

# **JW PLASTIC SURGERY**

## **Terms of Service**

Welcome to [www.jwplasticsurgery.com](http://www.jwplasticsurgery.com) (the “Site”). This Site is owned and operated by JW Plastic Surgery (“JW Plastic Surgery,” “we,” “us,” and “our,” as applicable). We prepared this Terms of Service agreement (the “Agreement”) to help explain the terms that apply to your use of this Site.

The Site contains both subscription-based and non-subscription-based features. In order to use many of the subscription-based features on this Site, you must first create an account with us through our on-line registration process on this Site. Regardless of how you decide to use this Site, your conduct on this Site is governed by this Agreement, our Privacy Policy, and our Consumer Privacy Notice, all of which are incorporated into this Agreement by reference, and included within the definition of “Agreement,” as used herein. This Agreement applies exclusively to your access and use of the Site, and it does not alter the terms or conditions of any other agreement you may have with JW Plastic Surgery, including any credit account agreement with JW Plastic Surgery.

### **1. Acceptance of Agreement**

By checking the legal notice box on the welcome page of the Site, or by continuing to use the Site, you agree to the terms, conditions, and provisions of this Agreement, which we may update or revise from time to time. The most current version of the Agreement will be posted on the Site under the link at the bottom of the homepage, so please review this Agreement frequently. Notice of changes to this Agreement will be posted to the Site according to the Notice provisions herein, and your continued use of the Site constitutes your acceptance of such changes.

### **2. Description of Service and Content**

The Site currently provides support for our financing services related to retail installment contracts for goods or services provided to you by a third party, as well as tools, features, and other resources relating to financing and managing these contracts (the “Service”). The Site may include information and features to support these Services (the

“Content”). Unless explicitly stated otherwise, this Agreement will apply to any new features of or enhancements to the current Service or Content.

The Service and Content are provided “AS-IS” and “AS-AVAILABLE” for your use, and we are not responsible for the timeliness, deletion, inaccuracy, interruption, or mis-delivery of any part of the Service or Content. The Content and certain tools used for the Services on this Site may be provided by one or more third-party vendors or individual Content providers. You understand and agree that we cannot verify the accuracy of such Content or Services, and we make no representations or warranties to you that the Content is accurate or reliable.

Certain features of the Site allow or require you to upload, or otherwise submit to the Site, certain types of data, records, histories, notes, and other information, some of which may contain your personally identifiable information (collectively, the “Information”). You grant us and all other persons or entities involved in the operation of the Site, and any of our affiliates or business partners, the right to transmit, monitor, retrieve, store, and use your Information in connection with operation of the Site, provision of the Services, commercial advertising and marketing, and all other commercial and analytic uses. We cannot and do not assume any responsibility or liability for any Information you submit to the Site, or for the use or misuse of any Information by you or any third party.

We reserve the right to fully cooperate with any law enforcement or duly authorized regulatory authorities or court order requesting or directing us to disclose Content or your Information, the identity of anyone posting Content or Information, or publishing or otherwise making available any materials that are believed to violate this Agreement or other law. **BY ACCEPTING THESE TERMS OF SERVICE YOU WAIVE, RELEASE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION WE TAKE DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT OR DULY AUTHORIZED REGULATORY AUTHORITIES.**

### **3. Account, Password, and Security**

You are responsible for taking all reasonable steps to ensure that no unauthorized person obtains access to your passwords or

accounts. You are responsible for all activities that occur under your password or account. It is your sole responsibility to: (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your account and password; (3) promptly inform us of any need to deactivate a password; and (4) access your account over a secure Internet connection. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 3. Nor are we liable for any loss or damage arising from Information compromised as a result of your lost, stolen, or damaged hardware or software.

#### **4. Your Registration Obligations**

If you register an account with us, you agree to provide true, accurate, current, and complete Information about yourself. We retain the right to suspend or terminate your account and refuse any and all current or future use of the Service and Content (or any portion thereof) if you provide any untrue, inaccurate, outdated, or incomplete information, or if we reasonably suspect that you have provided untrue, inaccurate, outdated, or incomplete information.

#### **5. Privacy Policy**

The collection and use of your personal information by us is subject to our Privacy Policy, which can be found at: <https://www.jwplasticsurgery.com>. We have no current or future plans to intentionally collect any information from persons under the age of 13.

#### **6. Restrictions on Use**

You agree not to:

- A. permit or facilitate access to the Site, Service, or Content or use of the Service or Content by automated electronic processes, “robots,” “spiders,” “scrapers,” “webcrawlers,” or other computer programs that monitor, copy, or download data or other content found on or accessed through the Service, including, without limitation, real-time information feeds or other video, audio, or data content, whether current or archival;
- B. upload, post, e-mail, transmit, or otherwise make available any topic, name, material, or information that is unlawful, harmful, infringing, threatening, abusive, harassing, tortious, profane,

- defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- C. interfere with, disrupt, unreasonably drain the resources of (through virus infections, denial of service attacks, any form of excessive use, or any other drain), translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for, or adapt in any way the Service or Content servers or networks connected to the Service or Content, or disobey any requirements, procedures, policies or regulations of networks connected to the Service or Content; or
  - D. collect or store personal data about other users.

## **7. Indemnity**

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, Service, or Content, your connection to the Service or Site, your violation of the Agreement, or your violation of any rights of another. Your obligations under this Section 7 shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

## **8. No Resale of Service or Content**

The Service and the Content are provided to you by us, our affiliates, or suppliers for your personal use, unless otherwise specified. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of, the use of, or access to the Service or Content.

