

PAHOOLA TERMS OF USE

Effective Date: March 1, 2017

Last Updated: March 1, 2017

Welcome to Pahoola!

Acceptance of Terms

Welcome to our patient education video network, Pahoola.com (“Website”). Our Terms of Use (“Terms”) and related Privacy Policy (“Policy”), incorporated herein by reference – see [Privacy Policy](#) govern your access to and use of the Website and how we use your information. **Therefore, we recommend you (“you”, “your” or “User”) thoroughly read these Terms before using the Website. If you do not agree to the Terms and/or Policy, please do not use the Website.**

Your use of the Website is only on the condition that you agree to abide by the following terms:

We reserve the right to update these Terms at any time without notice to User. The most current version of the Terms can be reviewed by clicking on the “Terms of Use” link located at the bottom of our Website.

Updates & Changes

We reserve the right, at any time and in our sole discretion, to add to, change, update and modify these Terms. All changes are effective immediately when we post them, and apply to any and all access and use of the Website thereafter. It is your responsibility to review the Terms from time to time to ensure that you accept all of its terms. If you have signed up for e-mail communications from us, we will notify you of changes to the Terms by e-mail as well. Your continued use of the Website will indicate your agreement to such changes.

Medical Advice

The contents of the Website, such as text, graphics, images, and other material contained on the Website (“Content”) are for informational purposes only. The Content is **NOT** intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health care provided with any and all questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website.

Medical Emergency

If you think you may have a medical emergency, call your doctor or 911 immediately. The Website does not recommend or endorse any specific tests, physicians, products,

procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information found on the Website is solely at your own risk.

Personal Use Only

All Content appearing on the Website is for your personal use only and may not be shared, resold, auctioned or transferred to another person or entity in any manner. As a condition of accessing the Website, you agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website. We will enforce our rights and initiate appropriate legal action against Users who violate these Terms.

Children's Privacy

We are very concerned about children's privacy. Please note, this Website is not intended or designed to attract children under the age of 13. Users under the age of 18 should get the assistance of a parent or guardian to use this Website. If you are between the ages of 13 and the age of majority where you live, you must review these Terms with your parent or guardian to confirm that you and your parent or guardian understand and agree to it. By using the Website, you agree to provide us with accurate information concerning your age and identity if we request it. You also agree not to assist children under the age of 13 in accessing the Website or to attempt to contact children under 13 through the Website. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

Modifications to the Website

We shall have the right at any time to modify, suspend or discontinue, temporarily or permanently, the Website, or any part thereof, from time to time, for any reason and without notice. We endeavor to keep the information and materials contained on the Website current, however, such information and materials are subject to change at any time without notice to you and the featured information on the Website may not immediately reflect such changes.

Links to Third Party Websites

The Website may contain links to third party websites that are not owned or controlled by us. Therefore, we cannot and do not assume any responsibility for the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave our Website and to read the terms and conditions and privacy policy of all other websites that you visit.

Intellectual Property

All Content or other materials available on the Website, including but not limited to code, images, text, layouts, arrangements, displays, illustrations, audio and video clips, HTML files, are our property, our affiliates or licensors, and are protected by copyright, patent,

and/or other proprietary intellectual property rights under the United States or foreign laws. We authorize you to view the Content and other material appearing on this Website solely for your personal, noncommercial use. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content or other material, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded Content and other material will be permitted without our express permission. In the event of any permitted copying, redistribution or publication of copyrighted Content or other material, no changes or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted Content or any other material. The burden of determining that your use of any information, software, or any other content on the Website is permissible rests with you.

Our Responsibility for Material Uploaded or Submitted to Website by Users

We do not screen, edit or review material submitted by Users and therefore we cannot accept any responsibility for any material found on the Website. Any and all content uploaded or submitted to the Website by Users no way reflect our views or ideals. We have the right, but not the obligation, to monitor any and all information transmitted or received through the Website. We, in our sole discretion and without further notice to you, shall have the right to edit, censor, prohibit the transmission and/or receipt, or remove any material that we find to be inappropriate, in violation of the provisions hereof or otherwise objectionable.

User Conduct and Posting

User shall use the Website in accordance with all applicable laws. User agrees not to post or transmit any information through our Website which: (a) infringes the rights of others or violates their privacy or publicity rights; (b) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable; (c) is protected by copyright, trademark or other proprietary right without the express written permission of the owner of such right; or (e) contains unauthorized or malicious software such as viruses. YOU AGREE TO INDEMNIFY AND HOLD US AND ANY OF OUR RELATED ENTITIES, BOARD MEMBERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST, AND SHALL REIMBURSE US FOR ANY LIABILITY, DAMAGE, CLAIM, LOSS, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, WHICH MAY BE INCURRED BY US AS A RESULT OF THE MATERIAL YOU UPLOAD, POST, OR TRANSMIT TO THE WEBSITE. We have the right, but not the obligation, to remove content for any reason.

You are responsible for any content you post to the Website and the consequences of sharing or publishing such content with others or the general public. Any conduct by a User that, as determined in our sole discretion, restricts or inhibits any other User from

using or enjoying the Website will not be permitted. Always use caution when posting any personally identifiable information on the Website. WE ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF SHARING OR POSTING ANY PERSONAL OR OTHER INFORMATION ON THE WEBSITE.

