



## **Ownership of Site; Agreement to Terms of Use**

These Terms and Conditions of Use (the “Terms of Use” ) apply to the MED-VAR web site located at [www.med-var.com](http://www.med-var.com), and all associated sites linked to [www.med-var.com](http://www.med-var.com) by MED-VAR, LLC , its subsidiaries and affiliates. The Site is the property of MED-VAR LLC. ( “MED-VAR ” ) and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

MED-VAR reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, MED-VAR grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

## **Content**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content” ), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to MED-VAR , and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring” ) to any other computer, server, Web

site or other medium for publication or distribution or for any commercial enterprise, without MED-VAR ' s express prior written consent.

You may use information on MED-VAR products and services (purposely made available by MED-VAR for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

A copyright can be an original work of authorship including software, mask works, literature, art, music, photographs, videos, etc.

### **Rights and Permissions**

If you have any questions concerning the usage or licensing of MED-VAR copyrighted materials, for example, photographs, video footage, MED-VAR advertisements or other MED-VAR materials, please submit your detailed request in writing. Please be sure to include any surrounding copy or text to the MED-VAR material.

Marketing or advertising requests (which may include promotions, sponsorship, product placement and partnership requests) may be emailed to [inquire@med-var.com](mailto:inquire@med-var.com)

For use of MED-VAR copyrighted material in third party works e.g., books or publications, please submit your detailed request to [inquire@med-var.com](mailto:inquire@med-var.com) and include the following:

- Specific image(s) or material for which you are seeking permission

- Surrounding copy or text to the material you wish to use in your project
- Publisher, if applicable
- Publishing date (and countries), if applicable
- Title, if applicable
- How and its products fit into your project
- Your deadline

If you have any questions concerning the usage or licensing of MED-VAR Trademarks, please submit your request to [inquire@med-var.com](mailto:inquire@med-var.com)

## **MED-VAR Trademarks**

M.E.D-.V.A.R trademarks are all marked with TM or ® on this site. A trademark can be a word, phrase, symbol, or design that distinguishes the source of the goods or services. It can also, as a trade dress, be the appearance of a product or its packaging, including size, shape, color, texture, graphics, and appearance (e.g., print or website).

When using the marks in publications, include the appropriate <sup>TM</sup>, <sup>SM</sup>, or ® symbol on first use. Trademarks are adjectives, and should not be made into verbs or made plural or possessive.

## **Unauthorized Use of MED-VAR Trademarks**

1. Company, Product, or Service Name: You may not use or register, in whole or in part, the M.E.D-.V.A.R, Innovation breeders, metric sense, population lab, designthink tank, or taglines or tilted brackets, trademark, including M.E.D-.V.A.R -owned graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, or service name except as specifically noted in these guidelines.

2. M.E.D-.V.A.R Logo and Apple-owned Graphic Symbols: You may not use the M.E.D-.V.A.R Logo or any other M.E.D-.V.A.R -owned graphic symbol, logo, or icon on or in connection with web sites, products, packaging, manuals, promotional/advertising materials, or for

any other purpose except pursuant to an express written trademark license from M.E.D-.V.A.R, such as a reseller agreement.

3. **Variations, Takeoffs or Abbreviations:** Third parties cannot use a variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of an M.E.D-.V.A.R trademark for any purpose. For example:

Not acceptable: MEDVAR, Innovation breeding tilted bracket to the other direction, design-thinking tank, Metricsensor

4. **Disparaging Manner:** You may not use an M.E.D-.V.A.R trademark or any other M.E.D-.V.A.R -owned graphic symbol, logo, or icon in a disparaging manner.

5. **Endorsement or Sponsorship:** You may not use any M.E.D-.V.A.R trademark, including M.E.D-.V.A.R -owned graphic symbols/logos, or icons, in a manner that would imply M.E.D-.V.A.R 's affiliation with or endorsement, sponsorship, or support of a third party product or service.

6. **Merchandise Items:** You may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing M.E.D-.V.A.R or any other Apple trademark, including symbols, logos, or icons, except pursuant to an express written trademark license from M.E.D-.V.A.R

7. **M.E.D-.V.A.R 's Trade Dress:** You may not imitate the distinctive M.E.D-.V.A.R packaging, web site design, logos, or typefaces.

8. **Slogans and Taglines:** You may not use or imitate an M.E.D-.V.A.R slogan or tagline.

For example: “Disrupt to enhance” , “ Innovate on Demand”

9. **Domain Names:** You may not use an identical or virtually identical

M.E.D-.V.A.R trademark as a second level domain name.

