

[PLASTX.net](https://www.plastx.net)

TERMS OF SERVICE and LICENSING AGREEMENT

1. About the Service:

Plastx.net (“Plastx” or the “Service”) is an online, community-driven, non-profit platform designed exclusively for credentialed plastic and cosmetic physicians and surgeons to share information with peers.

Plastx invites physicians and surgeons from around the world to publish and access photos, illustrations, videos, and written professional information including clinical observations, case reports, original research, innovations, descriptions of aesthetic and reconstructive procedures, business and management insight, new technology, and more. Specialized approaches that contributors have found successful in their own practices are welcome and valued. After credential verification, members may search available content and purchase permanent access to posted articles for detailed review.

The mission of Plastx is to promote professional advancement, peer-to-peer knowledge-sharing, collaboration among surgeons, and to improve public health. Authors monetize their intellectual property through the platform when their content is purchased by member physicians and surgeons. Authors may be consulted with questions from members who have purchased their content. Content may be rated and is subject to reviews by members who have purchased that content.

Plastx does not provide medical, surgical, or wellness services, does not practice medicine, and does not evaluate, endorse, or guarantee any content posted by users. All content is provided by independent professionals for informational and educational purposes only.

Authors receive quarterly financial dividends adjusted for value attributed to their content and relative to user purchases of contributed content. Contributors are compensated for Content purchased by users with payouts available via PayPal once the minimum threshold is met. The minimum threshold is currently \$50, which may be subject to change.

Multi-author contributions must be submitted from the account of a single author whose Paypal account will be credited. Account holders assume responsibility and liability for distributing funds appropriately to contributing authors.

Fees collected by [Plastx.net](https://www.plastx.net) for posted content support the Service. You are responsible for any taxes arising from payments you receive.

2. Using the Service - Your Acceptance:

By using or visiting the Service or any products, software, content, and services provided to you on, from, or through the Service you signify your agreement to these Terms of Service and Licensing Agreement (“TSLA”) and all applicable rules, laws, and regulations. If you do not agree to any of these TSLA provisions, or the Privacy Policy, Business Associate Agreement, or Community Guidelines (integrated by this reference into this TSLA and incorporated herein) and all applicable laws, please do not use the Service.

3. Compatible Devices

[Plastx.net](#) content should be accessible for viewing and/or download on most personal computers and on most mobile devices. Some devices may not have required software and/or for other reason(s) may not be able to access [Plastx.net](#) content. Additionally, uploaded content may contain software or have been fabricated with software that is incompatible with user device(s) and therefore may be inaccessible to some users. Users should notify [Plastx.net](#) if purchased content is inaccessible or becomes inaccessible. Users are responsible for the quality of their internet service provider and for the purchase and maintenance of device(s) and/or software utilized for accessing [Plastx.net](#) content. There is no guarantee that the Service will be available or function in whole or in part on all devices, tablets, mobile telephones and computers.

4. Geographic Variability

Signal quality, upload and download speed, and characteristics of digital transmission vary among Internet Service Providers and across different geographic locations. [Plastx.net](#) content may be inaccessible from some locations.

5. [Plastx.net](#) Account - Registration and Maintenance

Only credentialed licensed professionals who actively engage in aesthetic medical and/or plastic surgery services in compliance with the licensure requirements of their physical location jurisdiction, aged 18 or older, may register for [Plastx.net](#). You must provide accurate and complete information and submit to credential verification, including professional licensing, board certification, and/or society membership. You are responsible for maintaining the confidentiality of your account credentials and for all entries and activity within your account. Notify us immediately of any unauthorized use or security breach. [Plastx.net](#) may terminate or restrict accounts for violations of these TSLA, Community Guidelines, Privacy Policy, or applicable law, or for any reason at our discretion. We do not accept responsibility should any Service posting occur via a non-licensed or non-credentialed or otherwise unauthorized Service user.

Net revenue generated by purchase of content contributed by a user whose account has been terminated remains our property, subject to assignment upon proper written documentation to that user and/or their assignee/next of kin.

6. General Use of The Service - Permissions and Restrictions

[Plastx.net](#) hereby grants you permission to access and use the Service as set forth in this TSLA provided that:

- You shall not share or distribute in any medium any part of the Service or the Content (except your own contributed original content) without our prior written authorization, unless [Plastx.net](#) makes available the means for such distribution through functionality offered by the Service.
- You agree not to alter or modify any part of the Service.
- You agree not to access Content through any technology or means other than the Service itself or other explicitly authorized means [Plastx.net](#) designates.