By submitting and/or posting material to the Website, you grant us and our assigns, agents, and licensees the irrevocable, royalty free, perpetual, worldwide right and license to use, reproduce, modify, display, perform, distribute, adapt, create derivative works, and syndicate the uploaded content in any medium now known or hereafter discovered. Additionally, we own all rights, title, and interests in any compilation, collective work or other derivative work created by us using or incorporating your content, though excluding your original content.

Disclaimer of Warranty and Limitation of Liability

The use of the Website and the Content is at your own risk. You acknowledge and agree that no warranties of any kind are made with respect to the Website. Moreover, you acknowledge that the material and links provided through the Website are compiled from sources that are beyond our control. We make no representations or warranties, and disclaim any and all responsibility and liability, about the timeliness, sequence, quality, accuracy, content, completeness, legality, reliability, operability and availability of information or material contained on the Website. The Website may contain inaccuracies or typographical errors. We disclaim any responsibility for the deletion, failure to store, misdelivery or untimely delivery of any information or material in respect to the Website or the use thereof. Further, when using the Website, information will be transmitted over a medium that may be beyond our control and jurisdiction. Accordingly, we assume no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Website.

Any communications sent to you via the Website or otherwise from us (including, without limitation, in the form of newsletters, electronic mail or via telephone), and the contents of the Website (including, without limitation, any technology, medical, investment, corporate or tax information), are provided for informational and educational purposes only.

YOU UNDERSTAND AND AGREE THAT THE CONTENT, INFORMATION AND MATERIAL ON THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS. WE EXPRESSLY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION, CONTENT AND MATERIAL MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. OUR AFFILIATED PARTIES AND WE HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT, INFORMATION AND MATERIAL. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR

EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS AND AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE). WE DO NOT WARRANT THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS WEBSITE AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN OR TRANSMITTED THROUGH THE WEBSITE IS DISCLAIMED. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR WEBSITE. WE MAKE NO REPRESENTATIONS, WARRANTIES OR ASSURANCES AS TO THE AVAILABILITY OF THE WEBSITE. OUR MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE PURCHASE PRICE YOU PAY FOR ANY GOODS, SERVICES, OR INFORMATION HEREIN.

Any actions or claims arising in connection with your use of the Website or any Content must be brought within one (1) year of the date the claim first accrued, or shall be deemed waived. Remedies under these Terms are exclusive and are limited to those expressly provided for herein.

Indemnification

You agree to indemnify, defend and hold us and our partners, attorneys, staff and affiliates harmless from and against any claims, actions, or demands, liabilities and settlements including without limitation, reasonable attorneys' fees, resulting from, or alleged to result from, your violation of these Terms.

Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE

EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Termination of Use

You understand that we may, in our sole discretion, terminate your use of the Website or your participation in it thereof, for any reason or no reason at all, and that we shall not have any liability to you for any such action. We reserve the right to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement or other unauthorized uses of the Website. Additionally, at any time and in our sole discretion, we may remove any User content and/or terminate a User account for submitting material that violates the Terms.

Procedure of Reporting Copyright Infringement (DMCA Policy)

We respect the rights of all copyright owners and therefore have adopted a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright owners. If you are a copyright owner or agent and believe that any of the Content on the Website infringes upon your copyright, please submit notice, pursuant to the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) to our copyright agent (identified below) with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) the URL of the location containing the material that you claim is infringing; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Our copyright agent can be reached as follows:

By E-Mail: hello@pahoola.com

We respond to notices of alleged copyright infringement and terminate a repeat infringer's access to the Website according to the process set out in the U.S. Digital Millennium Copyright Act.

Counter-Notice. If you believe your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you must submit a counter-notice containing the following information to the copyright agent listed above: (i) your physical or electronic signature; (ii) your name, address and phone number; (iii) identification of the material that has been removed or

to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iv) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (v) your consent to the jurisdiction of a federal court in the district where you live (if you are in the U.S.) or your consent to the jurisdiction of a federal court in the district where your service provider is located (if you are not in the U.S.); and (vi) your consent to accept service of process from the person who provided the notification under 17 U.S.C. § 512(c)(1)(C) or an agent of such person.

If a counter-notice is received by the copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, in our sole discretion.

Please note that you may be liable for any damages (including costs and reasonable attorneys' fees) if you materially misrepresent that your content and or activity is not infringing the copyrights of others. If you are not sure if your content or activity infringes on the copyrights of others, we advise you to consult with an attorney.

Choice of Law and Jurisdiction

These Terms shall be construed in accordance with the laws of the State of Missouri without reference to any conflict of law principles. Further, any such claim or cause of action shall be brought exclusively in the state or federal courts located in St. Louis, St. Louis County, Missouri, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Missouri as your agent for service of process.

Severability

If a court of law finds that any provision of these Terms is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. Any unenforceable provision will be replaced by a mutually acceptable provision which comes closest to the intention of the parties at the time the original provision was agreed upon.

To the extent that anything in or associated with the Website is in conflict or inconsistent with these Terms, these Terms shall take precedence. Our failure to enforce a provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Miscellaneous

These Terms and any operating rules for the Website established by us constitute the entire agreement of 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.

We may assign this contract at any time without notice. This is the entire agreement between the parties. The section headings used herein are for convenience only and shall not be given any legal import.

Your Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: hello@pahoola.com.

Thank you for visiting Pahoola!