



Avonix Imaging, LLC WEBSITE TERMS AND CONDITIONS OF USE

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1. Service Terms.

a. Use of Site. Subject to your agreement to the terms and conditions of this Agreement, including the Privacy Policy which is incorporated herein by reference, Avonix grants you a limited, non-exclusive, revocable license to access and make personal, non-commercial use of this Site, provided you do not modify, alter or download (other than page caching) any portion of it unless otherwise specifically provided herein or you have obtained written authorization in advance from Avonix. The permission granted to you shall terminate automatically and immediately if you breach any of the terms and conditions set forth in this Agreement. We reserve the right to modify or remove any information, links, articles, materials, products, or services provided on the Site at any time without further notice. All rights not expressly granted herein, are expressly reserved by Avonix.

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2. Limitations

A. Privacy. Avonix will only use your information as described in the Privacy Policy. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. Our current Privacy Policy is available at www.AvonixImaging.com/PrivacyPolicy.

B. Cookies. When you visit this Site, Avonix may store some information on your computer. This information will be in the form of a “cookie” or similar file and can help us maintain and improve this Site in many ways. A “cookie” is a small amount of data that is transferred to your browser by a Web server and can only be read by the server that gave it to you. It functions as your identification card, recording such things as Internet addresses, passwords, and preferences. It cannot be executed as code or deliver viruses. With most Internet browsers, you can erase “cookies” from your computer hard drive, block all “cookies,” or receive a warning before a “cookie” is stored. Please refer to your browser instructions to learn more about these functions.

C. Accessibility. You agree that from time to time this Site may be inaccessible or inoperable for any reason including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Avonix may undertake from time to time; or (iii) causes beyond the control of Avonix or that are not reasonably foreseeable.

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PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL AVONIX, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR THIRD-PARTY CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE AND THIRD-PARTY CONTENT, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

This Site is controlled and offered by Avonix from its facilities in the United States of America. Avonix makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

9. Release and Indemnification

A. Release. In the event that you have a dispute with a third party that involves this Site, you agree to release Avonix and its members, governors, directors, officers, employees and agents from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

B. Indemnification. You agree to indemnify, hold harmless and defend Avonix, its members, governors, directors, officers, employees, and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to: (i) this Agreement; (ii) your use of this Site, including any data or work transmitted or received by you; and (iii) any prohibited use of the Site as set forth in Section 1(B).

10. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. Avonix reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (i) remove or disable access to all or any portion of the Site; (ii) suspend your access to or use of all or any portion of the Site; and (iii) terminate this Agreement.

11. Miscellaneous.

A. Amendment. Avonix shall have the right, at any time and without notice, to add to or modify the terms of this Agreement. Your access to or use of the Site after the date such amended terms are delivered to you shall be deemed to constitute acceptance of such amended terms.

B. Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

C. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

D. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either party's last known post office, facsimile or e-mail address. User hereby consents to notice by e-mail.

E. Law. This Agreement is made in and shall be governed by the laws of the State of Minnesota without reference to its conflict of law provisions.

F. Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Minnesota. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each party by the federal and/or state courts in the State of Minnesota. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Minnesota and to the venue of any such suit, action, or proceeding brought in any such federal or state court in the State of Minnesota.

G. Process. The parties irrevocably submit and consent, and irrevocably waive any and all objections that any party may now or hereafter have, to process being served in any such suit, action, or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Minnesota.

H. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

I. Survival. The terms and provisions of Sections 2 - 9, and 11 shall survive termination of this Agreement for any reason.

J. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements, and understandings, whether oral or written, between the parties.

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