

ACCUFIX WEBSITE TERMS & CONDITIONS OF USE

Effective as of: December 18th, 2024

As a convenience to you, Accufix Surgical, Inc. (“**Accufix**”, “**we**”, “**us**”, “**our**”) grants you access to the website <https://www.accufixsurgical.com>, as well as to the information and services available on this website (collectively, the “**Website**”), conditioned upon your acceptance of these Website Terms of and Conditions of Use and Accufix’s Privacy Policy (such documents, collectively, the “**Terms of Use**” or the “**Terms**”). YOUR USE OF THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF, AND AGREEMENT TO FOLLOW AND BE BOUND BY, THE TERMS OF USE, WHICH CONSTITUTE A LEGAL, BINDING AGREEMENT BETWEEN YOU AND ACCUFIX. IF YOU DO NOT AGREE TO AND ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THE TERMS OF USE, PLEASE EXIT THE WEBSITE.

By entering and using the Website, you acknowledge and agree that the Website will only be construed and evaluated according to United States law. If you use this Website from other locations, you are responsible for complying with any and all applicable laws. Any and all information contained within the Website, including but not limited to information regarding Accufix’s products, applies only to those products provided or offered within the United States.

THE TERMS OF USE INCLUDE MANDATORY ARBITRATION AND CLASS ACTION WAIVERS. PLEASE SEE SECTION 11. THIS MEANS THAT YOU AND ACCUFIX ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

1. Intellectual Property

As between you and Accufix, Accufix and its licensors own the Website and all of the content on the Website, including, without limitation, all displays, text, images, graphics, interfaces, functionalities, photographs, video clips, audio clips, designs, icons, wallpaper, characters, artwork, sounds, information, software, data, data compilations, and other materials, and all HTML design, “look and feel”, selection, arrangement, layouts, design, organization, configurations, computer generated imagery or “CGI”, and other code and scripts in any format used to implement the Website (collectively, the “**Content**”), all of which may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Unless otherwise indicated on the Website, you may use the Content available on the Website only for your own non-commercial, information purposes if you are a consumer as well as for your own internal business and information purposes if you are on the Website in your role as a healthcare provider, and you may, subject to any stated restrictions or limitations, print a single copy of a limited amount of Content solely for these purposes, if the copy bears all copyright and other intellectual property and proprietary notices displayed on such Website.

If you are a physician or researcher interested in conducting additional research with our products, please contact us via email at medicalaffairs@accufixsurgical.com.

Except as expressly authorized by the Terms of Use, you may not reproduce, distribute, publish, download, transmit, modify, create derivative works from, publicly display, publicly perform, or in any way use or exploit, any

of the Content, in whole or in part, without Accufix's prior written consent, provided that (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; and (b) you may store files that are automatically cached by your Web browser for display enhancement purposes.

Further, you are prohibited from (i) framing pages or parts of pages on the Website and deep linking to pages in the Website; (ii) using our proprietary trademarks, service marks, or trade names, or any Content, as or in any meta tags or any other "hidden text" techniques or technologies; (iii) modifying or changing copies of any materials from the Website; and (iv) removing, obscuring, deleting or altering any copyright, trademark, or other proprietary rights notices from copies of materials from the Website. You may not rent, lease, lend, sell, sublicense, assign, publish, transfer, or otherwise make available the Website, or any Content, to any third party for any reason, including, without limitation, by making the Website available on a network where it is capable of being accessed by more than one device at a time.

Accufix owns or licenses all trademarks, service marks, and trade names on the Website, unless indicated otherwise on the Website. You may not use these marks without Accufix's prior express written permission other than to identify Accufix as the owner of the marks or source of a branded product.

Except as expressly provided above in this Section 1, Accufix is not granting you any rights to use Content or a license under any copyright, trademark, service mark, patent, or other intellectual property or proprietary right in any Content. Nothing in the Terms of Use will be interpreted as conferring by implication, estoppel, or otherwise any license or right under any copyright, trademark, service mark, patent or other proprietary, intellectual, or other right of Accufix or any third party. You obtain no rights in the products, processes, or technology described on this Website by accessing or using the Website. Accufix and any third-party owners retain all of those rights.

If you wish to make any use of Content other than as authorized in this Section 1, please contact us via email at info@accufixsurgical.com.