Not acceptable: “medvar.com” “Innvobreeding.com”  
“Designtank.com” “

### **Your Use of the Site**

You may not use any “deep-link” , “page-scrape” , “robot” , “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. MED-VAR reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any MED-VAR server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of MED-VA, including any MED-VAR account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an

unreasonable or disproportionately large load on the infrastructure of the Site or MED-VAR 's systems or networks, or any systems or networks connected to the Site or to MED-VAR

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person' s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to MED-VAR on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of MED-VAR or others.

### **Purchases; Other Terms and Conditions**

Additional terms and conditions may apply to purchases of services and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

MED-VAR ' s obligations, if any, with regard to its products and

Services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such

agreements.

MED-VAR may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and MED-VAR makes no commitment to update the materials on the Site with respect to such products and services.

### **Accounts, Passwords and Security**

Certain features or services offered on or through the Site may require you to open an account (including setting up a MED-VAR ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify MED-VAR immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by MED-VAR or any other user of or visitor to the Site due to someone else using your MED-VAR ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's MED-VAR ID, password or account at any time without the express permission and consent of the holder of that MED-VAR LLC. ID, password or account. MED-VAR cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **Links to Other Sites and to the MED-VAR Site**

This Site may contain links to other independent third-party Web sites ( "Linked Sites" ). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Apple's control, and MED-VAR is not responsible for and does not endorse the content of such Linked Sites, including any information or materials

contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

### **Disclaimers**

MED-VAR LLC. DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. MED-VAR LLC. CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. MED-VAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MED-VAR LLC. DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY MED-VAR LLC. SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST MED-VAR LLC. FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort,



negligence or any other cause of action.

MED-VAR reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **Limitation of Liability**

Except where prohibited by law, in no event will MED-VAR LLC. Be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if MED-VAR LLC. Has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, MED-VAR is found to be liable to you for any damage or loss, which arises out of or is in any way connected with your use of the Site or any Content, MED-VAR LLC. ' S liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against MED-VAR (but not including the purchase price for any consulting service or (2) US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

### **Indemnity**

You agree to indemnify and hold MED-VAR LLC. , Its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against MED-VAR LLC. By any third party due to or arising out of or in connection with you is use of the Site.

## **Violation of These Terms of Use**

MED-VAR LLC. May disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) MED-VAR LLC. ' S rights or property, or the rights or property of visitors to or users of the Site, including MED-VAR' s customers. MED-VAR LLC reserves the right at all times to disclose any information that MED-VAR deems necessary to comply with any applicable law, regulation, legal process or governmental request. MED-VAR LLC. Also may disclose your information when MED-VAR LLC determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that MED-VAR LLC. May preserve any transmittal or communication by you with MED-VAR LLC. Through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or MED-VAR LLC. Determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of MED-VAR, its employees, users of or visitors to the Site, and the public.

You agree that MED-VAR LLC. May, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to MED-VAR LLC. , For which monetary damages would be inadequate, and you consent to MED-VAR LLC. obtaining any injunctive or equitable relief that MED-VAR deems

necessary or appropriate in such circumstances. These remedies are in addition to any other remedies MED-VAR LLC. may have at law or in equity.

You agree that MED-VAR LLC. may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If MED-VAR LLC does take any legal action against you as a result of your violation of these Terms of Use, MED-VAR LLC. will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to MED-VAR LLC. . You agree that MED-VAR LLC will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

### **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of New York without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Erie County, New York, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union **Void Where Prohibited**

MED-VAR LLC. administers and operates the [www.med-var.com](http://www.med-var.com) Site from its location in NY, USA; other MED-VAR sites may be administered and operated from various locations. Although the Site is accessible worldwide, not all features or services discussed, referenced, provided or offered through or on the Site are available to all persons or

in all geographic locations, or appropriate or available for use outside the United States. MED-VAR reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

### **Miscellaneous**

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and MED-VAR LLC. with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and MED-VAR with respect to such use are hereby superseded and cancelled. Other than as provided in an agreement you enter into with MED-VAR LLC. , MED-VAR LLC. will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. MED-VAR LLC. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

### **Feedback and Information**

Any feedback you provide at this site shall be deemed to be non-confidential. MED-VAR shall be free to use such information on an unrestricted basis.

The information contained in this web site is subject to change without notice. Copyright © 2011-2014 MED-VAR LLC. All rights reserved.  
MED-VAR LLC. 640 Ellicott st, Buffalo, NY 14203

Updated by The MED-VAR Legal Team on Aug. 20, 2011