

SUBSCRIBER TERMS AND CONDITIONS AGREEMENT

WITNESSETH:

WHEREAS, SurgeryU, a Georgia corporation organized on May 16, 2008, is committed to providing access to cutting edge video based educational materials concerning minimally invasive gynecologic surgery; and

WHEREAS, Subscriber has subscribed to the SurgeryU Website (“**SurgeryU Site**”) which provides content to subscribers in the medical profession; and

WHEREAS, Subscriber acknowledges that the Site is for educational purposes only; and

WHEREAS, Subscriber acknowledges that (1) SurgeryU did not assume any liabilities of, and has no responsibility for, any actions of Digital Concepts, Inc., and (2) the execution of this Agreement is a condition precedent to being allowed to subscribe to the SurgeryU Website.

NOW, THEREFORE, Subscriber hereby agrees as follows:

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Welcome to SurgeryU! The contents of the SurgeryU Site, such as text, graphics, images, information obtained from SurgeryU’s licensors, and other material contained on the SurgeryU Site (“**Content**”) are for informational and educational purposes only. The Content is not intended to be a substitute for independent professional medical advice, judgment, diagnosis, or treatment. We believe in the quality of the Content, however, Subscriber acknowledges that each patient care decision must be individualized, and that not all techniques on our website are appropriate for all patients. Always exercise your independent medical judgment regarding a medical condition and treatment options. You, individually, are solely responsible for your choice of treatment plan.

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2. ***Use of Content***

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4. ***Indemnity***

You agree to defend, indemnify, and hold SurgeryU, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

5. ***Home Base***

We are based in Atlanta, Georgia, in the United States of America. SurgeryU makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the SurgeryU site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

6. ***Jurisdiction***

You expressly agree that exclusive jurisdiction for any dispute with SurgeryU, or in any way relating to your use of the SurgeryU Site, resides in the courts of the State of Georgia and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Georgia in connection with any such dispute including any claim involving SurgeryU or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the State of Georgia, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

7. ***Notice and Takedown Procedures***

If you believe any materials accessible on or from the Site infringe your copyright, or other intellectual property rights, you may request removal of those

materials (or access thereto) from this Website by contacting SurgeryU and providing the following information:

- A. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- B. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- C. Your name, address, telephone number and (if available) e-mail address.
- D. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- E. A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.
- F. A signature or the electronic equivalent from the copyright holder or authorized representative.

8. ***Complete Agreement***

These Terms and Conditions constitute the entire agreement between you and SurgeryU, Inc. with respect to the use of the SurgeryU Site and Content. SurgeryU is committed to providing the highest quality video-based educational Content regarding minimally invasive gynecological procedures. We welcome you to our Site!

Thank you for your interest. We hope you find the SurgeryU.com Site helpful and convenient to use! Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using our Contact Us Form.