## **9. Modification and Termination of Service and Content**

We reserve the right to modify or terminate the Service and Content (or any part thereof), temporarily or permanently, at any time and from time to time, and with or without notice to you. We retain the right to monitor use of this Site to determine compliance with the Agreement, as well the right to remove or refuse any Information or Content for any reason in accordance with applicable law. Notwithstanding these rights, you remain solely responsible for your use of the Site. You agree that we

shall have the right, in our sole discretion, to terminate or suspend your access to or use of the Site (or any part thereof) temporarily or permanently, at any time and from time to time, and with or without notice, for any reason whatsoever including, without limitation, quality assurance or if we believe that you have violated or acted inconsistently with the letter or spirit of any provision of the Agreement. You understand and agree that such denial of access shall not relieve you of any credit obligations that you may have to JW Plastic Surgery. You also agree that we will not be liable to you or to any third party for any modification, termination, or suspension of access to the Site, Services, or Content.

## **10. Links**

The Service and Site may contain links to other third-party web sites, resources, or tools. We have no control over such sites and resources, and you acknowledge and agree that we bear no responsibility for the availability of such external sites or resources, does not endorse, and bear no responsibility or liability for any content, advertising, products, or other materials on or available from such sites or resources, and we also bear no responsibility or liability, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party web site or resource.

## **11. Ownership and Proprietary Rights**

You acknowledge and agree that we, and/or our suppliers, own the Service and Content and any software incorporated into the Service and Content and that the Service and the Content are protected under applicable intellectual property and other laws. You also acknowledge and agree that materials and works contained in the Service and the Content are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.

## **12. Disclaimer of Warranties**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- A. YOUR USE OF THE SERVICE, CONTENT, AND SITE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER**

**EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

- B. WE MAKE NO CLAIM THAT THE SERVICE OR CONTENT WILL BE SUITABLE TO YOUR NEEDS, UNINTERRUPTED, TIMELY, OR SECURE. THE SERVICE AND CONTENT MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, OR MAY BE OTHERWISE UNRELIABLE. WE MAKE NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. WE MAKE NO CLAIM THAT IT WILL CORRECT ERRORS IN ANY SOFTWARE.**
- C. ANY MATERIAL UPLOADED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING OR DOWNLOADING OF ANY SUCH MATERIAL.**
- D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SITE OR THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.**

### **13. Limitation of Liability**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-BRANDERS, OR OTHER PARTNERS, MEMBERS, EMPLOYEES, AND/OR OUR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE AND/OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE AVAILABILITY OR**

PERFORMANCE OF THE SERVICE OR CONTENT; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR INFORMATION; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE OR CONTENT, INCLUDING ANY STATEMENTS OR CONDUCT THAT MAY BE THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, ILLEGAL, OR INFRINGING; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, YOU AGREE THAT OUR TOTAL, AGGREGATE, AND COMPLETE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT IN NO EVENT SHALL EXCEED THE AMOUNT OF \$100.00. ALL OF THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **14. Notice**

The Site or the Service may provide notices to you via either e-mail or regular mail, and the Service may provide notices of changes to the Agreement or other matters by displaying notices or links to notices on the Site.

#### **15. Dispute Resolution**

- A. Arbitration. Any controversy or claim arising out of or relating to this Agreement and/or the Service, or the negotiation, formation, performance, or breach thereof, shall be determined by arbitration administered by the American Arbitration Association under its rules. All arbitration matters and related proceedings shall be conducted in strict confidence and conducted exclusively in Broward County, Florida. The arbitration shall be conducted by a single arbitrator selected by the parties. The written decision of the arbitrator shall be final, binding, and convertible into a court judgment in any appropriate court having jurisdiction. The

arbitration proceedings and decision shall be confidential. Nothing in this Section shall prevent either party from seeking an injunction or other immediate relief in any court, wherever located, to enforce any covenants of confidentiality, non-use, non-disclosure set forth herein.

- B. Court Proceedings. All disputes arising out of or relating to this Agreement, except those subject to arbitration as set forth in Section 15.A above, are subject to the exclusive jurisdiction of the courts of the State of Florida in Broward County, Florida, and you expressly consent to the exercise of personal jurisdiction in the courts of Florida in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, partners, employees, contractors, officers, and directors.
- C. Limitation on Claims. You agree that any claim, action, or dispute that you have arising out of your use of the Site, this Agreement, and/or the Services must be commenced within one (1) year after the claim or cause of action arises.
- D. Legal Fees. If any legal proceeding is instituted in connection to or relating to the Site, this Agreement, and/or the Service, the prevailing party shall be entitled to recover from the other party its costs, including reasonable attorneys' fees and costs, at both trial and appellate levels.

## **16. Governing Law**

This Agreement is governed by the laws of the State of Florida, without reference to conflict of laws principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is a contract for services and not a sale of goods. The parties agree that this Agreement, the Service, and the Content shall not be subject to or governed by the Uniform Commercial Code.

## **17. Interpretation**

The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. If any court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible in furtherance of the intent of



this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. If any term or provision of this Agreement conflicts with the terms or provisions of any other agreement between you and JW Plastic Surgery, the terms of such other agreement shall control with respect to the products or services to which they apply.

## **18. Miscellaneous**

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. This Agreement is the entire agreement and a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent negotiations, proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No provision hereof shall be deemed waived, amended, or modified except in a written addendum signed by an authorized representative of each party. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors.

Please report any violations of the Agreement to: [info@jwplasticsurgery.com](mailto:info@jwplasticsurgery.com)

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