

PASPS WEBSITE TERMS & CONDITIONS OF USE

PLEASE READ THESE TERMS OF USE (THE "TERMS") CAREFULLY BEFORE USING THIS SITE.

The Persian American Society of Plastic Surgeons (the "PASPS") website (the "PASPS website") provides content and features (the "Services") for PASPS members, medical and healthcare professionals, and public users. This statement describes the terms and conditions of use of the Services. By using the Services in any manner or by registering or by logging in to the Services you are stating that you agree to be bound by and adhere to the terms and conditions of use in this statement.

The Services do not provide medical advice. The text, graphics, photos, videos, and other information (the "Content") is not intended as medical advice and should not be considered medical advice. Always seek the advice of a qualified board-certified plastic surgeon regarding any medical condition or procedure.

The Services may display Content that is graphic in nature and that may depict partial or full nudity. If you find such material offensive you should not use the Services or you should exercise caution before accessing certain features of the Services.

You must be at least 18 years old to have our permission to use the Services. We do not knowingly collect, use or disclose personally identifiable information about visitors under 18 years of age.

USER CONTRIBUTIONS

You fully are responsible for all Content, including but not limited to registration data, photos, videos, comments, text, documents, and other information ("User Submissions") that you upload, enter, or post using the Services. You agree that you will not upload any User Submission that infringes or violates any rights of any party or that compromises the privacy of any person or patient. In particular, you are specifically prohibited from posting or transmitting to or from the Services (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates, or violates any copyright, trademark, patent right, or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to the Services.

By providing any User Submission you agree that it is non-confidential for all purposes and is nonproprietary. You hereby grant PASPS an irrevocable, worldwide, royalty-free, perpetual, transferrable, and fully sublicensable right and license to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from, and publicly display and perform any and all such User Submissions throughout the world in any media, now known or hereafter devised and (b) use the name that you submit in connection with such User Submission. You expressly waive any and all "moral rights" (including rights of attribution or integrity) that may subsist in your User Submissions and agree that you have no objection to the publication, use, modification, deletion, or exploitation of your User Submissions by PASPS, or any of PASPS's partners or licensees. You acknowledge that PASPS may exercise its rights (e.g., use, publish, delete) to

any content you submit without notice to you. PASPS has no obligation to post your comments and reserves the right in PASPS's absolute discretion to determine which comments are published as part of the Services. You acknowledge that PASPS may choose to provide attribution of your comments or reviews at its discretion, and that such User Submissions may be shared with our supplier partners. You further grant PASPS the right to pursue at law any person or entity that violates your or PASPS's rights in the Content by a breach of these Terms. If you do not agree to these Terms, please do not provide us with any User Submissions.

The contributions of third parties do not necessarily represent the views or opinions of PASPS. PASPS cannot preview User Submissions before they appear.

PASPS's policies with respect to claims by third parties that the content of the Service, including any User Submission, infringes the copyrights owned by such third party can be found in the DMCA section below. You agree to indemnify, defend, and hold harmless PASPS, its affiliated companies, business partners, licensors, employees, agents, and any third-party information providers to the Services from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the site, the Services or the Content, or any violation by you of the Terms.

INTERNATIONAL USE

PASPS makes no representation that materials, products, or services on the Services or any related website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws

GENERAL

Unless otherwise specified, the Services is for your personal noncommercial use. You may not copy, reproduce, publish, distribute, sell, create derivative works from, transfer, retransmit, stream, or sell the Content without the express written consent of PASPS. PASPS authorizes you to view and download a single copy of Content that is of interest to you for personal, noncommercial use. You must acknowledge PASPS as the source and owner of any content you download and subsequently share with another individual through any means. You may not download content for use on any other website or internet accessible service without the express written consent of PASPS. You may not collect, download, or attempt to collect or download e-mail addresses, contact information, photos, or other information through the use of bots, spiders, crawlers, or other automated technology or programs for any purpose. You may download a reasonable number of items for your personal noncommercial use but you may not attempt to download large numbers of items for the purpose of obtaining all of or a large portion of our e-mail addresses, contacts, or photos. You may not use the "Surgeon Finder" feature, the search feature, or any contact information on this site for the purposes of commercial solicitation of PASPS member physicians or any other individual.

The Services and the Content, including but not limited to white papers, press releases, and procedure descriptions, are protected by U.S. and/or foreign copyright laws, and belong to PASPS or its partners, affiliates, contributors, or third parties. The copyrights in the Content are owned by PASPS or other copyright

owners who have authorized their use on the site. You may download and reprint Content for noncommercial, nonpublic, personal use only. If you are browsing this site as an employee or member of any business or organization, you may download and reprint Content only for educational or other noncommercial purposes within your business or organization, except as otherwise permitted by PASPS. You may not manipulate or alter in any way images or other Content on the site.