Permitted uses include:

- Uploading original content to [Plastx.net](#) or maintaining original content on [Plastx.net](#) to teach and/or promote your innovation(s), techniques, research, clinical experience, professional observation(s), idea(s), and/or information that is potentially useful to other practitioners.
- Showing your original content on other sites and/or in other publications provided there is no copyright infringement. Use, distribution, reproduction, sharing, and posting of your original content is in no way, shape, or form restricted by your posting that content on [Plastx.net](#).
- Any use that [Plastx.net](#) expressly authorizes in advance in writing by an authorized representative of Plastx.net.
- [Plastx.net](#) may grant public search engines access to content from the publicly visible portion of the site for the purpose of and to the extent necessary for creating publicly available searchable indices of the materials.
- You agree not to collect or harvest any personally identifiable information, including patient likenesses, photographs, video, or account names from the Service nor to use information provided by the Service (e.g. ratings, comments) for any commercial solicitation purposes. You agree not to solicit for commercial purposes any users of the Service with respect to their Content.
- In your use of the Service, you will comply with all applicable laws, rules and regulations of any and all applicable jurisdictions.

- [Plastx.net](#) reserves the right to discontinue any aspect of the Service at any time, for any reason in the sole discretion of [Plastx.net](#).

7. Your Use of Content

In addition to general restrictions above, the following conditions and restrictions apply specifically to your use of Content:

- Content on the Service and the trademarks, service marks, and logos on the Service are owned by or licensed to [Plastx.net](#) subject to copyright and other intellectual property rights under applicable laws.
- Content is provided AS IS. Content is informational only. You may decide to believe it or not, to adopt, to incorporate, to modify, and/or to apply posted techniques or not. You shall interpret and judge the value of the Content as an independent professional. You may access Content for your information and professional use solely as intended through the provided functionality of the Service and as permitted under this TSLA. You shall not download any Content unless you see a “download” or similar link displayed by [Plastx.net](#) on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of [Plastx.net](#) or the respective licensors of the Content. [Plastx.net](#) and its licensors reserve all rights not expressly granted in and to the Service and the Content.
- You agree not to circumvent, disable, or otherwise interfere with security related features that prevent or restrict use or copying of Content or enforce limitations on use of the Service or the Content.
- You understand that when using the Service, you will be exposed to Content from a variety of sources and that [Plastx.net](#) does not endorse posted information or content. **PLASTX.NET IS NOT RESPONSIBLE FOR THE ACCURACY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO POSTED CONTENT. YOU MAY BE EXPOSED TO CONTENT THAT IS CONTROVERSIAL OR INACCURATE. YOU MAY BE EXPOSED TO PROCEDURES AND TECHNIQUES THAT ARE OF GREATER COMPLEXITY THAN YOU ARE PROFESSIONALLY TRAINED TO EXECUTE. YOUR SPECIALTY MEDICAL AND/OR SURGICAL TRAINING AND EXPERIENCE MAY BE INSUFFICIENT PREPARATION FOR PERFORMANCE OF POSTED TECHNIQUES. [PLASTX.NET](#) IS IN NO POSITION TO JUDGE YOUR PROFESSIONAL TRAINING AND EXPERTISE AND CANNOT ACCEPT ANY**

RESPONSIBILITY WHATSOEVER FOR YOUR USE AND APPLICATION OF POSTED CONTENT. BY USING [PLASTX.NET](#), YOU AGREE TO WAIVE AND DO HEREBY WAIVE ANY AND ALL LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST [PLASTX.NET](#) WITH RESPECT THERETO, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREE TO INDEMNIFY AND HOLD HARMLESS [PLASTX.NET](#), ITS OWNERS, OPERATORS, AFFILIATES, LICENSORS, AND LICENSEES TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR USE OF THE SERVICE.

- The Service may contain links to third party websites that are not owned or controlled by [Plastx.net](#). [Plastx.net](#) has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites. [Plastx.net](#) will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly release, indemnify and relieve [Plastx.net](#) from any and all liability arising from your use of any third-party website.

8. Posting Your Content, Ownership, and Conduct

You (meaning you and your co-authors) represent and warrant to Plastx.net that you have sole ownership of any Content you and your co-authors post on the Service. You and your co-authors indemnify Plastx.net against any and all claims by any third party of any kind that you and your co-authors lack sufficient ownership and/or control over any Content you and your co-authors post on the Service. By submitting Content, you and your co-authors grant Plastx.net a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, sublicensable, and transferable license to use, display, reproduce, sell, distribute, and perform your Content in connection with the Service and for promotion and distribution in any media. You and your co-authors also grant each user of the Service a non-exclusive license to access and purchase your Content for their own unrestricted professional use. You and your co-authors irrevocably assign your copyright and other intellectual property rights you and your co-authors hold with respect to the Content you post on Plastx.net to Plastx.net. Should Plastx.net decline to post your Content now or in the future, Plastx.net retains your irrevocable license as expressed above, and, upon your written reasonable request, may assign any copyright or other intellectual property rights to Content no longer published on the Service back to you and your co-authors.

