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GENERAL RIGHTS AND RESTRICTIONS

Health Information

Universal Notes provides information about the general principles of medicine and its associated disciplines and is not intended as a working guide to patient care, drug administration or treatment.

Medicine is a constantly evolving field and changes in practice occur regularly. Universal Notes is not intended to be a substitute for the advice of a physician or other licensed and qualified medical professional. You should not use any information in Universal Notes to diagnose health problems or to administer treatment, and should always consult a physician prior to taking any action based upon the medical or health-related information found in Universal Notes.

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You must be an adult or have an adult's permission

The Services and the SITE may only be used by individuals who are at least 18 year of age or older. You must be an adult, or have the express permission of an adult, to use the SITE. Your use of the Services, access to the SITE, making purchases, access or streaming of Digital Content or contacting UNIVERSAL NOTES™ will be deemed to be a representation that you are 18 years of age or older or otherwise are an entity that can form legally binding contracts under applicable law. Under no circumstances may you use the Services, access the SITE or provide any personal information about yourself to us if you are under the age of 13-years-old without your parent's or legal guardian's supervision and consent. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible.

You must follow all laws

You must comply with all of the terms and conditions of this TOU, any policies referred to below or on the SITE, and all applicable laws, regulations and rules when you use the SITE.

Right to use the SITE

Subject to the terms and conditions of this TOU, you are hereby granted a limited, revocable, non-exclusive right to use the Services and materials on the SITE as required in the normal course of your personal use of the SITE.

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THE SERVICE/REGISTRATION/COMMUNICATIONS

Registration. You do not have to register, create a user account, or otherwise provide us with any information in order to visit the SITE. However, if you wish to purchase or access certain Digital Content or otherwise access special features of the SITE, including new features that may become available in the future, you will be required to register with us and create a user account (your “Account”), which will require that you provide us with certain contact (including a valid email address) information. If you are younger than 13, you will not be able to create an Account and instead must have your parent or legal guardian who is over the age of 18 create an Account. If you are over the age of 13 but less than 18 years old, you will be able to create an account with the permission of your parent or legal guardian who is over the age of 18. All information that you provide to us must be lawful, accurate, current and complete.

Consent to Communications from UNIVERSAL NOTES™

Areas of the SITE may request that you provide UNIVERSAL NOTES™ with your email address. By providing UNIVERSAL NOTES™ your email address, you

consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. You may opt-out of such Service-related emails by choosing the option stating you do not wish to receive such emails. We may also use your email address to send you other messages, including changes to features of the Services or news related to UNIVERSAL NOTES™. If you do not want to receive such email messages, you may opt out. Opting out may prevent you from receiving email messages regarding updates or improvements. Under no circumstances should you respond to a request for any passwords or other personally identifiable information, particularly a request from an individual claiming to be an employee of UNIVERSAL NOTES™. UNIVERSAL NOTES™'s employees will never ask for passwords or other personally identifiable information. You must notify UNIVERSAL NOTES™ if you receive such a request.

Passwords

Once you register for your Account, you will be prompted for a valid Username and Password whenever you want to make access certain aspects of the SITE or your Account. When you create your Account, you will be required to create a password. We also recommend that you change your password often, with an interval of no more than 30 days between password changes. You are solely responsible for the activity that occurs on your Account, and you must keep your account password secure. You must notify UNIVERSAL NOTES™ immediately of any breach of security or unauthorized use of your Account.

Updates

You agree to update your Account with any changes to information you provided to us. You understand that it is important to keep the email address associated with your account current because although you may be able to log into your Account using an old email address, you will not receive messages from UNIVERSAL NOTES™ about your orders and other inquiries.

PRIVACY POLICY/SECURITY

Privacy Policy

You agree to the terms of UNIVERSAL NOTES™'s Privacy Policy, which is incorporated by reference into this TOU.

Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will be unable to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

YOUR ACTIONS

Overview

The SITE may offer opportunities for interactive activities in the future, which may enable you and other Users to communicate with each other directly, or which enable you and other Users to post information and other material that will be visible to other Users of the Services. To ensure a safe environment for all Users to freely participate and interact with the SITE, you agree that all interaction with the SITE by you may be used only for lawful purposes in accordance with this TOU.

Postings Become Public

If you are using any Services, and post, publish or communicate any information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material on or through the SITE and Services, such content can be seen by other Users, so please choose carefully the information that you post and/or provide to other Users ("User Created Content"). UNIVERSAL NOTES™ shall not be liable for any compensation, claims, or damages resulting from any use of any User Created Content, and you agree to defend and hold UNIVERSAL NOTES™ harmless with respect to any such compensation, claims, or damages, including attorneys' fees.

Prohibited Conduct.