If you print, copy, modify, download, or otherwise use or exploit any part of the Website in breach of the Terms of Use, or provide any other person or entity with access to any part of the Website in breach of the Terms of Use, your right to use the Website will immediately cease, and you must, at our option, return or destroy any copies of materials from or related to the Website which you have created or to which you have contributed. Any use of the Website not expressly permitted by the Terms of Use is a breach of the Terms of Use and may violate copyright, trademark, and other applicable laws.

2. Claims of Copyright Infringement

If you believe your copyright or other intellectual property has been violated by content accessible via the Website, please contact us by email at info@accufixsurgical.com.

3. Your Use of the Website

(a) **Use and Security.** You are responsible for all of your usage of the Website and all other activities relating thereto. If you become aware of any breach of security relating to the Website, you must alert Accufix immediately by written notice to info@accufixsurgical.com.

(b) **Unsolicited Information.** By sending us any ideas, suggestions, proposals, plans, photos, videos, or

other materials, whether via our Website, our social media pages, email, postal mail, or otherwise (collectively, “**Unsolicited Information**”), you hereby grant Accufix a fully paid-up, royalty-free, worldwide, perpetual, irrevocable, non-exclusive, transferrable, sublicensable right and license (including any moral or other necessary rights) to publish, display, distribute, post, print, copy, edit, modify, translate, combine with other works, create derivative works from, and otherwise use in any current or future medium, for any purpose whatsoever, any such Unsolicited Information. In addition, to the extent that any Unsolicited Information contains your or any other person’s name, likeness, voice, or biographical information (“**Personal Rights**”), you warrant that you possess, and you hereby grant and will cause such other person to grant to Accufix, a license to exploit and use such Personal Rights for any purpose in connection with the Unsolicited Information license.

You are responsible for the accuracy, reliability, appropriateness, legality, and intellectual property rights of your Unsolicited Information. You represent and warrant that you have all legal, moral, and other rights that may be necessary to grant Accufix the licenses described in the preceding paragraph. You agree that you will not make any claims against Accufix based on any allegations that Accufix’s use of the Unsolicited Information in accordance with the above license infringes any intellectual property rights.

We are and shall be under no obligation to maintain any Unsolicited Information in confidence, to pay compensation for any Unsolicited Information (even if we subsequently receive payment for sublicensing of such Unsolicited Information), or to respond to or use any Unsolicited Information.

(c) Prohibited Uses. You may use the Website only for lawful purposes in accordance with the Terms of Use. You agree not to use the Website:

- (i) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- (ii) to transmit any misinformation, or infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or regulation;
- (iii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- (iv) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with Section 1 of the Terms of Use entitled “Intellectual Property”;
- (v) to transmit, or procure the sending of, any advertising, commercial, or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- (vi) to impersonate or attempt to impersonate Accufix, an Accufix employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
- (vii) to engage in any conduct that restricts or inhibits anyone’s use of the Website, or which, as determined by us, may harm Accufix or users of the Website or expose them to liability, or

(viii) to interfere with the proper working of the Website.

You further agree not to: (1) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website; (2) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (3) use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent; (4) use any device, software, or routine that interferes with the proper working of the Website; (5) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (6) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website; (7) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or (8) otherwise attempt to interfere with the proper working of the Website.

You will not use the Website to violate any applicable law, rule, or regulation and you will not encourage or enable others to violate any applicable law, rule, or regulation.

4. No Medical Advice

The information posted on the Website is not medical advice, and is not intended to replace consultation with a qualified physician. Accufix does not answer specific medical questions or diagnose medical conditions. If you desire or need medical services or advice, you should promptly consult a physician.

5. Privacy

Any information, including personal information, that you submit to or through the Website will be used by Accufix in accordance with its Privacy Policy.

6. Links to Third-Party Websites

The Website may contain links or otherwise provide access to other websites, tools, and resources operated by parties other than Accufix. Such links are provided solely as a convenience to you. Accufix does not control any such third-party technologies, services, products, websites, tools, or resources, and we are not responsible for the content, products, services, or information offered by any such third parties. The inclusion on the Website of links or access to such resources does not imply any endorsement of the content, products, or services offered or promoted by any third party, unless specifically stated therein. If you access or use any third-party resources, you do so entirely at your own risk, and we shall have no liability whatsoever arising from or relating to your access or use of such third-party resources. Additionally, note that you will be subject to the terms and conditions and the privacy policies imposed by such third parties. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

