



# Cataract Surgery Design, LLC

## Terms of Service

**This is an educational website. By using this site or its services you demonstrate that you understand these terms of service and agree to abide by them.**

**I. You Will Follow All Laws That Apply to Your Use of This Website.** The content of this Website is protected by US and international copyright laws. Use for purposes other than personal is strictly not permitted. Downloading of material is permitted for personal, non-commercial use only. It is expressly prohibited to republish or distribute any of the material inside of this website without prior written consent of the author. Professionals doing so, even if authorship is credited, will be held accountable for copyright infringement and bear sole responsibility for the consequences to patient care that may arise from the use of these materials. The material inside is derived from the extensive experience of the author. It is not reviewed by or sanctioned by the American Academy of Ophthalmology or the American Board of Ophthalmology. It is not a substitute for the individual surgeon-patient relationship. Decisions for surgery and surgical strategy are the responsibility of the patient in direct communication with the responsible surgical team.

## **II. User Prohibitions. In your use of the Website, you will not:**

- a. Use the website for any commercial purpose.
- b. Alter this website or present any portion of this website derivative work as your own.
- c. Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website;
- d. Attempt to obtain any content through any means not intentionally provided for through the Website;
- e. Impersonate or misrepresent any person or entity or your affiliation with someone else;
- f. Collect personally-identifiable information of other users;
- g. Harvest information about users for any purpose;
- h. Post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Website;

- i. Stalk or otherwise harass any person or entity;
- j. Use any discussion forum on the Website to advertise or perform any commercial solicitation.

**III. Cooperation with Authorities.** Cataract Surgery Design LLC will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone violating these terms of service.

#### **IV. Cataract Surgery Design LLC Is Not Liable For Your Use of this Website.**

**A. No Warranty.** All information is provided on an basis without any warranties of any kind, express or implied.

**B. Limitation of Liability.** Cataract Surgery Design LLC is not liable for any direct damages associated with the use of this product. Cataract Surgery Design LLC is not liable for any special, punitive, indirect or consequential damages or any other damages of any kind, including but not limited to personal injury, wrongful death, loss of use, lost profits, or any claims of negligence, breach of contract, or tort, in any way connected with the use of this website or any way connected with permitted or un-permitted use of the content on this website. Cataract Surgery Design LLC provides information on procedures and devices that are available in the United States. Other devices and procedures may be available in other countries.

**C. Links to Other Sites.** This Website may contain links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by Cataract Surgery Design, LLC of the contents on these third-party Web sites. Cataract Surgery Design LLC is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Websites. If you decide to access linked third party Websites, you do so at your own risk.

#### **V. DISCLAIMER OF MEDICAL LIABILITY: You understand and agree that Cataract Surgery Design does not provide medical advice.**

This website is not a substitute for medical advice. Always contact your own eye doctor or other professional healthcare provider if you have a question concerning your or your family's health. This website is one source of information. You are encouraged to further research all concepts, procedures, and devices that might be pertinent to your cataract surgery on your own, in addition to reviewing the content of this website. All decisions, including but not limited to the decision for surgery, surgical strategy, lens choice, and refractive strategy are your responsibility and should be made with the

personal consultation of your surgical team, not based on the content of this website. Use of this website does not replace or supersede your relationship with your surgeon. All decisions you make regarding your health care, including those that utilize information on this website, are your responsibility. RELIANCE ON ANY INFORMATION ON THIS WEB SITE IS AT YOUR OWN RISK. CATARACT SURGERY DESIGN, LLC IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, DRUG AND DEVICE APPLICATION OR OTHER INFORMATION, SERVICES, OR PRODUCTS THAT YOU OBTAIN THROUGH THIS SITE.

VI. Cataract Surgery Design, LLC Does Not Recommend or Endorse the Products or Services of Others. Cataract Surgery Design, LLC does not recommend or endorse any specific tests, drugs, devices, products, services, physicians, or medical institutions even if they are mentioned in this website. The views and material expressed in this site belong to the author and are not necessarily endorsed or reviewed by the American Academy of Ophthalmology, the American Board of Ophthalmology, or the American Society of Cataract and Refractive Surgeons.

VII. You Understand and Agree to the Following General Legal Provisions:

**A. Governing Law and Jurisdiction:** These Terms of Service will be governed by Washington State law and United States federal law for all purposes, including Website and services use and product purchases, without regard to or application of choice of law rules or principles. You hereby consent to the jurisdiction and venue of the courts of the state of Washington.

**B. Export Laws:** The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act, and not to transfer, by electronic transmission or otherwise, any materials or information derived from the Web site to either a foreign national or a foreign destination in violation of such laws.

**C. Indemnification:** You agree to indemnify, defend, and hold harmless Cataract Surgery Design, LLC, its officers, directors, employees, agents, licensors, suppliers, and affiliates from and against any claims, actions or demands, liabilities, and settlements, including but not limited to, reasonable legal and accounting fees resulting from, or alleged to result from, your violation of these TOS or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful

conduct) by you or any other person accessing this Website using your account.

**D. Entire Agreement:** These TOS and all other legal notices posted by Cataract Surgery Design, LLC on this Web site constitute the entire agreement between you and Cataract Surgery Design, LLC with respect to the use of the Website and services.

**E. Waiver:** Our failure to exercise or enforce any right or provision of the Terms of Service or other legal notices posted on this Website shall not constitute a waiver of such right or provision. No waiver of any of these Terms of Service or of any other legal notices posted by Cataract Surgery Design, LLC on this Website shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

**F. Severability:** If any provision of the TOS or of any other legal notices posted on this Website 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 TOS should remain in full force and effect.

**G. Assignment:** Cataract Surgery Design, LLC may assign its rights and duties under this Agreement to any party at any time without notice to you and/or your approval.

**H. Headings:** The section titles in this TOS Agreement are for convenience only and have no legal or contractual effect.

I. Simulations are approximations only.

**J. Notices:** If you have questions or comments regarding this Website, contact us at [cataractsurgerydesign@gmail.com](mailto:cataractsurgerydesign@gmail.com).

**Effective Date:** This document is effective as of July 9, 2019