

## End User License Agreement

Welcome to Complete Anatomy! Please read these Terms of Use (the “Terms”) carefully because they govern your use of 3D4 Medical, LLC’s and any of its affiliates (together “3D4Medical”) website located at [www.3d4medical.com](http://www.3d4medical.com) and related websites (“Sites”), mobile device application (“App”), and services accessible via the Sites and App. To make these Terms easier to read, the Site, our services and App are collectively called the “Services.”

### Agreement to Terms

By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, “you” and “your” will refer to that company or other legal entity.

### Privacy & Cookies Statement

Please refer to our [Privacy & Cookies Statement](#) for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy & Cookies Statement.

### Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site, on the App, or through other communications. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, including the availability of Group Accounts (defined below), or free Services features becoming paid Services features, at any time and without notice, in our sole discretion.

**We may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site, on the App, or through other communications. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue**

**all or any part of the Services, including the availability of Group Accounts (defined below), or free Services features becoming paid Services features, at any time and without notice, in our sole discretion.**

## **Who May Use the Services**

### **Eligibility**

You may use the Services only if you are 13 years or older and are not barred from using the Services under applicable law.

### **Registration and Your Information**

If you want to use certain features of the Services you'll have to create an account ("Account"). You can do this via the Site or you may be able to do this through your account with certain third-party services such as Facebook or Twitter (each, an "SNS Account"). If you choose the SNS Account option we'll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.

It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

### **Group Accounts**

You may create a group Account via the functionality of the Services ("Group Account"). The user who creates the Group Account is the Account administrator ("Administrator"). The Administrator selects the users who are permitted to be part of a Group Account. Group Account members may communicate, and shares Images and other User Submitted Content, with other Group Account members.

## **Feedback**

We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by emailing us at [info@3d4medical.com](mailto:info@3d4medical.com). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## **Content and Content Rights**

For purposes of these Terms “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services. “User Submitted Content” means any Content that users (including you) provide or submit to be made available through the Services, including, but not limited to, any Content you provide in connection with creating or updating an Account profile, e.g., a photograph or narrative for your Account profile.

### **Rights in Content Granted by 3D4Medical**

Subject to your compliance with these Terms, 3D4Medical grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute copies of the Content that 3D4Medical makes available via the Services, solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes. In addition, in connection with the exercise of the rights granted to you under these Terms, you may have the option to use the Services to create and publish recordings in connection with your use of the Content and the Services (“Recordings”).

You agree that all modifications to the Content and derivative works created by you based upon the Content (“Modifications”), and all Recordings are owned by 3D4Medical. To that end, you hereby irrevocably transfer and assign to 3D4Medical, and agree to irrevocably transfer and assign to 3D4Medical, all right, title and interest in and to such Modifications and Recordings, including all Intellectual Property Rights therein. At 3D4Medical’s request and expense, during and after the term of these Terms, you will assist and cooperate with 3D4Medical in all respects, and will execute documents, and will take such further acts reasonably requested by 3D4Medical to enable 3D4Medical to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Modifications and Recordings. You hereby appoint the officers of 3D4Medical as your attorney-in-fact to execute documents on your behalf for this limited purpose.

### **Content Ownership**

3D4Medical does not claim any ownership rights in any User Submitted Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Submitted Content.

3D4Medical and its licensors exclusively own all right, title and interest in and to the Services and Content that is not your User Submitted Content, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, “Intellectual Property Rights”) therein. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

## **Rights in User Submitted Content**

By making any User Submitted Content available through Services you hereby grant to 3D4Medical a non-exclusive, transferable, sublicenseable, worldwide, royalty-free, perpetual license to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute copies of your User Submitted Content in connection with operating and providing the Services and Content to you and to other Account holders.

You are solely responsible for all User Submitted Content. You represent and warrant that you own all your User Submitted Content or you have all rights that are necessary to grant us the license rights in your User Submitted Content under these Terms. You also represent and warrant that neither your User Submitted Content, nor your use and provision of your User Submitted Content to be made available through the Services, nor any use of your User Submitted Content by 3D4Medical or other Account holders on or through the Services will infringe, misappropriate or violate a third party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## **Rights and Terms for Apps**

### **Rights in App Granted by 3D4Medical**

Subject to your compliance with these Terms, 3D4Medical grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. 3D4Medical reserves all rights in and to the App not expressly granted to you under these Terms.

