

End User Agreement

Introduction

This Registered User Agreement ("Agreement") is by and between the Limb Loss and Preservation Registry, and its respective agents, representatives, and contractors (collectively referred to herein as, "LLPR" or "we" or "us" or "our"), and you ("you" or "your"), and governs your use of the online and digital services (the "Services") provided by the LLPR website, mobile website, microsite, mobile applications, social media sites, and any other digital services and platforms officially operated by or for LLPR (collectively, the "Sites"). The Services may allow you to access certain content and make use of advanced personalization features of the Sites that are only available to registered users.

You agree that by registering, accessing, or using our Services and Sites, you accept and agree to be legally bound by all of the terms and conditions set forth in this Agreement. If you do not wish to accept the terms and conditions of this Agreement, do not register for, access, or otherwise use any of our Services. If you wish to terminate your acceptance of these terms and conditions, at any time you can do so by closing your account and no longer accessing or using our Services and Sites.

LLPR may change the terms of this Agreement from time to time without further notice directly to you. When the terms are changed, LLPR will post a general conspicuous notice on the Sites. If you do not agree with the revised terms, please contact LLPR webinfo@llpreregistry.org immediately to cancel your access to the Services. Your continued use of the Services following such notice constitutes your acceptance of any revised terms of the Agreement. This Agreement expressly incorporates by reference and includes the [Privacy Act Statement](#) and [Disclaimers and Policies](#), and any other terms and conditions that may be posted elsewhere in the Services or otherwise communicated to our users.

Access to Services

The Services may only be available to registered users, members, and/or subscribers by logging in to the Sites using your username and password (collectively "User ID"). Use or sharing of your User ID with a non-registered user, member, or subscriber is strictly prohibited, and your failure to comply will result in immediate suspension of your account and/or access to the Services. You are solely responsible for maintaining the confidentiality of your User ID and all activities that occur under your User ID. You agree to immediately notify LLPR at webinfo@llpreregistry.org in the event that (i) your User ID is lost or stolen, or (ii) you become aware of any unauthorized use of your User ID or of any other breach of security that might affect the Sites. You agree that LLPR is in no way liable for any claims or losses of any kind related to the use or misuse of your User ID due to the activities of third

parties outside of LLPR's control or due to your failure to maintain the confidentiality and security of your User ID.

User Content

We welcome your views, comments, and other communications on our Services and Sites which may include discussion boards, blogs, and other services that allow users to provide feedback, comment, content or information (collectively, "User Content"). You own and are responsible for all User Content that you submit, post, or otherwise transmit through or using the Services and Sites. You are responsible for complying with all third-party rights with respect to all such User Content that appears on the Services and Sites, and not to submit, post, or otherwise transmit such User Content in violation of any third-party rights. By submitting User Content to LLPR, you understand and acknowledge that this information is available to the public and you grant to LLPR a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable, and sublicensable right and license to use, copy, reproduce, modify, distribute, publish, translate, create derivative works from, and process such User Content, in whole or part, in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content without any further consent, notice, and/or compensation to you or others. We retain the right to remove any User Content for any reason, including but not limited to, content that it deems threatening, demeaning, profane, obscene, a violation of intellectual property rights or privacy laws, off-topic, commercial or promotion of organizations or programs, or otherwise injurious or illegal. LLPR also retains the right to ban or block a user from posting on our Sites without notice for a pattern of inappropriate postings or as it deems necessary.

You may not post: (a) material that infringes the copyright of another person, including insufficient copyright attribution; (b) materials which defames, abuses, or threatens others; (c) statements that are bigoted, hateful or racially offensive; (d) material that advocates illegal activity or discusses illegal activities with the intent to commit them; (e) material that contains vulgar, obscene or indecent language or images; (f) personal information of other users that is unauthorized; (g) advertising or commercial solicitations; or (h) opinions of fictitious or third parties. You may not intentionally disrupt or interfere with the Services or Sites, directly or indirectly, in any manner that may adversely affect LLPR or any user of the Services or Sites. You may not submit, post, or otherwise transmit User Content or any material that contains software viruses or any other code, files, or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.

You and LLPR agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the [Privacy Act Statement](#) and your choices (including settings).

You agree and acknowledge that you are solely responsible for any liabilities, fines, penalties or forfeitures occasioned by any such violations or lack of rights.

Intellectual Property Rights

We own and reserve all of our intellectual property rights in the Services and Sites, including the information, text, graphics, images, audio, and video files, trademarks, and other materials that may be contained therein (collectively "Content"). Your use of the Services, Sites, and Content shall be governed by applicable patent, copyright, trademark and other intellectual property laws. Using the Services does not give you any ownership in our Services or the Content made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners.

LLPR grants you a limited, nonexclusive, nontransferable, revocable license to utilize and access the Services, Sites, and Content for your noncommercial, personal use according to the terms and conditions set forth in this Agreement. You may not modify, publish, transmit, participate in the transfer, lease, or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into another website, or in any other way exploit the Services, Sites, and/or any Content, in whole or in part.

Fees and Payments

We may charge fees to registry users, excluding patients, for products available on or through the Services, and/or for access to any portion(s) of the Service or the Service as a whole. You agree to pay all such fees for the products and/or Services which are not paid by another organization or agent on your behalf ("Sponsoring Organization") at the rates in effect for the billing period in which such fees and charges are incurred. Unless otherwise specified on the Services (or other agreement between you and LLPR overriding the terms of this Agreement), all fees will be quoted and charged in U.S. dollars. We reserve the right to change the amount of, or basis for determining, any fees, and to institute new fees. The fee options available to you will be presented within the Services or otherwise communicated to you. In order to continue your access, you will need to select one of the new fee options. If you do not select one of these options, your access to the Services will be terminated at the end of the term then in effect.