These licenses and assignments are perpetual and irrevocable with respect to Plastx.net rights. Purchasers have indefinite Content access; you cannot remove or delete posted Content except as required by law or in accordance with our Content removal procedures.

You represent and warrant that you and your co-authors have all necessary rights to grant all licenses and assignments expressed above, and, that your Content does not and will not in the future infringe any third-party rights.

You must not submit Content containing third-party copyrighted material or proprietary rights unless you have prior written permission from any and all holders of Content rights other than yourself.

You must not submit Content that violates our TSLA, community guidelines, code of conduct, Privacy Policy, Business Associate Agreement (“BAA”), or any applicable laws.

Plastx.net is not accepting identifiable information from users other than graphics that may be personally identifiable to another user who recognizes known individual facial and/or body features. Users represent and warrant that to the fullest extent possible under all applicable laws, all Content lacks identifiable information or data or images of any kind such that Plastx.net has any data confidentiality requirements with respect to such Content other than as contained in this TSLA (including the incorporated Privacy Policy terms). **Do not submit any Content containing personally identifiable patient information (including names, dates of birth, addresses, phone numbers, or email addresses).**

You may not collect or harvest any personally identifiable information from the Service.

Prohibited Content includes, but is not limited to: illegal material, pornography, obscenity, hate speech, malware, medical misinformation, identifiable information (data or image), or any material that violates applicable law or professional standards.

You and your co-authors hereby grant each user of the Service a non-exclusive license to access your Content through the Service and to purchase your content from [Plastx.net](https://www.plastx.net) for their own unrestricted professional use and performance as permitted through the functionality of the Service and under this TSLA.

The above licenses granted by you and your co-authors are in effect permanently and indefinitely. You understand and agree that purchasers of your Content have secured indefinite access subject to the terms and conditions expressed herein. You will be unable to remove or delete posted content. The above licenses granted by you are and shall remain perpetual and irrevocable subject to Plastx.net’s discretion with respect to requests for assignment or transfer.

You will not submit to the Service any Content or other material that violates the [Plastx.net](https://www.plastx.net) TSLA, Community Guidelines, or our Privacy Policy, all of which are integrated in this TSLA and may be updated without notice from time to time.

You agree you will not submit to the Service content that is contrary to applicable local, state, national, and international laws and regulations.

[Plastx.net](#) submits posted content to the user community for peer-review but does not censor, judge, edit, or endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein with the exception of Content compliance with the [Plastx.net](#) TSLA, any applicable Community Guidelines, our Privacy Policy and Business Associate Agreement. [Plastx.net](#) expressly disclaims any and all liability in connection with Content. [Plastx.net](#) does not permit copyright infringing activities and infringement of intellectual property rights on the Service. [Plastx.net](#) will remove content if it is confirmed that such Content infringes on another's intellectual property rights. [Plastx.net](#) reserves the right to remove Content without prior notice.

9. Fees, Payment Services, and Taxes - Purchasing Content and Subscriptions

Access to Content is provided through credits purchased via PayPal or other approved payment methods. The value of credits and guidelines for assignment are posted on [Plastx.net](#) and may change without notice.

Credits are non-refundable, non-transferable, and have no cash value except as expressly provided for contributors.

[Plastx.net](#) may verify your identity and PayPal account before processing payments and may withhold payments pending verification.

NO REFUNDS and NO CREDITS can or will be processed under any circumstances after the purchase of Content and after access to that Content is granted to any user. You may be disappointed with the quality or applicability of purchased content relative to your expectations. Purchases may be in error. These errors and/or disappointments must be accepted and/or resolved by communications with the author, by the system for reviews, and/or by exercising greater diligence and discovery before purchasing content.

Payment disputes should be submitted in writing to [Plastx.net](#) at accounts@plastx.net.

10. Authorization to Contact You

We may attempt to notify you of major changes to this TSLA. [Plastx.net](#) may in its sole discretion modify or revise TSLA policies terms from time to time and you agree to be bound by such modifications or revisions by continued use of the service. Nothing in this TSLA confers any third-party rights or benefits.

