

## **User Terms Agreement for Lavin, Incorporated**

January 5, 2011

This User Terms Agreement (“Agreement”) contains the terms and conditions which govern use of the [www.lavinlift.com](http://www.lavinlift.com) website (“Site”) provided and maintained by Lavin, Incorporated (“LAVIN”). The Site implements LAVIN’s mission as a provider of durable medical equipment that simplifies and facilitates patient care.

The Agreement and related legal agreements and policies it may refer to constitute the entire agreement between LAVIN, along with its successors, assigns and licensees, and end users of the Site (“User” or “Users”). “User” is defined for present purposes as 1) a consumer or 2) a potential consumer, vendor or other affiliate with respect to products and services referenced on the Site.

### *Right to revise terms*

LAVIN reserves the right to change these terms and conditions at any time. Notice of such changes will be provided solely through revisions to this Agreement as posted on the Site. Accordingly, users who access this Site agree to periodically review legal statements published therein.

### *Confirmation of Acceptance and Legal Age*

Users’ continued acts of accessing the Site, making purchases and otherwise utilizing the content and interface therein serve to confirm the following:

- 1) User consents to the terms of this or any subsequent revision of the Agreement,
- 2) User is 18 years of age or older, or has secured permission of a parent, guardian or other legally responsible individual to view materials posted therein.
- 3) User has proper authority to make inquiries and/or purchases on behalf of any institutions or business entities with which User claims affiliation.

### *Enforcement of Terms*

In the event that any User fails to conform to these terms, in addition to pursuing other remedies and law or equity permitted in local jurisdictions, LAVIN shall exercise its right to terminate access to the Site and related services, including the right to purchase items advertised on the Site.

### *Waiver and Severability*

The failure of LAVIN to exercise or enforce any provision of these User Terms shall not constitute a waiver of such right or provision. If any provision of this or any related Agreement is found to be unenforceable or invalid in any jurisdiction, the remaining provisions of the Agreement shall retain their full force and effect in that jurisdiction.

### *Questions, Concerns and Dispute Resolution*

Users with questions or concerns regarding the use of the Site, or products and services related to the Site, should contact LAVIN at P.O. Box 91, Belleville, Michigan 48112 or [Customerservice@Lavinlift.com](mailto:Customerservice@Lavinlift.com).

### *Ownership of Intellectual Property*

Unless stated otherwise, all intellectual property related to the contents of the Site, including text, audio, images, video, trademarks, logos and other components is owned or licensed by LAVIN, its partners, affiliates and/or suppliers. All such property is protected by copyright and trademark laws and international treaty provisions. The general structure, look and feel, underlying program code and metadata utilized on the Site are subject to LAVIN's ownership rights. No such components of the Site, whether owned by LAVIN or third parties, may be copied, uploaded, published, distributed or otherwise disseminated in any form, including derivative or modified materials, without the express permission of LAVIN. Where such permission is granted, grantees will obtain and/or use materials only as specified by LAVIN.

Moreover, the products and processes described on the site, including but not limited to those explicitly protected under U.S. Patent law, should be considered as proprietary in nature. No rights to patents, copyrights, trademarks, trade secrets or other proprietary information or materials is granted in the absence of an express written grant of rights made by LAVIN to a specific party.

Where LAVIN's Site links Users to materials posted on outside websites owned by third parties, Users are required to apply the same deference to holders of the Intellectual Property encountered therein.

### *Website Content and Representations*

LAVIN provides descriptive and informative content on the Site in order to familiarize medical professionals and other caregivers with the benefits and proper uses of its products. None of the content on the Site should be construed as medical advice. Medical professionals should always be consulted with questions as to whether any method of lifting patients is medically appropriate. All content is provided on an 'as is' basis. LAVIN declines to make representations or warranties regarding the accuracy, reliability or completeness of information published on its Site or on outside websites to which it may direct Users.

LAVIN will strive to provide a continuous, high quality online presence via the Site, but due to the imperfect nature of the Internet and the technologies that populate it, LAVIN does not warrant that the Site will be available without flaws or interruptions and does not accept any related liability.

Further, while LAVIN shall make reasonable efforts to reduce risks related to computer viruses that may be transmitted over the Internet, it does not warrant that the Site is free of such risks.

Liability for all such content and technology related risks is expressly excluded to the extent permitted under local law.

#### *Availability of Content, Products and Services Internationally*

The Site is controlled and operated from the United States. LAVIN currently offers its products principally in the United States and Canada. While LAVIN reserves the option of extending its reach globally, it makes no representations that products and services described on the Site are uniformly available outside those primary locations. In any event LAVIN will abide by local law that governs access to specific content, products or services.

Users shall refrain from using the Site in any manner constituting a breach of any local laws or regulations, or in contravention of international treaties. This includes but is not limited to uses of the Site that willfully cause transmission of viruses or other technologies that damage the integrity of computer networks and related technologies, as well as the propagation of content which causes defamation, personal offense, annoyance or inconvenience to any group or individual.

#### *Third Party content and relationships*

Where for the convenience of Users the Site directs Users to external websites not subject to LAVIN's control, LAVIN is not responsible or liable in any way for such websites and cannot vouch for the suitability or accuracy of the content of those websites.

Where Users form direct relationships with vendors, content providers or any other third party as a consequence of using the Site, the Terms and Conditions applicable to the third party relationship shall have full force and effect. LAVIN shall not in any way be liable for losses and/or damages incurred in the course of the third party relationship. Where Users attempt to make use of any such third party's intellectual property in a manner that causes LAVIN to be held liable for infringement or in any other manner contrary to the Intellectual Property provisions incorporated in this Agreement, Users shall indemnify and defend LAVIN accordingly.

#### *LAVIN's Liability and Indemnity*

Neither LAVIN nor any of its officers, employees or representatives shall be liable for any damages arising from or in connection with the use of the Site. This exclusion of liability applies to all damages of any kind, including, but not limited to compensatory, direct, indirect or consequential damages, data loss or corruption, income loss or reduction, property loss or damage and claims of third parties.

Users agree to defend and indemnify LAVIN against all claims and expenses resulting from their breach of this or other Agreements with LAVIN relating to use of the Site. Users will cooperate fully and in good faith with LAVIN in its defense of any matter subject to such indemnification.

#### *Assignment of rights and obligations*

LAVIN may at its discretion assign or subcontract any rights and obligations under these User Terms to a third party. LAVIN shall publish assignment notices on the Site.

#### *Governing Law and Jurisdiction*

This Agreement, as well as other LAVIN Agreements and Policies referred to in the Site or applying to our products, urges compliance with local law throughout all jurisdictions served by LAVIN, but it is exclusively subject to the laws of the state of Michigan, United States of America. All claims or disputes arising in relation to, out of or in connection with these User Terms shall be interpreted and enforced by its courts.

#### *Dispute Resolution*

It is LAVIN's firm policy that in the event of any dispute arising from use of the Site which is not otherwise addressed, prior to seeking relief in any court, the parties to the dispute shall proceed in good faith to attempt resolution through informal, cost effective mediation with the assistance of a qualified mediation provider capable of conducting a long distance mediation session via Internet conferencing or other remote means. The parties shall otherwise avail themselves of legal remedies in the appropriate venue.