All charges incurred in connection with your registration or purchase that are not paid by a Sponsoring Organization on your behalf will be billed to the credit, debit, or payment account number, or other payment information that you provide to us upon registration, at the time of purchase, or otherwise, and you authorize, give us permission, and direct us to retain such information and to charge all fees to such payment method.

For purposes of identification and billing, you agree to provide LLPR with accurate, complete, and updated information required to process the purchase or registration for the Services ("Registration Data"), including your name, address, and applicable payment data (e.g., credit card number, e-mail address, and expiration date). You are solely responsible for ensuring that your Registration Data is current and accurate, and, if not, to correct or update your Registration Data. Failure to comply with this provision (including, without limitation, falsification of any Registration Data) may, at LLPR's option, result in immediate suspension or termination of your right to use the Services.

LLPR will treat your personal information in accordance with our [Privacy Act Statement](#).

In addition, you are responsible for obtaining and maintaining at your own expense all equipment, hardware, software, and telephone, cable, mobile, wireless, Internet and other services necessary to access, visit and/or use the Services.

Notices and Messages

You agree that we will provide notices and messages to you in the following ways: (1) within the Services, or (2) sent to the contact information you provided us (e.g., email address, mobile number, physical address). You agree to keep your contact information up to date.

Please review your settings in the Services to control messages you receive from us.

Term and Termination

Unless otherwise specified on the Services (or other agreement between you and LLPR overriding the terms of this Agreement), your access to the Services will continue until one of the following occurs:

- your membership, subscription, or other access to the Services expires and you have not chosen to renew your membership, subscription, or other access to the Services;
- your purchase of products available on or through, or membership, subscription, or other access to the Services is cancelled by LLPR or by you for any reason;
- LLPR discontinues the products available on or through the Services or the Services; or
- you or LLPR terminates this Agreement.

You may cancel your access to the Services at any time by notifying LLPR in writing via email at webinfo@llpreistry.org.

For annual subscribers to Services who elect to cancel their subscription to the Services, you will receive a pro-rata refund that will cover the unused months of your subscription, and you will not receive a refund for partial

months used, from the date on which LLPR receives your notice of cancellation. For monthly subscribers to Services, cancellation will take effect on your next monthly subscription anniversary date, which is the day of the month on which you subscribed, but no refund will be given. Any pro-rata amounts will be credited to the payment method to which your subscription is charged. There is no pro-rata refund if your subscription is paid on your behalf by a Sponsoring Organization (as defined herein), regardless of whether you are an annual or monthly subscriber.

LLPR may terminate your access to Services at any time. If LLPR has reason to believe that you have violated any of the terms of this Agreement, you will not be credited with a refund. You agree that any termination of your access to the Services shall not result in any liability or other obligation of LLPR to you, your agent, or any third party in connection with such termination.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LLPR (AND THOSE THAT LLPR WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, GOODWILL, USE, LOSS OF DATA, OR OTHER LOSSES RESULTING FROM OR RELATED TO: (i) THE USE OR INABILITY TO USE THE SERVICES AND/OR SITES, (ii) THE COST OF ANY SUBSTITUTE PRODUCTS AND/OR SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR WHICH YOU WERE UNABLE TO OBTAIN OR TRANSACTIONS EFFECTED OR FAILED TO BE EFFECTED, (iii) THE USE OR INABILITY TO USE ANY THIRD PARTY APPLICATIONS CONTAINED WITHIN THE SERVICES, OR (iv) ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE SERVICES OR SITES.

THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G., WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF LLPR HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

Disclaimer of Warranties

THE SERVICES AND SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LLPR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND SITES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LLPR MAKES NO WARRANTY THAT THE TOOL AND/OR ANY CONTENT THEREIN WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE, OR ERROR-FREE OR THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES, SITES, AND/OR ANY CONTENT THEREIN

WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SERVICES, SITES, AND/OR CONTENT IS TO CEASE ITS USE AND/OR CANCEL YOUR REGISTRATION, SUBSCRIPTION, OR ACCESS TO THE SERVICES.

Force Majeure

Neither party shall be liable or considered in default under this Agreement when the failure or delay of performance is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including, but not limited to, failure of suppliers, licensors, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, threats or acts of terrorism, insurrection, and war, provided the party invoking this Section immediately provides notice thereof to the other and does everything reasonable possible.

No Assignment

This agreement is personal to you, and you may not assign your rights or obligations to anyone.

No Waiver

Neither failure nor delay on the part of any party to exercise any right, remedy, power, or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power, or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claiming such waiver or consent.

Severability

If any provision in this Agreement is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

Indemnification

You agree to indemnify, defend, and hold LLPR and its directors, officers, employees, shareholders, parents, subsidiaries, affiliates, agents, and representatives harmless from and against any and all liability, losses, damages, claims, and costs, including, without limitation, reasonable attorneys' fees, which may arise out of or are in any way connected with your access, visitation, and/or use of the Services, Sites, User Content, unauthorized use of Content obtained on or through the Services and Sites,

breach or alleged breach of this Agreement, or from any of your acts or omissions in connection with the Services, Sites, and Content.

Governing Law

You and LLPR agree that this Agreement shall be governed by and construed exclusively in accordance with the laws of the District of Columbia, U.S.A, without regard to its conflicts of law principles. You and LLPR agree that all claims and disputes shall be litigated only in a court of competent jurisdiction located in the District of Columbia, U.S.A, and you and LLPR each agree to personal jurisdiction in such courts.

Entire Agreement

This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.