7. Disclaimer of Warranties

ACCUFIX MAKES NO GUARANTEES, WARRANTIES, OR REPRESENTATIONS AS TO THE TIMELINESS, QUALITY, COMPLETENESS, RELIABILITY, ACCURACY, OPERABILITY, AND/OR AVAILABILITY OF ANY OF

THE INFORMATION, MATERIALS, OR OTHER CONTENT ON THE WEBSITE, AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SUCH INFORMATION, MATERIALS, OR OTHER CONTENT. ANY OPINIONS, RECOMMENDATIONS, VIEWS, OR OTHER STATEMENTS SHOULD NOT BE RELIED ON AS FACTS. **THE CONTENT OF THE WEBSITE IS PROVIDED AS A GENERAL INFORMATION SOURCE AND YOU CHOOSE IN YOUR DISCRETION HOW TO USE THE INFORMATION FOR YOURSELF. ACCUFIX IS NOT PROVIDING MEDICAL OR SIMILAR PROFESSIONAL SERVICES OR ADVICE THROUGH THE WEBSITE, AND THE INFORMATION ON THE WEBSITE AND THE TERMS OF USE ARE NOT INTENDED TO, AND SHOULD NOT, REPLACE MEDICAL ADVICE PROVIDED BY A PHYSICIAN OR HEALTHCARE PROVIDER.**

THE WEBSITE MAY BE UNAVAILABLE FROM TIME TO TIME. THE WEBSITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. ACCUFIX DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, FAILURE TO UPDATE, MIS-DELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL ON THE WEBSITE. ACCUFIX DOES NOT WARRANT OR GUARANTEE THAT THE WEBSITE WILL BE ERROR-FREE OR VIRUS-FREE OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED. ACCUFIX AND ITS CONTENT PROVIDERS CANNOT AND DO NOT WARRANT OR GUARANTEE AGAINST ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS, OR LOSSES, INCLUDING LOSS OF DATA.

ALL CONTENT CONTAINED ON THIS WEBSITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ACCUFIX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE AND WARRANTIES FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AS WELL AS ANY WARRANTIES WITH RESPECT TO (A) THE PERFORMANCE, FUNCTIONALITY, RELIABILITY, CONTINUOUS AVAILABILITY, SECURITY, OR OPERATION OF THE WEBSITE; (B) THE ACCURACY, CURRENCY, COMPLETENESS, VALIDITY, OR RELIABILITY OF THE INFORMATION OR OTHER CONTENT ON THE WEBSITE; AND/OR (C) THE ABSENCE OF VIRUSES OR OTHER HARMFUL CODE ON THE WEBSITE.

IF YOU DOWNLOAD OR OTHERWISE OBTAIN ANY MATERIAL FROM THE WEBSITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY CLAIMS, INCLUDING ANY DAMAGES TO YOUR COMPUTING SYSTEM OR ANY LOSS OF DATA THAT RESULTS IN CONNECTION WITH SUCH MATERIAL OR CONTENT. YOU ASSUME ALL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. Limitations of Liability

YOUR USE OF THIS WEBSITE AND/OR ANY OF THE CONTENT AVAILABLE THROUGH THE WEBSITE IS AT YOUR OWN RISK. IN NO EVENT SHALL ACCUFIX BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACCESS OR USE OF THE WEBSITE; (B) ANY COMMUNICATIONS SENT TO

YOU VIA THE WEBSITE OR OTHERWISE FROM ACCUFIX, OR ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH INFORMATION; (C) THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO OR FROM ACCUFIX; OR (D) INCONVENIENCE, DELAY, OR LOSS OF USE OF THE WEBSITE OR ANY SERVICE; OR (E) ANY RELIANCE YOU PLACE ON INFORMATION PROVIDED ON THE WEBSITE. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ACCUFIX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Assumption of Risk; Waiver

YOU ASSUME ALL RESPONSIBILITY AND RISK OF DAMAGE, INJURY, OR OTHER LOSS RESULTING FROM YOUR USE AND/OR RELIANCE ON THE WEBSITE AND/OR THE CONTENT CONTAINED ON THE WEBSITE. IF YOU HAVE QUESTIONS ABOUT YOUR HEALTH, A MEDICAL CONDITION, HEALTHCARE, OR ACCUFIX PRODUCTS, PLEASE CONSULT YOUR HEALTHCARE PROVIDER. INFORMATION ON THE WEBSITE IS NOT INTENDED AND DOES NOT SUBSTITUTE FOR ADVICE FROM A MEDICAL PROFESSIONAL. YOU HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE ACCUFIX, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, LIABILITIES, OR OTHER OBLIGATIONS RESULTING FROM OR IN CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR RELIANCE ON THE WEBSITE OR THE CONTENT CONTAINED ON THE WEBSITE.