You agree not to copy, distribute, imitate, retransmit, or stream any technical, design, or layout elements of the pasps.org website or any other website owned, licensed, operated, or controlled by PASPS.

Certain Content on the website may qualify for trademark and/or service mark protection under federal and/or common law. You acknowledge that PASPS, its partners, affiliates, contributors, or third parties own all right, title, and interest in and to any such trademarks and/or service marks. You are prohibited from using any of the marks or logos appearing throughout the PASPS website without permission from the trademark, service mark, or trade dress owner, except as permitted by applicable law.

If the Services require you to create an account to use for logging on to the Services you agree to complete the account creation process by providing us with current, accurate, complete information in your responses during the account creation process. You are responsible for choosing and protecting your username and password and for all activities that occur using your username and password and you agree not to share your username and password. You agree to notify PASPS immediately if you believe your username or password have been compromised or used without your authorization. You may not use another person's username and password without the permission of its owner.

The Services may include photo galleries, e-mail services, discussion boards, chat services, forums, personal, or enhanced Web pages, event calendars, and other additional services ("Enhanced Services"). You agree that you will not use any of the Enhanced Services to

- Conduct or post personally identifiable information on any person or patient.
- Post defamatory, abusive, or threatening comments.
- Promote, advertise, offer to sell or buy any commercial products or services.
- Post any inappropriate, obscene, illegal content.
- Upload any files containing programs, scripts, or other software of any type.
- Upload any content or files that you do not own or control the appropriate copyright, patent, intellectual property, or trade secret rights to.
- Collect or attempt to collect information about other users of the service or PASPS member, including but not limited to e-mail addresses, fax numbers, and mailing addresses, unless you are retrieving the information to contact a board certified PASPS member surgeon for the purposes of your personal medical consultation or services.
- Create a false identity for any purpose or restrict, impede, or attempt to impact the ability of others to access the Services in a normal and secure manner.

You agree that PASPS has no obligation to monitor the Services but may do so at its sole discretion and may review content that has been posted to the Services under your account and that PASPS, if it finds that content to be unacceptable for posting for any reason reserves the right to delete the content with any notice or obligation to you. You agree that PASPS reserves the right to terminate your account or limit your access to any or all of the Services at any time without notice for any reason.

The Services may provide links to other sites or services not owned, operated, or controlled by PASPS. By using any such link you are stating that you understand that PASPS is not responsible for the content or services of any such linked site or service, that the appearance of such a link does not imply any endorsement by PASPS, and that these links are provided to you only as a convenience. In addition, any advice, opinions, or recommendations provided by the linked site providers are those of the providers and not of PASPS. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site provider.

You warrant to PASPS that you will not attempt to gain unauthorized access to any Services offered by PASPS or computer systems or networks connected to any PASPS server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by PASPS. When using the site you agree not to pretend to be someone else or spoof their identity.

DISCLAIMERS

PASPS MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE, OR THE CONTENT. PASPS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE. PASPS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. PASPS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE, AND THE CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

IN NO EVENT WILL PASPS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT; (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE, AND/OR THE CONTENT; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF PASPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")

PASPS respects the intellectual property of others, and we ask our users and visitors to do the same. In accordance with the DMCA and other applicable law, PASPS has adopted a policy of terminating, in appropriate circumstances and at PASPS's sole discretion, subscribers or account holders who are deemed to be repeat infringers. PASPS may also at its sole discretion limit access to the site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is a repeat infringer, please provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer when filing your notice.

Pursuant to Title 17, United States Code, section 512(c)(2), notifications of claimed copyright infringement should be sent to the site's designated agent (see below). ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. PASPS will process and investigate notices (each, a "Notice") of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, PASPS will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide PASPS the following information in your Notice (to be effective, the notification must include ALL of the following):

1. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where the material that you claim is infringing is located on the PASPS website.
4. Your address, telephone number, and e-mail address and all other information reasonably sufficient to permit PASPS to contact you.
5. 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.
6. 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 behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to PASPS's designated agent: webmaster@pasps.org.

THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING PASPS THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE-RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

MODIFICATION OF TERMS

PASPS reserves the right to modify this Website Terms and Conditions of Use at any time without giving you prior notice. Your use of the Services following any such modification constitutes your agreement to follow and be bound by the Website Terms and Conditions of Use as modified.