

PREFERRED VASCULAR GROUP, LLC
WEBSITE TERMS OF USE

IF YOU HAVE A MEDICAL EMERGENCY, YOU ARE INSTRUCTED IMMEDIATELY TO CALL EMERGENCY PERSONNEL (911). DO NOT RELY ON THIS WEBSITE OR THE INFORMATION PROVIDED AT THIS WEBSITE FOR EMERGENCY OR URGENT MEDICAL NEEDS. THIS WEBSITE IS NOT DESIGNED TO ASSIST WITH EMERGENCY OR URGENT MEDICAL NEEDS. THE COMPANY DOES NOT AND CANNOT GUARANTEE RESPONSES OR RESPONSE TIMES IF THIS WEBSITE IS USED IN THE EVENT OF MEDICAL EMERGENCIES.

THE CONTENT OF THIS WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, IS NOT INTENDED TO CONSTITUTE MEDICAL ADVICE OR TREATMENT, AND SHOULD NOT BE USED FOR TREATING A DISEASE OR OTHER HEALTH PROBLEM. THIS INFORMATION IS NOT INTENDED TO CREATE, AND ACCESS TO THIS WEBSITE DOES NOT ESTABLISH OR CONSTITUTE, A PHYSICIAN-PATIENT RELATIONSHIP. WEBSITE USERS SHOULD NOT ACT UPON THIS INFORMATION WITHOUT FIRST OBTAINING PROFESSIONAL GUIDANCE FROM AN APPROPRIATE LICENSED AND QUALIFIED MEDICAL PROFESSIONAL AND SHOULD DISCUSS WITH AND SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING ANY TREATMENT OR OTHER MEDICAL DECISIONS.

By visiting this website (the "Website"), you acknowledge and accept the following terms of use:

This document details the terms of a legal agreement (the "Terms of Use") between you and Preferred Vascular Group, LLC (the "Company"). By accessing this Website you acknowledge that you have read and understood the Terms of Use and, having read and understood the Terms of Use, you voluntarily agree to be bound by the Terms of Use. You also agree to comply with all laws and regulations applicable to the use of the Website, to the use of the Internet, and to the activities involved in using this Website.

If you do not agree with the Terms of Use, then do not use this Website.

Situs:

This Website is controlled by the Company from its offices within the State of Florida. Visitors who choose to visit this Website from this or from other jurisdictions do so on their own initiative. Those visitors are solely responsible for compliance with all applicable federal, state, local and foreign laws, rules and regulations in connection with their use of this Website. Except as otherwise indicated, our physicians are admitted to practice primarily in the State of Florida.

Venue and Jurisdiction:

Claims arising from or related to this Website, to the use of this Website, and to the information, content, material, and services available through this Website are governed by the laws of the State of Florida. You hereby unconditionally, voluntarily, and irrevocably consent to submit to the exclusive jurisdiction and venue of the state and federal courts located in Florida with respect to any claims arising from or related to this Website, your use of this Website and any information received through this Website. You agree not to plead forum non conveniens in any such action. You consent to service of process.

Privacy:

To know what privacy measures the Company has taken and what information we retain from your visit to the Company's Website, please read our [Website Privacy Policy](#) which is incorporated herein by reference.

Change of Terms:

The Terms of Use may be changed without notice. Your continued use of this Website after the Terms of Use are changed indicates your acceptance of the new Terms of Use. If you do not agree with the new Terms of Use, then discontinue your use of this Website.

Alteration of Site:

The Company may change, suspend or discontinue any feature, aspect, product or service available through this Website at any time. The Company may alter the availability of any feature of this Website or service related to any feature of this Website at any time. The Company may add, remove or modify any content of this Website, including that of third parties, at any time.

Limitation on Usage:

The Company may limit your access to any part of this Website without notice to you. The Company may terminate your use of this Website at any time.

