



User Agreement

Introduction

ZapIT! Medical is a social community and collection of services that brings Medical physics professionals together to share resources with the goal of improving the delivery of medicine. When you use the website we provided, you agree to our terms of use. Please take the necessary time to read and understand our agreement. By accepting, you are entering into a legally binding agreement.

You are entering into a legal agreement with ZapIT! Medical LLC, 6371 Riverside Drive, Dublin, Ohio 43017. If you do not want to register and create an account, do not enter into this Agreement and do not click "Join Today" and do not access or view any of ZapIT! Medical website services or content. By clicking "Join Today" you are confirming that you have read, and understand, the terms of this Agreement.

By accessing or using our website in any manner, including, but not limited to, visiting or browsing the website or contributing content or other materials, you agree to be bound by this User Agreement. By accessing or using our website you also represent that you have the legal authority to accept the User Agreement on behalf of yourself and any party you represent in connection with your use of our website or services. **If you do not agree to the Agreement terms, you are not authorized to use the ZapIT! Medical website.**

- Last revised on July 30, 2013

Changes To The User Agreement

We reserve the right, at our sole discretion, to modify or replace the terms and conditions set forth by the User Agreement by posting the updated terms on our website. Your continued use of the website after any such changes constitutes your acceptance of the new User Agreement. Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access, or continue to access the Site or discontinue any use of the website immediately. If you have any questions about this Agreement, please contact us via email at support@zapitMedical.com.

General Provisions Of The Website

ZapIT! Medical makes the website available to you under the User Agreement. You may only use our website in accordance with this Agreement. In particular but without limitation, you may not use the website for any purpose that is unlawful or prohibited by this User Agreement, or any other conditions or notices that are made available on our website.

Location Of The Website

The ZapIT! Medical website is controlled and offered by ZapIT! Medical from its facilities in the United States of America. ZapIT! Medical makes no representations that the website is appropriate or available for use in other locations. If you are accessing or using our website from other jurisdictions, you do so at your own risk and you are responsible for compliance with local law. Notwithstanding the foregoing, our website may contain or provide links to content hosted on websites located outside of the United States of America.

User Conduct

Users agree not to use our website to:

1. Post, use or transmit Content that you do not have the right to post or use, for example, under intellectual property, confidentiality, privacy or other applicable laws;
2. Post, use or transmit unsolicited or unauthorized Content, including advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited or unwelcome solicitation or advertising;
3. Post, use or transmit Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt our website or servers or networks connected to the website, or that disobeys any requirements, procedures, policies or regulations of networks connected to the website;
4. Post or transmit Content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person or contrary to any applicable laws and regulations;
5. Intimidate or harass another;
6. Use or attempt to use another's account, service, or personal information;
7. Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the website;
8. Attempt to gain unauthorized access to the website, other accounts, computer systems or networks connected to the website, through hacking password mining or any other means or interfere or attempt to interfere with the proper working of the website or any activities conducted through the website;
9. Use any means to bypass or ignore robots.txt, or other measures we use to restrict access or use of the website;

10. Impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
11. Post or transmit any personally identifiable information about persons under 13 years of age, including without limitation in connection with the website or the services offered thereon.
12. In addition, you may not (and may not authorize another party to): (i) frame or otherwise co-brand the website (for example, by displaying a name, logo, trademark or other means of attribution of a third party that is reasonably likely to give the user the impression that that third party has the right to display, publish or distribute the website); or, (ii) use our website in any manner that could disable, overburden, damage or impair such website, or interfere with any other party's use and enjoyment of our website.