11. Policy Enforcement

Violations of posted policies/procedures, TSLA, community guidelines, code of conduct, Privacy Policy, and/or applicable laws shall be reported to [Plastx.net](mailto:accounts@plastx.net) at the following email address: accounts@plastx.net. Reconciliation, remedy, and/or resolution of violations and/or disagreements shall be attempted by Plastx.net. Violations of applicable law may be reported to government authorities and/or governing agencies. Plastx.net reserves the right to remove Content that violates this TSLA, copyright laws, our Privacy Policy, and/ or any of our community guidelines or other policies. Plastx.net reserves the right to terminate user accounts of repeat violators and/or to terminate accounts of users who fail to participate in good faith effort(s) toward conflict resolution.

12. Account Cancellation

Registered users may terminate and close their account at any time and for any reason without prior notification. Account information may be retained on Plastx.net servers indefinitely subject to the related and integrated Privacy Policy terms and conditions. Account cancellation and termination of participation in the Service does not and cannot remove posted Content which has been permanently licensed to Plastx.net.

Earnings due at the time of cancellation and/or that subsequently accrue to an author who has terminated their account will remain available and may be redeemed via the registered user's PayPal account. Plastx.net cannot and will not be responsible, accountable, or liable for earnings that accumulate from sale of posted content if the author of that content has closed and/or terminated their PayPal account.

You may terminate your Service account at any time by contacting support. Account information may be retained as required by law or for legitimate business purposes, subject to applicable legal requirements.

Termination does not remove posted Content, which remains licensed to Plastx.net as outlined above and available to purchasers, except as required by law or in accordance with our takedown procedures.

Earnings due at the time of cancellation or that subsequently accrue remain available for redemption via PayPal, subject to verification.

Plastx.net will contact users if posted Content is believed to be in violation of this TSLA or related community guidelines or code of conduct or our Privacy Terms. Plastx.net reserves the

right to determine whether Content violates these TSLA terms of (including but not limited to any applicable community guidelines or code of conduct or our Privacy Policy) for any reason or no reason.

13. Digital Millennium Copyright Act (DMCA)

If you believe your copyright has been infringed, you may submit notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing [Plastx.net](https://www.plastx.net) with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- Information that permits [Plastx.net](https://www.plastx.net) to contact you such as phone number, address, and electronic mail address.
- A statement of your good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and
- A statement that the information in the notification is accurate, and under penalty of perjury you are authorized to act on behalf of the owner of exclusive right that is allegedly infringed.
- Please direct copyright infringement notification(s) to [Plastx.net](https://www.plastx.net), PO Box 8885, Rancho Santa Fe, CA 92067 or by email at accounts@plastx.net. Observations, suggestions, comments, requests for technical support, and other communications should be directed to [Plastx.net](https://www.plastx.net) Customer Service at accounts@plastx.net.
- You acknowledge that if you do not comply with all of the requirements of DMCA reporting, your DMCA notice may be invalid.

Counter-Notice: If you believe that your Content which was removed or to which access was disabled is not infringing or that you have authorization from the copyright owner, the owner’s agent, or pursuant to the law to post and use the material in your Content, you may send a counter-notice containing the following information to [Plastx.net](https://www.plastx.net) at the locations enumerated above:

- Your physical or electronic signature.
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled.
- A statement of your good faith belief that the Content was removed or disabled as a result of an error or a misidentification of the Content.

- Your name, address, telephone number, and electronic mail address and a statement that you consent to the jurisdiction of the federal court in San Diego, CA
- A statement that you will accept Service of Process from the person who provided notification of the alleged infringement.

If a counter-notice is received by [Plastx.net](#), [Plastx.net](#) may send a copy of the counter-notice to the original complaining party informing that person that removed Content may be replaced. Unless the copyright owner files an action seeking a court order against the Content provider, member, or user, the removed Content may be replaced or access to it restored after receipt of the counter-notice at [Plastx.net](#)'s sole discretion.

14. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF [PLASTX.NET](#) SHALL BE COMPLETELY, TOTALLY, AND EXCLUSIVELY AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, [PLASTX.NET](#), ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. [PLASTX.NET](#) OFFERS NO WARRANTIES OR REPRESENTATION ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO [PLASTX.NET](#) AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF [PLASTX.NET](#), (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR CORRUPTING SOFTWARE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

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AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST PERSONAL AND PROFESSIONAL JUDGMENT AND EXERCISE APPROPRIATE CAUTION. ALL WARRANTIES OF ANY KIND, IMPLIED OR OTHERWISE, ARE EXPRESSLY WAIVED, INCLUDING ANY WARRANTY FOR FITNESS FOR USE.