Visitor On-line Conduct:

- You agree to use this Website only for lawful purposes.
- You agree to use this Website only for its intended purposes.
- You agree not to disrupt this Website.
- You agree not to interfere with or compromise the security of this Website, or any computer, server, account, network, data, software and/or hardware associated with this Website.
- You agree not to disrupt or interfere with any other visitor's use of this Website.
- You agree not to attempt to obtain access to any portion of this Website, any computer, server, account, network, software and/or hardware associated with the Website, from which you are restricted.
- You agree that you are solely responsible for any actions you undertake while visiting this Website and that you will comply with all applicable local, state, federal and foreign laws, rules and regulations applicable to this Website and the Internet, including United States copyright law and export regulations.
- You warrant that all information you provide to gain access to the services provided by this Website is accurate and truthful.
- The Company reserves the right to prohibit any conduct involving this Website that it deems to be inappropriate or illegal.
- The Company may prohibit, discontinue or restrict your access to this Website or particular pages of this Website if you violate these Terms of Use.

If you are provided or select a user name or password to access this Website or any page of this Website, you are responsible to keep such user name and password private and secure, private and strictly confidential, and you are

responsible for any unauthorized use of your user name and password and for any unauthorized access to or use of this Website using your user name and password.

The Company does not knowingly or intentionally collect personal information from children under the age of 18. The content of this Website is directed at adults and is intended for use only by adults over the age of 18. If you are under the age of 18, you may not submit any personal information to the Company at or through this Website and should consult with an adult for assistance in using this Website.

Links to and from Other Web Pages:

You may gain access to other websites via links on this Website. These Terms of Use apply to the Company's Website and do not apply to other parties' websites. Similarly, you may have come to this Website via a link from another website. The terms of use of other websites do not apply to this Website. Only these Terms of Use apply to this Website. The Company assumes no responsibility for any terms of use or material outside this Website accessed via any link.

Links to third party websites or information are not intended, and should not be interpreted by readers, as constituting or implying the Company's endorsement, sponsorship or recommendation of the third party information, or products or services found there.

You may not, under any circumstances, establish a link to this Website without the prior, express written consent of the Company, including, without limitation, a link to any page of this Website other than the home page. The Company may disable any links to this Website that are established without its prior, express written consent.

Copyright, Trademark and Intellectual Property:

All information, content and material made available by the Company through this Website, including, without limitation, any computer code, design, text, drawings, photographs, graphics, sound recordings and video recordings as well as any copyrights, trademarks, patents or other intellectual property or proprietary rights comprising the Website or any component or element of the Website (collectively, the "Content") is owned by or licensed to the Company. The compilation of the Content on this Website is the exclusive property of the Company and its licensors and is protected by U.S. and international copyright law.

The Company and its licensors retain all rights in the Content of this Website. The Content may not be modified, copied, distributed, downloaded, displayed, e-mailed, transmitted, performed or sold in any form or by any means, in whole or in part, without the prior written consent of the respective owner thereof.

The Company grants you permission to display and print the Content of this Website (other than the computer code comprising this Website) for your personal, non-commercial use only; provided, that, even if you display or print the Content of this Website as permitted hereunder, you may not modify, reproduce, transmit, distribute, publicly display or perform, or create derivative works from that Content and you must retain all copyright and other proprietary notices contained in or on the Content.

The Content may not be used in connection with any service or information that is not the Company's or in any manner that is likely to cause confusion among consumers or that disparages the Company. The rights granted herein terminate automatically if you breach these Terms of Use. Upon termination of these rights, you must immediately destroy any Content you displayed or printed.

Preferred Vascular Group is a trademark of the Company. Other marks used on the Website are either registered trademarks, trademarks, trade names, service marks, or otherwise protected property of the Company and may not be used, copied or imitated without the prior written consent of the Company.

Digital Millennium Copyright Act, Transmission of Third Party Content:

You may not upload, post or otherwise distribute on this Website anything protected by copyright or other proprietary rights unless the owner of the applicable copyright or proprietary right has given you express authorization for such uploading, posting or distribution on the web.

The unauthorized use, uploading, posting, and/or distribution of Content protected by copyright or other proprietary rights is illegal and subjects the malfessant to civil penalties and criminal prosecution.

