise use any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at the Company's option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the site are transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach and may violate copyright, trademark and other laws.

Trademarks.

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company and you agree not to take any action inconsistent with the Company's exclusive ownership of such marks. All other names, brands and marks are used for identification purposes only and are the trademarks of their respective owners.

Prohibited Uses.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company or a Company employee, another user, or person or entity (including, without limitation, the use of e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.

- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions.

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow you to post, submit, publish, display or transmit to other users (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose.

You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the Company and its affiliates the license granted above.

You represent and warrant that all of your User Contributions do and will comply with these Terms of Use, and you agree to defend, indemnify and hold harmless the Company and its affiliates and licensors for any breach of that representation and warranty.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

Any content and/or opinions uploaded, expressed or submitted to the Website, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of the Company. We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

Monitoring and Enforcement; Termination.

We have the right to:

- Remove or refuse to post any User Contributions for any reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or

appropriate in our sole discretion if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right, threatens the personal safety of users of the Website and the public or could create liability for the Company.

- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court requesting or directing us to disclose the identity of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.**

However, we can neither review all material before it is posted on the Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third parties. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

Content Standards.

These Content Standards apply to any and all User Contributions and Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
- Be likely to deceive any person.

- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities and/or sales without our prior written consent, such as contests, sweepstakes and other sales promotions, barter, advertising or pyramid schemes.
- Give the impression that they emanate from the Company, if this is not the case.

Reliance on Information Posted.

The information presented on or through the Website is made available solely for informational purposes on a “WHERE IS/AS IS” basis without any warranty (express or implied) of any kind. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website.

We may update the Website from time to time, but its content is not necessarily complete or up-to-date. We may change the Website at any time with or without notice. We may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Linking to the Website.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the homepage.

The website from which you are linking must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

Links from the Website.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links from advertisers, including banner

advertisements. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions.

The owner of the Website is based in the state of Ohio in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON A “WHERE IS/AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES AND ITS LICENSORS, SERVICE PROVIDERS, EQUITY OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO OR FORESEEABLE BY COMPANY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification.

You agree to defend, indemnify and hold harmless the Company, its affiliates and licensors and their respective equity owners, officers, directors, managers, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Website, including, without limitation, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction.

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

You consent to the exclusive jurisdiction of the state and federal courts located in Montgomery County, Ohio. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability.

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement.

The Terms of Use constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns.

If you do not understand any of the foregoing Terms of Use or if you have any additional questions or comments, please contact: admin@veinaffiliates.com.

Thank you for visiting the Website.

Last Modified: May 6, 2011

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