- No Harassment. You may not post or transmit through the SITE any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. You may not post or transmit through the SITE anything to otherwise defame, abuse, harass, stalk any individual, or disrupt or interfere with the security or use of the Services, the SITE or any websites linked to the SITE.
- Unauthorized Activities. You may not use the SITE or Services or submit anything to us in a manner that: (a) involves, directly or indirectly, the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming" or otherwise uses the communication systems provided by the Services for any commercial solicitation purposes; (b) permits unauthorized access to restricted or password only access pages or hidden page or images (those not linked to or from another accessible page); (c) solicits or collects, manually or through an automatic process, passwords or personal identifying information about Users or other information related to the SITE or the Services for commercial or unlawful purposes; (d) involves unauthorized commercial activities such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) includes a photograph or video of another person that you have posted without that person's consent; (f) circumvents or

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Reporting

If you become aware of misuse of the Services, including any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violates any applicable law, UNIVERSAL NOTES™ encourages you to inform us at senioreditor@myuniversalnotes.com. Notwithstanding the foregoing, UNIVERSAL NOTES™ assumes no responsibility for ongoing monitoring of the SITE or for removal or editing of any User Created Content, even after receiving notice. UNIVERSAL NOTES™ assumes no liability for any action or inaction with respect to conduct, communication, or User Created Content within the SITE.

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UNIVERSAL NOTES™ respects the intellectual property rights of others and expects its users to do the same. UNIVERSAL NOTES™ may remove content that in its sole discretion appears to infringe the intellectual property rights of others. It is also our policy to terminate the accounts of repeat offenders. If we remove or disable access to comply with the Digital Millennium Copyright Act we will make a good-faith attempt to contact the owner, author, or administrator of each affected account so that they may make a counter notification pursuant to sections 512(g)(2) and (3) of that Act.

Infringement Notification

If you believe that content residing on or accessible through our website infringes a copyright for which you own or are a designated agent, please send a notice of infringement by Certified Mail with the information that sets forth the items specified below. Please note that we may post your notification, with personally identifiable information redacted, to a clearinghouse. To expedite our ability to process your request, please use the following format:

- Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works at the SITE are covered by a single notification, provide a representative list of such works.
- Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit UNIVERSAL NOTES™ to locate the material. Include the specific asset(s) or page(s) that you claim to be infringing. Say entire work ONLY if all assets/pages in a collection/document are infringing.
- Include details of your claim to the material, or your relationship to the material's copyright holder.
- Provide your full name, address, and telephone number should we need to clarify your claim.
- Provide a working email address where we can contact you to confirm your claim.
- If true, include the following statement: "I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."

- If true, include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint.”
- Sign the document, physically or electronically.
- Send the document via Certified Mail to: Universal Notes, LLC 59 Derby Lane, Huntington, WV 25705
- We will review your claim and determine its merit. If, after our review, we believe your claim is sufficient to remove the information from public view, we will do so immediately and provide you with confirmation. If your claim is insufficient to act upon, or, in our consideration the material has been posted with a good faith effort and compliant with the DMCA, we will notify you and provide you opportunity to clarify or seek additional remedy.

How do I file a DMCA counter notice?

The process for counter-notifications is governed by Section 512(g) of the Digital Millennium Copyright Act (<http://www.copyright.gov/legislation/dmca.pdf>). If you believe that your material has been removed improperly, you may file a counter notification. To file an official counter notification with us, you must provide a written communication that sets forth the items specified below. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

Elements of Counter-Notification

To expedite our ability to process your counter notification, please use the following format:

- Identify the specific URLs of material that UNIVERSAL NOTES™ has removed or to which UNIVERSAL NOTES™ has disabled access.
- Provide your full name, address, telephone number, and email address, and the username of your UNIVERSAL NOTES™ account.
- Provide a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or any judicial district in which UNIVERSAL NOTES™ may be found if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection (c)(1) (C) or an agent of such person.
- Include the following statement: “I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”

- Sign the notice.
- Send the written communication via Certified Mail to Universal Notes, LLC
59 Derby Lane, Huntington, WV 25705
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You represent and warrant to UNIVERSAL NOTES™ that: (i) you have the full power and authority to enter into and perform your obligations under this TOU; (ii) your assent to and performance of your obligations under this TOU does not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules; (iii) this TOU constitutes legal, valid and binding obligations on you, enforceable in accordance with its terms and conditions; (iv) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of any third party in your use of the SITE or the Services; and (v) you will comply with all applicable laws, rules and regulations in your use of the Services and the SITE, including this TOU.

INDEMNIFICATION

You agree to defend, indemnify, and hold UNIVERSAL NOTES™ and its employees, representatives, agents, attorneys, affiliates, directors, officers, and members ("Indemnified Parties") harmless from any damage, loss, cost or

expense (including without limitation, attorneys' fees and costs) incurred in connection with any third party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this TOU by you, including violations of law or allegations of violation of privacy, publicity intellectual property rights related to content you submit, (ii) arising from, related to, or connected with your use of the SITE or the Services, (iii) any other party's access and use of the Services with your unique username, password or other appropriate security code (if such codes are required to access Services in the future). If you are obligated to provide indemnification pursuant to this provision, UNIVERSAL NOTES™ may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without the consent of UNIVERSAL NOTES™.