15. Limitation of Liability

IN NO EVENT AND UNDER NO CIRCUMSTANCE(S) SHALL PLASTX.NET, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (1) USE OF THE CONTENT AND/OR SERVICE; (2) ERRORS, MISTAKES, OMISSIONS, OR INACCURACIES OF CONTENT; (3) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF PLASTX.NET OR SERVICE OR CONTENT; (4) ANY ACCESS, AUTHORIZED OR NOT, OR USE OF THE SERVICE OR CONTENT OR OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (5) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE/CONTENT; (6) ANY BUGS, VIRUSES, TROJAN HORSES, MALWARE, OR DAMAGING SOFTWARE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE OR CONTENT; (7) ANY ERRORS OR OMISSION IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE BY THE SERVICE WHETHER BASED ON WARRANTY CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PLASTX.NET IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT PLASTX.NET SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH AND UPON YOU.

The Service is controlled and offered by Plastx.net from its facilities in the United States of America. Plastx.net offers no representations that the Service is appropriate or available for use in all locations. Those who access or use the Service from other jurisdictions do so by their own choice and are responsible for compliance with local law, as applicable.

16. Privacy and Data Protection

Plastx.net collects, processes, and stores personal data as described in our Privacy Policy, integrated herein by this reference, and these terms have been incorporated into this TSLA (and, the Privacy Policy incorporates these TSLA terms). All references to the TSLA shall automatically make reference to the Privacy Policy and any other applicable Plastx.net guidelines and policies.

We engage in reasonable ongoing efforts to comply with the California Consumer Privacy Act (CCPA/CPRA), the EU General Data Protection Regulation (GDPR), and other applicable data privacy laws.

You have rights regarding your personal data, including access, correction, deletion, restriction, objection, and data portability, as described in the Privacy Policy.

International users: Your data may be transferred to and processed in the United States or other countries. We use appropriate safeguards for international transfers, such as Standard Contractual Clauses.

For privacy inquiries or to exercise your rights, contact: accounts@plastx.net.

17. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless [Plastx.net](https://www.plastx.net), its officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (1) your sharing or accessing any Content, and/or your use of and access to the Service/Content; (2) your violation of any term of these TSLA; (3) your violation of any third party right including without limitation any copyright, privacy, or intellectual property rights; and/or (4) any claim that your Content caused damage to a third party, or, any claim or cost or alleged liability related to Content. This defense and indemnification obligation is ongoing and survives your discontinuation of Content use and/or your use of the Service.

18. Ability to Accept Terms of Service

You affirm that you are over 18 years of age and a formally trained and licensed physician and/or surgeon and/or qualified health care practitioner, that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and commitments set forth

in these Terms of Service, and to abide by and comply with these Terms of Service and these Conditions, Licensing Agreements, and Payments Policy.

Plastx.net is not intended for use by individuals under the age of 18. We do not knowingly collect personal data from children under 18. If you believe a child has provided us with personal data, please contact us for removal.

19. Assignment

Except as specified, this TSLA, and, any rights and licenses granted hereunder, may not be transferred or assigned by you, but, may be assigned by [Plastx.net](#) without limitation in the sole discretion of Plastx.net.

20. Legal Disputes, General

You agree that: (1) the Service is based in California, United States of America; and (2) the Service is a passive website that cannot establish personal jurisdiction over [Plastx.net](#), either specific or general, in jurisdictions other than or outside California. This TSLA shall be governed by the laws of the State of California and Federal laws without choice-of-law principles applied. Any claim or dispute between you and [Plastx.net](#) that arises in whole or part from the Service shall be decided exclusively by a court of competent jurisdiction located in San Diego County, California. This TSLA constitutes the entire agreement between you and [Plastx.net](#) concerning the Content and Service. If any of these terms are deemed invalid by a court of competent jurisdiction, the invalidity of such terms shall not affect the validity of the remaining provisions of this TSLA, which shall remain in full force and effect. No waiver of any term of any terms by Plastx.net shall be deemed a further or continuing waiver of such term or any other term, and Plastx.net 's failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision now or in the future.

[Plastx.net](#) reserves the right to amend these TSLA terms to updated policies at any time and without notice. It is your responsibility to review these TSLA terms on an ongoing basis as you share or access Content and otherwise access the Service. Your use of the Service or sharing or accessing any Content following any amendment of these TSLA terms and policies will signify your assent to and acceptance of those revised terms.

YOU AND [PLASTX.NET](#) AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE OR RELATED TO CONTENT MUST COMMENCE WITHIN

ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, EXPIRED, AND PROHIBITED.

By using Plastx.net, sharing or accessing Content, or in any way connecting with or accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by this TSLA.