## **General Prohibitions and 3D4Medical's Enforcement Rights**

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any User Submitted Content, or exercise your license rights to use the Content that might result in content, a Modification or Recording that: (i) infringes, misappropriates or violates a third party's Intellectual Property Rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any

individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

- Access, tamper with, or use non-public areas of the Services, 3D4Medical's computer systems, or the technical delivery systems of 3D4Medical's providers;
- Attempt to probe, scan or test the vulnerability of any 3D4Medical system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by 3D4Medical or any of 3D4Medical's providers or any other third party (including another user) to protect the Services or Content;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by 3D4Medical;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a 3D4Medical trademark, logo URL or product name without 3D4Medical's express written consent;
- Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity in connection with your use of the Services;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content, including User Submitted Content, or to review or edit any User Submitted Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, including User Submitted Content, at any time and without notice, including, but not limited to, if we, in our sole discretion, consider any User Submitted Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## **DMCA / Copyright Policy**

3D4Medical respects copyright law and expects its users to do the same. It is 3D4Medical's policy to terminate in appropriate circumstances Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

## **Links to Third Party Websites or Resources**

The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

## **Payment**

Some features of the Services are available for free. Other features are paid features and you must pay 3D4Medical for access to the paid features. You agree to pay for the applicable paid features available to you via the Services, either on an annual or monthly subscription basis. We'll communicate the payments options available to you via the Services when you create your Account. Your receipt of the Services is conditioned upon timely payment for the applicable Services.

## **Termination**

We may terminate your access to and use of the Services, including, but not limited to, use of Group Accounts, (i) for any uncured breach of these Terms by you upon ten (10) days' notice to you, (ii) for your failure to pay for the applicable Services, or (iii) for other appropriate circumstances as determined by us in our sole discretion. You may cancel your Account at any time by sending an email to us at [info@3D4medical.com](mailto:info@3D4medical.com). Upon any termination, discontinuation or cancellation of Services or your Account, the following provisions of these Terms will survive: ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

## **Warranty Disclaimers**

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your

requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

## **Indemnity**

You will indemnify, defend and hold harmless 3D4Medical and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) the User Submitted Content, or (iii) your violation of these Terms.

## **Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER 3D4MEDICAL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT 3D4MEDICAL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL 3D4MEDICAL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO 3D4MEDICAL FOR USE OF THE SERVICES OR CONTENT OR TWO HUNDRED DOLLARS (\$200), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO 3D4MEDICAL, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN 3D4MEDICAL AND YOU.

## **Dispute Resolution**

### **Governing Law**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

### **Agreement to Arbitrate**

You and 3D4Medical agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services, Content or User Submitted Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"). Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide 3D4Medical with written notice of your desire to do so by email or regular mail at 445 Marine View Avenue Suite 110, Del Mar CA 92014 within thirty (30) days following the date you first agree to these Terms (such notice, an "Arbitration Opt-out Notice"). If you don't provide 3D4Medical with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide 3D4Medical with an Arbitration Opt-out Notice, will be the state and federal courts located in the Southern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide 3D4Medical with an Arbitration Opt-out Notice, you acknowledge and agree that you and 3D4Medical are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and 3D4Medical otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

### **Arbitration Rules**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

### **Arbitration Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration and a separate Demand for Arbitration for California residents.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

### **Arbitration Location and Procedure**

Unless you and 3D4Medical otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and 3D4Medical submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

### **Arbitrator's Decision**

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. 3D4Medical will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

### **Fees**

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, 3D4Medical will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

### **Changes**

Notwithstanding the provisions of the "Changes to Terms or Services" section above, if 3D4Medical changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [info@3d4medical.com](mailto:info@3d4medical.com)) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of 3D4Medical's email to you notifying you of such change. By

rejecting any change, you are agreeing that you will arbitrate any Dispute between you and 3D4Medical in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **General Terms**

These Terms together with the Privacy & Cookies Statement constitute the entire and exclusive understanding and agreement between 3D4Medical and you regarding the Services, User Submitted Content and Content, and these Terms together with the Privacy & Cookies Statement supersede and replace any and all prior oral or written understandings or agreements between 3D4Medical and you regarding the Services, User Submitted Content and Content. If any provision of these Terms and/or the Privacy & Cookies Statement is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the “Arbitration” section above or by court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice in accordance with the terms set forth above), that provision will be enforced to the maximum extent permissible and the other provisions of these Terms and/or the Privacy & Cookies Statement will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without 3D4Medical’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. 3D4Medical may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by 3D4Medical under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Sites or the App. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

3D4Medical’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of 3D4Medical. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## Contact Information

If you have any questions about these Terms or the Services, please contact 3D4Medical on our Site or or at:

[info@3d4medical.com](mailto:info@3d4medical.com)

445 Marine View Avenue  
Suite 110,  
Del Mar  
CA 92014  
USA

+1 (866) 514 3755