Terms Relating To Content On Our Website

1. Responsibility for Content. You understand that all material, data and information, such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images (collectively, "Content") which you may have access to as part of, or through your use of, the our website are the sole responsibility of the person from which such Content originated. This includes assertions that persons may make, expressly or impliedly, about the provenance and ownership of Content that they supply, upload, list and/or link to. You acknowledge that ZapIT! Medical does not make any representations or warranties about the Content, including without limitation, about the accuracy, integrity or quality of the Content made available at the instigation of users of the our website. You understand that by using the our website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances is ZapIT! Medical liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted to, linked to or otherwise accessible or made available via the our website.
2. Licenses Associated With Content on our website.
 - a. ZapIT! Medical Content: All Content (other than computer software) owned by ZapIT! Medical and made available by ZapIT! Medical on the website is owned and copyrighted by ZapIT! Medical, unless marked otherwise.
 - b. Your Content: You retain the copyright in your Content that you provide on the website. You hereby agree that all Content you voluntarily provide to ZapIT! Medical on or through our website is not copyrightable, or is in the public domain (such as Content you or another make available under ZapIT! Medical. **If Content you provide is protected by copyright, you must not provide it to ZapIT! Medical.** For the avoidance of doubt, you may otherwise license your Content on any terms or no terms at all, but upon uploading or supplying Content protected by copyright to ZapIT! Medical on our website, you are licensing such Content under a to ZapIT! Medical.

- c. Third Party Content: Third Party Content and Third Party Websites (as defined in Section 9, below) that ZapIT! Medical links to or embeds in our website or that are provided through other services, including but not limited to blogs and news feeds, are subject to the license terms accompanying such Content. For Third Party Content and Third Party Websites that ZapIT! Medical supplies, as a courtesy ZapIT! Medical will take reasonable steps to clearly mark any such Third Party Content or Third Party Websites that are not licensed under a ZapIT! Medical; **provided, however, that ZapIT! Medical cannot and does not make any guarantee or warranty whatsoever about the license terms of Third Party Content or Third Party Websites and provides all such information AS-IS.** We encourage you to always verify the license of any such Content before use.
 - d. Search Results: ZapIT! Medical provides website search tools as a Service on our website. Those search tools may return Content that is not ZapIT! Medical licensed. ZapIT! Medical will make reasonable efforts to clearly mark whether such Content is licensed under a ZapIT! Medical license based on any license information our search tools are able to locate and interpret. As stated above, you should independently verify the terms of the license attached to any Content you intend to use.
- 3. Content You Provide. You may only submit Content to our website that you have the right to submit. This means that you can only submit Content that you yourself create, that is in the public domain or that you have been expressly granted the right to submit consistent with the User Agreement. For the avoidance of doubt, Content that infringes the rights of any third party (e.g., Content used without express permission of the copyright owner and not otherwise permitted by law) must not be submitted. **You represent, warrant and agree that no Content of any kind submitted, posted or otherwise shared by you on or through our website, violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contains libelous, defamatory or otherwise unlawful material. Further, you represent, warrant and agree not to submit any personally identifiable information, including any Content containing personally identifiable information, about any person who is under 13 years of age.** ZapIT! Medical may, but is not obligated to, review your submissions and may delete or remove (without notice) any Content in its sole discretion that ZapIT! Medical determines violates the User Agreement or that may be offensive, illegal, or that might violate the rights, harm or threaten the safety of others. ZapIT! Medical does not endorse or support any Content posted by you or any other third party on or through our website. You alone are responsible for creating backup copies and replacing any Content you post on our website, and you authorize ZapIT! Medical to make copies of your Content as we deem necessary in order to facilitate the posting of your Content on our website. You may request the removal of your Content from our website at any time, and ZapIT! Medical will take reasonable steps to promptly remove such Content; provided, however, that ZapIT! Medical can remove any such Content only from its website and cannot remove Content from email archives, wiki history pages and similar community forums where you may post content, or others' computers, such as Content you may have sent to

others in an email posted to a ZapIT! Medical email list. If you choose to remove your Content, the ZapIT! Medical license you granted when submitting such Content (see subparagraph (b)(ii), above) will remain in full force and effect in accordance with its terms.