The Company, its affiliates, officers, directors, employees, agents or any such similarly situated persons or entities are not liable for damages resulting from any infringement resulting from your actions involving copyrighted or proprietary right protected material.

The Company, pursuant to the federal Digital Millennium Copyright Act, designates Executive VP of PMG group of companies to receive complaints and notices of suspected copyright infringements. If you believe that your work has been copied and is accessible on the Company's Website in a way that constitutes infringement, you may notify the Company by providing the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- Identification of the URL or other specific location on the Company's Website where the material that you claim is infringing is located;
- Your address, telephone number and e-mail address;
- 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
- 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 are authorized to act on the copyright owner's behalf.

The Company can be reached via e-mail at Lmcmamara@pmgvascular.com, and by regular mail at 9140 Corsea del Fontana Way, Naples Florida 34109.

You are prohibited from uploading, posting or otherwise distributing on this Website any unlawful, threatening, obscene, pornographic, intimidating, libelous, defamatory or slanderous comments, jokes, images or content that are intended to or are likely to offend a reasonable person on the basis of his or her age, physical or mental disability, gender, race, religion, national origin, physical attributes, sexual preference, or any other classification that could produce any civil or criminal liability for either yourself or for the Company, its affiliates, employees, agents or any such similarly situated persons or entities.

Ownership of Third Party Content:

The Company may display Content supplied by visitors and other third parties on its website. The Company maintains no editorial control over this Content. The Content supplied by visitors and other third parties belongs to the respective owners of that Content.

THE COMPANY, IT'S AFFILIATES, EMPLOYEES, AGENTS AND ANY SUCH SIMILARLY SITUATED PERSONS OR ENTITIES ("WE") DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, USEFULNESS OR EXISTENCE OF ANY CONTENT SUPPLIED BY VISITORS OR THIRD PARTIES. WE DO NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CONTENT SUPPLIED BY VISITORS OR THIRD PARTIES.

WE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LOSS, DAMAGE OR HARM TO PROPERTY OR PERSON CAUSED BY YOUR OR ANYONE ELSE'S RELIANCE ON CONTENT AVAILABLE ON THIS WEBSITE THAT IS THE PROPERTY OF VISITORS OR THIRD PARTIES. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING AND ACTING ON ANY CONTENT AVAILABLE ON THIS WEBSITE.

Disclaimers:

THIS WEBSITE IS PROVIDED "AS-IS" AND "AS-AVAILABLE". THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE OPERATION OF THIS WEBSITE, THE CONTENT, INFORMATION, AND/OR SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE.

THE INFORMATION PROVIDED AT THIS WEBSITE IS NOT INTENDED OR DESIGNED TO BE A SUBSTITUTE FOR OR TO REPLACE THE PHYSICIAN/PATIENT RELATIONSHIP.

THE COMPANY DOES NOT GUARANTEE THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AT OR THROUGH THIS WEBSITE (BY LINK OR OTHERWISE) AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM USE OF SUCH INFORMATION.

YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR AND CANNOT GUARANTEE AGAINST THE INTRODUCTION OF VIRUSES OR WORMS, OR UNAUTHORIZED USERS ATTEMPTING TO ACCESS, OR OBTAINING ACCESS TO THIS WEBSITE OR YOUR COMPUTER OR OTHER SYSTEMS FROM OR THROUGH THIS WEBSITE.

THE COMPANY MAY TEMPORARILY OR PERMANENTLY SUSPEND ACCESS TO OR DISCONTINUE THIS WEBSITE OR ANY PAGE OF THIS WEBSITE AT ITS DISCRETION, AT ANY TIME, WITHOUT NOTICE.

