

## TERMS OF USE

Effective Date: October 25, 2018

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10. Links to Third Party Websites. We do not review or control third party websites that link to or from this site, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third party site is on your own initiative and at your own risk, and may be subject to the other sites' terms of use and privacy policy.

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Notification of Consumer Rights Complaint or Pricing Inquiry:  
The Knee, Hip and Shoulder Center, Inc  
333 Borthwick Ave., Suite 301  
Portsmouth, NH, 03801  
Contact: avatar-at-kneehipsho.com  
Telephone:603-431-5858

You may contact us with complaints and inquiries regarding pricing and we will investigate those matters and respond to the inquiries.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

13. Arbitration. Except for actions to protect intellectual property rights and to enforce an

arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Portsmouth, New Hampshire, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of New Hampshire, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

14. Jurisdiction And Venue. The courts of Rockingham County in the State of New Hampshire, USA and the nearest U.S. District Court in the State of New Hampshire shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

15. Controlling Law. This Agreement shall be construed under the laws of the State of New Hampshire, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

16. Intended For Use Only Within The United States. This site is intended for use only from within the United States. We do not represent that this site is appropriate for use elsewhere. Access to this site from locations where its contents are illegal is not authorized.

17. Onward Transfer of Personal Information Outside Your Country of Residence. Any personal information which we may collect on this site will be stored and processed in our servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.

18. Severability. If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

19. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

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Material Modifications Since October 25, 2018: none.