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EXCLUSION OF DAMAGES

To the maximum extent permitted by applicable law, in no event shall UNIVERSAL NOTES™, its affiliates, directors, associates, partners, agents, employees or representatives be liable for any indirect, exemplary, punitive, special, incidental or consequential damages whatsoever (including but not limited to damages arising from breach of contract, warranty, tort or strict liability for loss of profits, loss of data, loss of goodwill, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever), arising out of or in any way related to the use of or inability to use the website or services, regardless of the cause of action on which they are based, even if UNIVERSAL NOTES™ or such other PERSONS OR ENTITIES have been advised of the possibility of such damages.

LIMITATION OF LIABILITY

IN NO EVENT WILL THE LIABILITY OF UNIVERSAL NOTES™ IN CONNECTION WITH THIS TOU, THE WEBSITE OR SERVICES EXCEED \$1,000.

ADDITIONAL RIGHTS

YOU MAY HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO A USER DEPENDING ON HER, HIS, OR ITS STATE OF RESIDENCE.

International Use. The SITE and Services are controlled and operated from facilities in the United States. UNIVERSAL NOTES™ makes no representations that the SITE and Services are appropriate or available for use in other locations. Those who access or use the SITE and Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations.

UNIVERSAL NOTES™ will not be liable for failing to perform under this TOU by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to UNIVERSAL NOTES™ to perform, fire, terrorism, natural disaster or war.

DISPUTES

In light of UNIVERSAL NOTES™ 's substantial contacts with the State of West Virginia, and your and our interests in ensuring that disputes regarding the interpretation, validity and enforceability of the TOU are resolved on a uniform basis, and UNIVERSAL NOTES™ 's execution of, and the making of, the TOU in West Virginia, you agree that: (i) any claim, cause of action or dispute you have

with UNIVERSAL NOTES™ and any litigation involving any noncompliance with or breach of the TOU, or regarding the interpretation, validity and/or enforceability of the TOU, must be filed and exclusively conducted in the state or federal courts in Cabell County, West Virginia; and (ii) the Agreement shall be interpreted in accordance with and governed by the laws of the State of West Virginia, without regard for any conflict of law principles. You agree to submit to the personal jurisdiction of the state or federal courts in Cabell County, West Virginia for these purposes. Any claim or dispute between you and Company that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Cabell County, West Virginia, unless submitted to arbitration as set forth in the following paragraph.

LIMITATION ON ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the SITE or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

CHANGES TO THE SITE OR SERVICE

UNIVERSAL NOTES™ may, in its sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the SITE or the Services, temporarily or permanently, at any time without notice to you, and UNIVERSAL NOTES™ will not be liable for doing so. This SITE could include inaccuracies or typographical errors.

TERMINATION

UNIVERSAL NOTES™ will have the right in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your access to the SITE or Services, with or without cause. Such reasons may include, without limitation: (i) your breach of any part of this TOU, or (ii) your violation of the rights of any third party.

NOTICES AND ELECTRONIC COMMUNICATIONS

Except as otherwise specifically provided in this TOU, all notices required by or permitted to be given under this TOU will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If you give notice to UNIVERSAL NOTES™, you must use the address shown on the SITE. If UNIVERSAL NOTES™ provides notice to you, UNIVERSAL NOTES™ must use the contact information provided by you to UNIVERSAL NOTES™. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if delivery by U.S. Mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no “system error” or other notice of non-delivery is

generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

MISCELLANEOUS TERMS

Software made available on this SITE may be subject to United States export control laws, which state that certain software cannot be downloaded from this SITE to certain countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software made available on this SITE, you represent and warrant that you are not located in, under the control of, or a national, or resident of any such country or on any such list. This TOU contains the entire understanding of you and UNIVERSAL NOTES™ regarding the use of the SITE, and supersedes all prior and contemporaneous agreements and understandings between you and UNIVERSAL NOTES™ regarding its subject matter. This TOU will be binding upon each party hereto and its successors and permitted assigns. This TOU and all of your rights and obligations under them (including, without limitation, your membership, if any) will not be assignable or transferable by you without the prior written consent of UNIVERSAL NOTES™. No failure or delay by a party in exercising any right, power or privilege under this TOU will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this TOU. You and UNIVERSAL NOTES™ are independent contractors, and no agency, partnership, joint venture; employee-employer relationship is intended or created by this TOU. The invalidity or unenforceability of any provision of this TOU will not affect the validity or enforceability of any other provision of this TOU, all of which will remain in full force and effect.