YOU AGREE TO VISIT THIS WEBSITE SOLELY AT YOUR OWN RISK. YOU AGREE THAT YOUR USE OF THIS WEBSITE, AND ANY CONTENT, INFORMATION AND/OR SERVICES AVAILABLE THROUGH THIS WEBSITE IS SOLELY AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THIS WEBSITE WILL BE AVAILABLE AT ALL TIMES OR THAT A VISITOR'S USE WILL BE CONTINUOUS AND/OR ERROR FREE. WE DO NOT MAKE ANY WARRANTIES THAT THE CONTENT, INFORMATION AND/OR SERVICES AVAILABLE THROUGH THIS WEBSITE ARE ACCURATE, RELIABLE, OR CURRENT.

THE COMPANY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

Limitation of Liability:

NEITHER WE, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, SERVING, HOSTING, MAINTAINING AND/OR UPDATING THIS WEBSITE SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES ARISING FROM HARM INCLUDING, BUT NOT LIMITED TO INJURY TO PROPERTY OR PERSON, MISTAKES, OMISSIONS, INTERRUPTIONS, DETERIORATION OR CORRUPTION OF FILES, DELETION OR CORRUPTION OF E-MAIL, ERRORS, LOSS OF DATA, LOSS OF PROFITS, DEFECTS, VIRUSES, AND/OR DELAYS, THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE, RESULTING FROM ACTS INCLUDING BUT NOT LIMITED TO ACTS OUTSIDE OF OUR CONTROL, NETWORK FAILURE, HARDWARE OR SOFTWARE FAILURE, THEFT, INTERNET

FAILURE, UNAUTHORIZED ACCESS, THE COMPANY'S NEGLIGENCE OR YOUR OWN ERRORS AND/OR OMISSIONS AND ANY OTHER CAUSE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THIS SECTION APPLIES TO ALL CONTENT, GOODS AND SERVICES AVAILABLE THROUGH THIS WEBSITE. IN ANY JURISDICTION WHERE EXCLUSION OR LIMITATION OF LIABILITY FOR ANY TYPE OF DAMAGES IS PROHIBITED, THE COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWED BY THAT JURISDICTION.

No Joint Venture:

These Terms of Use provides only for the use of this Website. These Terms of Use shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect.

Indemnity:

You agree to indemnify, defend and hold harmless the Company and its officers, directors, shareholders, members, managers, employees, agents, representatives, successors and assigns from and against, any claims, causes of action, damages, liabilities, losses, costs, or expenses (collectively, "Losses") that they incur or may incur arising from, resulting from, or arising in connection with: (i) your breach of these Terms of Use; (ii) your use of this Website or your use of the Content; (iii) personal injury or tangible and intangible property damage, casualty or loss suffered or incurred in connection with your use of the Website (including loss of data) or Content or other information services available by or through your use of the Website or Content (including damage, casualty or loss arising from the malicious acts of third parties which could have been prevented or avoided by you using reasonable protective means); and (iv) your acts and omissions in connection with your use of the Website or Content. You also agree to indemnify, defend and hold harmless the Company from and against any Losses that the Company incurs or may incur arising from, resulting from, or arising in connection with your providing to the Company inaccurate or untruthful information via the Website whether to gain access to the products or services provided through this Website or otherwise.

Severability:

If any provision of these Terms of Use is held invalid or unenforceable in whole or in part in any jurisdiction, that provision shall be ineffective in that jurisdiction without affecting the validity of enforceability of the remaining provisions of these Terms of Use.

Integration Clause:

You hereby acknowledge that these Terms of Use, the Privacy Policy and all other documents referenced herein represent the entire agreement between you and the Company concerning your use of this Website, the Content, and all other information and services available on this Website.

Headings of the Terms of Use:

The section headings used in these Terms of Use are for reference and the convenience of the readers and shall not constitute part of the Terms of Use for interpretation purposes.

Questions:

If you have any questions about this policy, please contact the Company by e-mail at Lmcmamara@pmgvascular.com, and by regular mail at 9140 Corsea del Fontana Way, Naples Florida 34109.

Acceptance of These Terms of Use:

By accessing this website, you agree to the terms as well as any posted changes of these Terms of Use. If you do not agree to these Terms of Use, DO NOT use this Website.

Date of last update: 6/1/2016