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## **WEBSITE ACCESS AND USAGE TERMS AND CONDITIONS (REV. 11/2011)**

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### **III. USER SUBMISSIONS**

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B. In connection with User Submissions, you agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant iSirona all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage iSirona or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, vulgar, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person or entity, whether actual or fictitious; or (vi) send viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer. iSirona does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and iSirona expressly disclaims any and all liability in connection with User Submissions. iSirona does not permit copyright infringing activities and infringement of intellectual property rights on its Site, and iSirona will remove all content and User Submissions if properly notified that such content or User Submission infringes on another's intellectual property rights. iSirona reserves the right, in its sole discretion, to remove content and User Submissions without prior notice. iSirona will also terminate a user's access to its Site, if they are determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Site more than twice. iSirona also reserves the right to decide whether a User Submission is appropriate and complies with these Terms and Conditions for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. iSirona may remove such User Submissions and/or terminate a user's access for violation of these Terms and Conditions at any time, without prior notice and at its sole discretion.

C. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act ("DMCA") by providing our designated copyright agent with the following information in writing:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;



(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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D. You understand that when using the Site, you will be exposed to User Submissions from a variety of sources, and that iSirona is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against iSirona with respect thereto.

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If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the Terms as revised shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between you and iSirona with respect to the Site and the information provided via the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and iSirona with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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Any party seeking to report any violations of these Terms may contact [Philip Ceeley](#). When iSirona becomes aware of an alleged violation of these Terms, iSirona will initiate an investigation. Depending on the severity of the violation, iSirona may, at its sole discretion, immediately restrict, suspend, or terminate your access to the Site and/or pursue other civil remedies. If such violation is a criminal offense, iSirona will notify the appropriate law enforcement agency of such violation.

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