10. Indemnification

You agree to defend, indemnify, and hold harmless Accufix, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (a) your use of the Website, (b) your violation of any rights of any other company or person in connection with this Website, or (c) your violation of the Terms of Use or applicable law.

11. Mandatory Arbitration / No Class Relief

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND ACCUFIX HAVE AGAINST EACH OTHER ARE RESOLVED. Any claim or dispute at law or equity that has arisen, or may arise, between you and Accufix that relates in any way to or arises out of this or any previous version(s) of the Terms of Use, your use of or access to the Website, the actions of Accufix or its agents, and the Agreement to Arbitrate (as defined below) or the breach or validity thereof (hereinafter, a "**Claim**"), will be resolved in accordance with the provisions set forth in this Section 11. This Section 11 shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

A. Applicable Law. You agree that, except to the extent inconsistent with or preempted by federal law, the laws

of the State of Connecticut, USA, without regard to principles of conflict of laws, will govern these Terms and any Claim that has arisen or may arise between you and Accufix.

B. Agreement to Arbitrate. Any and all Claims shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with its Consumer Arbitration Rules (“**Rules**”), rather than in court, except that you may assert Claims in small claims court if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. Sections 11(B)-(G) shall be referred to as the “**Agreement to Arbitrate**”. The Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

C. Prohibition of Class and Representative Actions. EXCEPT WHERE PROHIBITED BY LAW, YOU AND ACCUFIX MAY BRING CLAIMS PURSUANT TO THIS AGREEMENT TO ARBITRATE AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND ACCUFIX AGREE OTHERWISE, THE ARBITRATOR SHALL NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND SHALL NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

D. Non-Individualized Relief. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS OR THE GENERAL PUBLIC. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular Claim for relief, then, subject to your and Accufix’s right to appeal the court’s decision, that Claim (and only that Claim) must be severed from the arbitration and may be brought in court. All other Claims will be arbitrated.

E. Arbitration Procedures. The arbitration will be conducted by the AAA under the Rules, as modified by this Agreement to Arbitrate. The Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The language of the arbitration shall be English. The arbitration will take place in New Haven County, Connecticut. A party who intends to seek arbitration must first send to the other a notice of dispute (“**Notice**”) in accordance with Section 16 hereto. All information called for in the Notice must be provided, including a description of the nature and basis of the Claims the party is asserting and the relief sought.

If you and Accufix are unable to resolve the Claims described in the Notice within thirty (30) days after the Notice is sent, you or Accufix may initiate arbitration proceedings pursuant to the Rules. A form for initiating arbitration proceedings is available on the AAA’s website. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party in accordance with Section 16 hereto. Any settlement offer made by you or Accufix shall not be disclosed to the arbitrator. The arbitration shall be held in New Haven County, Connecticut, provided, however, that if the value of the relief sought is \$10,000 or less, you or Accufix may elect to have the arbitration conducted by telephone, by remote means, or based solely on written submissions, which election shall be binding on you and Accufix subject to the arbitrator’s discretion to require an in-person hearing if the circumstances warrant. In cases where an in-person hearing is held, you and/or Accufix may attend by telephone, unless the arbitrator requires

otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Connecticut, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Accufix users, but is bound by rulings in prior arbitrations involving the same Accufix user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the Rules.

F. Severability. With the exception of Section 11(C) of this Agreement to Arbitrate, if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that Section 11(C) is invalid or unenforceable, then, if Accufix so elects, the entirety of this Agreement to Arbitrate shall be null and void. If a court decides that applicable law precludes enforcement of Section 11(D) of this Agreement to Arbitrate as to a particular Claim for relief, then, subject to your and Accufix's right to appeal the court's decision, that Claim (and only that Claim) must be severed from the arbitration and litigated in in court. All other Claims shall be arbitrated.

G. Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms of Use to the contrary, if Accufix amends any provision in this Agreement to Arbitrate (other than a change to any notice address or website link provided herein), that amendment shall not apply to any Claim filed in a legal proceeding between you and Accufix prior to the effective date of the change. The amendment shall apply to all other Claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Accufix. We will notify you of amendments to this Agreement to Arbitrate by posting the amended Terms on the Website.

H. Venue and Forum for Legal Disputes. All Claims that are not subject to the above Agreement to Arbitrate and all matters brought pursuant to and in aid of the Agreement to Arbitrate will be resolved exclusively by a state or federal court located in New Haven County, Connecticut. You agree to submit to the personal jurisdiction of the courts located within New Haven County, Connecticut for the purpose of litigating all such Claims.

12. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

13. Changes to the Terms of Use

Accufix reserves the right to revise the Terms of Use at any time and for any reason. All changes are effective immediately when posted. The modified Terms of Use will become effective immediately after Accufix posts them on the Website. You agree that you will check the Terms of Use page of the Website frequently for updates. By entering the Website, you acknowledge and agree that you shall be bound by any such revisions. If you do not agree to the modified Terms of Use, you are not authorized to access or use the Website and you will immediately stop accessing and using the Website.

Notwithstanding the preceding paragraph, we have no obligation to update, amend, or clarify information on the Website, except to the extent required by applicable law. No specified update or refresh date applied to the

Website should be taken to indicate that all information on the Website has been modified or updated.

14. Modification of the Website

Accufix reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Website, any part of the Website from time to time, any or all Content on the Website, or any services provided on the Website or products advertised on the Website, for any or no reason and without notice. You agree that Accufix will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website. Accufix may change the information and materials on the Website from time to time at its sole discretion. Accufix may restrict access to some or all of the Website.

For clarity, subject to any applicable laws, we also reserve all rights to modify our products, their packaging, and advertising for our products.

15. Electronic Communications

When you visit the Website or send emails to Accufix, you are communicating with Accufix electronically. By doing so, you consent to receive communications from Accufix electronically. Accufix will communicate with you in relation to the Website by email or by posting notices on the Website. For contractual purposes, you agree that all agreements, notices, disclosures, and other communications that Accufix provides to you electronically satisfy any legal requirement that such communications be in writing.

16. Legal Notices

Except as otherwise stated in these Terms or as expressly required by law, any notice to us shall be given by registered mail to Accufix Surgical, Attn: TIME-SENSITIVE LEGAL NOTICE, 385 Main Street, Suite 5, West Haven, CT 06516, with copy (which shall not constitute notice) to: Moulton Law Group, Attn: Eli Moulton – TIME-SENSITIVE LEGAL NOTICE, 3 Main St, Suite 214, PO Box 700, Burlington, VT 05402. Any notice to you shall be given to your most current email address on file. Notice to you shall be deemed given 24 hours after the email is sent unless we are notified that the email address is invalid. Notices sent to either party by registered mail shall be deemed to have been received by that party three (3) business days after the date of mailing.

17. Questions

To report any technical problems with the Website (such as links that do not connect, or downtime) or if you have any other questions or comments about the Website, please contact us at info@accufixsurgical.com.

18. Void Where Prohibited

The Website is operated out of the United States. Some of the functions, features, or other Content mentioned on the Website may not be available to all persons or in all geographic locations or jurisdictions. Further, Accufix makes no claims that the Website or any of its Content is appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries, and such access is prohibited. If you access the

Website from outside the United States, you do so on your own initiative and at your own risk, and are responsible for compliance with all local laws.

Accufix reserves the right, in its sole discretion, to limit the availability of the Website, including any Content, to any person, geographic area, or jurisdiction at any time. Accufix products may not be available to everyone in every location from which a Website is accessed, even if you can review information regarding the product online from where you reside.

19. Headings, Severability; Relationship; Entire Agreement

The headings used in the Terms of Use are included for convenience only and will not limit or otherwise affect these Terms. If any provision of the Terms is held by any court or administrative body of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the validity of the remaining provisions herein, or the validity of all provisions in another jurisdiction. No joint venture, partnership, employment, or agency relationship exists between you and Accufix as a result of the Terms or your use of the Website. Accufix's performance of the Terms is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of Accufix's right to comply with law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Accufix with respect to such use. The Terms constitute the entire agreement between you and Accufix with respect to the Website and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Accufix with respect to the Website. Neither the course of conduct between us nor trade practice shall act to modify the Terms of Use.