4. Use of Content on our website. You may use the Content you find on our website in accordance with the terms of the license applicable to that Content. For the avoidance of doubt, you must attribute all Content (except public domain Content) in the manner specified by the author or licensor (including attribution to any designated Attribution Party) and in accordance with the terms of such license and you must not remove or alter any copyright, trademark, name or other notice or legend that appears in connection with the Content. You represent and warrant to ZapIT! Medical that you will use any and all Content on our website in accordance with the applicable license. You should be sure to review the terms of that license before you use the Content to which it applies so that you know what you can and cannot do. By using our website, you agree that you are solely responsible for your use of any and all Content made available thereon. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the provenance, ownership, accuracy, completeness, or reliability of such Content. In this regard, you acknowledge that you may not rely on any Content made available on our website without your own independent evaluation of that Content. **ZapIT! Medical does not guarantee that Content made available on our website does not infringe the rights of any third party.**

Third Party Websites and Content; Links

Our website may contain links to websites not controlled by ZapIT! Medical (“Third Party Websites”), as well as Content belonging to or originating from persons or organizations other than ZapIT! Medical (“Third Party Content”). You acknowledge that ZapIT! Medical is not responsible or liable for any Third Party Websites or any Third Party Content, information or products made available at any Third Party Website, regardless of whether Third Party Websites provide the option for users to apply ZapIT! Medical licenses to Content hosted on those sites, or whether any Third Party Website or Third Party Content bears a ZapIT! Medical license. You further acknowledge that ZapIT! Medical (a) is not responsible or liable for any Third Party Websites or any Third Party Content, information or products made available at any Third Party Website; (b) has not reviewed any Third Party Websites or Third Party Content for accuracy, appropriateness, completeness or non infringement; (c) has not sponsored or otherwise endorsed Third Party Websites or Third Party Content; and (d) makes no representations or warranties whatsoever about any Third Party Websites or Third Party Content.

Participating in Our Community: Registered Users.

Registering for an account on our website, (located at <http://www.zapitmedical.com>) is void where prohibited. Only persons who are over the age of majority in their jurisdiction (which

typically is 18, but may be different in your jurisdiction) and fully competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in the User Agreement and to abide by and comply with the Agreement may register for an account and use the related services. Any registration by, use of or access to the Services provided to Registered Users (defined below) by anyone under the age of 18, is unauthorized, unlicensed and a violation of these User Agreement. By registering for an account on our website or using the related Services, **you represent and warrant that you 18 years of age or older**, and you further agree to abide by all of the terms and conditions of the User Agreement.

Services offered to Registered Users are provided subject to the User Agreement and any Additional Terms specified on the website. ZapIT! Medical reserves the right to modify or discontinue the accounts of Registered Users at any time. ZapIT! Medical disclaims any and all liability to Registered Users and third parties in the event ZapIT! Medical exercises its right to modify or discontinue user accounts or related Services.

Registration; Security. You agree to (a) provide accurate, current and complete information about you, if and as may be prompted by the registration process on our website, (b) maintain the security of your password(s) and identification, (c) maintain and promptly update your registration information and any other information you provide to ZapIT! Medical, and to keep it accurate and complete to, among other things, allow us to contact you, and (d) be fully responsible for all use of your account and for any actions that take place using your account. It is your responsibility to ensure that ZapIT! Medical has up-to-date contact information for you. You may not set up an account or membership on behalf of another individual or entity unless you are authorized to do so.

No Membership in ZapIT! Medical. As used in the User Agreement, “Registered User” means a person who has registered and obtained an account on our website. Becoming a Registered User or using the website does not and shall not be deemed to make you a member, shareholder or affiliate of ZapIT! Medical for any purposes whatsoever.

Termination; Termination and Inactivation of User Accounts. Your participation as a Registered User and use the related Services terminates automatically upon your breach of any of the terms provided in the User Agreement.

In addition, ZapIT! Medical may, at any time: (a) modify, suspend or terminate the operation of or access to your user account for any reason; (b) modify or change our website and any applicable terms and policies governing your user account and related Websites and Services for any reason; and (c) interrupt user accounts for any reason, all as ZapIT! Medical deems appropriate in its discretion. Your access to your account, and use of the related website may be terminated by you or by ZapIT! Medical at any time and for any reason whatsoever, without notice.

In addition, ZapIT! Medical reserves the right to delete and purge any account and all Content associated therewith following any prolonged period of inactivity, all as may be determined by ZapIT! Medical in its complete discretion.

Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, ZAPIT! MEDICAL OFFERS OUR WEBSITE AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ZAPIT! MEDICAL DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ZAPIT! MEDICAL SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ZAPIT! MEDICAL DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

Limitation of Liability

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL ZAPIT! MEDICAL, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS (“THE ZAPIT! MEDICAL PARTIES”) BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITE (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE ZAPIT! MEDICAL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ZAPIT! MEDICAL PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE WEBSITES OR SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE WEBSITES OR SERVICES, FOR YOUR USE OF THE WEBSITES AND SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE WEBSITES, IN CONNECTION WITH THE SERVICES OR OTHERWISE RELATING TO THE WEBSITES OR SERVICES.

Indemnification for Breach of Terms of Use

You agree to indemnify and hold harmless the ZapIT! Medical Parties (defined above) from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys fees, resulting, whether directly or indirectly, from your violation of the User Agreement. You also agree to indemnify and hold harmless the ZapIT! Medical Parties from and

against any and all claims brought by third parties arising out of your use of our website and the Content you make available via our website by any means, including without limitation through a posting, a link, reference to Content, or otherwise.

Privacy Policy

ZapIT! Medical is committed to handling responsibly the information and data we collect through our website and agrees to use your personal information in accordance with the Privacy Policy and the User Agreement. The Privacy Policy is hereby incorporated by reference into this User Agreement.

Trademarks

Our website may contain trademarks, service marks, logos and other names that are the property of ZapIT! Medical or such other party as indicated with respect to that name or icon. In the case of ZapIT! Medical' trademarks, logos and icons, these may only be used in accordance with our Trademark Policy.

Copyright Complaints; DMCA Compliance

ZapIT! Medical respects the intellectual property rights of others, and we prohibit users of our website from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights.

ZapIT! Medical complies with the provisions of the Digital Millennium Copyright Act ("DMCA"). Additionally, it is our policy to terminate usage rights and any applicable user accounts of users we determine to be "repeat infringers" of others' copyrights.

Content hosted on Third Party Websites is the responsibility of those Websites, and not of ZapIT! Medical, regardless of whether the Content bears a ZapIT! Medical license. If you are the copyright owner of Content hosted on a Third Party Website, and you have not authorized the use of your Content, please contact the administrator of the hosting Website directly to have the Content removed.

Termination of this Agreement

This User Agreement will continue to apply until terminated by either you or ZapIT! Medical as set out below. Your right to access and use our website terminates automatically upon your breach of the User Agreement.

ZapIT! Medical may, at any time: (a) modify, suspend or terminate the operation of or access to our website, or any portion of our website, for any reason; (b) modify or change our website, or

any portion of our website, and any part of the User Agreement and other policies governing the use of our website, for any reason; (c) interrupt the operation of our website, or any portion of our website, for any reason, all as ZapIT! Medical deems appropriate in its sole discretion.

Your access to, and use of, our website may be terminated by you or by ZapIT! Medical at any time and for any reason. ZapIT! Medical will use reasonable efforts to notify you in advance about any material modification, suspension or termination by ZapIT! Medical that is not caused by your breach of the User Agreement.

The disclaimer of warranties, the limitation of liability and the jurisdiction and applicable law provisions shall survive any termination. The license grants mentioned herein shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations shall survive any termination for one year.

Miscellaneous Terms

This User Agreement and any Additional Terms are governed by and construed by the laws of the State of Ohio, in the United States, exclusive of its choice of law rules. The parties agree that any disputes or proceedings between ZapIT! Medical and you concerning this User Agreement, and/or our website shall be brought in a federal or state court of competent jurisdiction sitting in the Southern District of Ohio, and hereby consent to the personal jurisdiction and venue of such court. Either party's failure to insist on or enforce strict performance of any of the User Agreement shall not be construed as a waiver of any provision or right. If any term or part of the User Agreement is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions. The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and ZapIT! Medical as a result of the User Agreement, or your use of the website. These User Agreement and any applicable Additional Terms constitute the entire agreement between you and ZapIT! Medical relating to this subject matter and supersede all prior, contemporaneous and future communications (with the exception of future amendments to the User Agreement as made available by ZapIT! Medical from time to time) between you and ZapIT! Medical. A printed version of the User Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to the User Agreement to the same extent and subject to the same conditions as other business documents and records originally generating and maintained in printed form.