

## Medingo Web Site Terms of Use

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6. User Information. In connection with your use and access of the Site, we may ask you to provide personal information (such information referred to hereinafter as “User Information”). Our policy with respect to the privacy of such User Information is set forth in the Site’s Privacy Policy which is incorporated herein by reference. You agree that any User Information that you provide to us will always be accurate, correct and up-to-date.

7. Prohibited User Conduct. You agree that, in connection with your use and access of the Site, you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any person or entity; (b) insert your own or a third party’s advertising, branding or other promotional content into any of the Site’s content, materials or services (for example, without limitation, in an RSS feed or a podcast received from Medingo or otherwise through the Site), or use, republish, redistribute or exploit such content or service for commercial or promotional purposes; or (c) attempt to gain unauthorized access to other computer systems through the Site. You agree that you shall not: (i) engage in spidering, “screen scraping,” “database scraping,” harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on the Site or the Site’s services or features, or obtaining lists of users or obtaining or accessing other information or features on, from or through the Site or the Site’s services or features; (ii) obtain or attempt to obtain unauthorized access to materials, information or the Site’s services; (iii) use the Site or the Site’s services with the intent to interrupt, overburden, disrupt, disable, or damage the Site or such services; (iv) use the Site or the Site’s services or features in violation of Medingo’s or any third party’s intellectual property or other proprietary or legal rights; or (v) use the Site or the Site’s services in violation of any applicable law. You further agree that you may not attempt (or encourage or support any one else’s attempt) to decrypt, circumvent, reverse engineer or otherwise alter or interfere with the Site or the Site’s services, or any content thereof, or make unauthorized use thereof. You agree that you will not use the Site in any manner that could interfere with, or damage, disable, overburden, disrupt or impair the Site or the Site’s services.

8. Public Forums. Medingo may, from time to time, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and other such services available on or through the Site. In addition to any other rules or regulations that we may post in connection with a particular service, you agree that you shall not upload, post, transmit, distribute or otherwise publish through the Site or any of the Site's services or features, any materials which (i) restrict or inhibit any other user from using and enjoying the Site or the Site's services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, (iv) violate, plagiarize or infringe the rights of third parties, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You are solely responsible for the content of any materials that you upload, post, transmit, distribute or otherwise publish through the Site or any of the Site's services or features, and the consequences of any of your activities.

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10. Private or Sensitive Information on Public Forums. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Site and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them eventually. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, proprietary or confidential information in your comments to our public forums.

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Copyright Agent:

Iddo Michael Gescheit  
IP Manager

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21. Governing Law; Venue. The Terms and Conditions and the relationship between you and us shall be governed by the laws of the United States and the State of New York, without regard to its conflict of law provisions. You agree that any cause of action that may arise under the Terms and Conditions shall be commenced and be heard in the appropriate court in the State of New York, County of New York. You agree to submit to the personal and exclusive jurisdiction of the courts located within New York County in the State of New York.

22. Miscellaneous. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such rights or provisions and such rights and provisions shall remain available to us. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions continue to be valid and enforceable.