

TERMS OF USE POLICY

Effective Date: October 17, 2012

Last Modified Date: October 17, 2012

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS OF USE.

CALL 911 FOR AN EMERGENCY. This Website does not provide medical advice. If you think you may have a medical emergency, call your doctor or 911 immediately.

These Terms of Use govern the access to and use of www.corelinksurgical.com (the "Website"), which is owned and operated by CoreLink Surgical ("CoreLink" or the "Company"). Your use of this Website constitutes your agreement and acceptance without modification of the notices, terms, and conditions set forth herein. In addition, as a condition of your use of this Website, you represent and warrant to CoreLink that you will not use this Website for any purpose that is unlawful, immoral, or prohibited by the Terms of Use. If you do not agree and accept without modification the Terms of Use set forth herein, do not use this Website. Other than this Terms of Use Policy, CoreLink will not enter into any agreement with you or obligation to you through this Website, and no attempt to create such an agreement or obligation will be effective.

CoreLink reserves the right, in its discretion and without notice at any time, to change, modify, add, or remove portions of the Terms of Use at any time, provided that if we decide to modify these Terms of Use, we will update the Effective Date and the Last Modified Date. Please check these Terms of Use periodically for changes. Your continued use of this Website following any updates to these Terms of Use will mean you accept the Terms of Use as then in effect, including any subsequent additions, changes or modifications to the terms and conditions expressed herein.

1. Intended Audience

This Website is intended for use by the general public in the United States, including physicians, associated medical personnel, distributors, health clinics and hospitals, and CoreLink's customers.

This Website is not intended for use by children under the age of 18. Please refer to CoreLink's [Privacy Policy](#) regarding use of this Website by children.

2. Website is for Informational Purposes Only

CoreLink does not practice medicine or provide medical advice or diagnosis. CoreLink provides this Website for informational purposes only. No information contained in the Website is intended or should be construed to provide medical advice or diagnosis, to establish a patient-physician relationship, or to serve as a substitute for talking to a health care provider. It is important that you rely only on the advice of your own physician or other suitable healthcare

provider to advise you on your specific situation. The information provided by this Website or by CoreLink personnel should not be a substitute for professional medical advice or care. CoreLink's professionals cannot give any medical advice and cannot diagnose medical problems.

3. Applicable Laws

Your use of the Website may be subject to international, federal, state and local laws and regulations, including, but not limited to, laws regulating the privacy and security of health information, professional licensure, and the practice of medicine. You are solely responsible for your use of this Website being in compliance with all applicable international, federal, state and local laws and regulations.

4. User Guidelines

You agree to adhere to the following guidelines when using this Website:

- You may not delete or modify any author attributions, legal notices or proprietary designations or labels in any information that is published, posted, advertised, distributed, disseminated, or uploaded.
- You may not falsify the origin or source of information or material published, posted, advertised, distributed, disseminated, or uploaded.
- You may not access or attempt to access CoreLink's information technology systems, environments, networks, files, data or accounts to which express authorization has not been obtained, or log into a server that you are not authorized to access.
- You may not attempt to circumvent or subvert system or network security mechanisms, or probe the security of any system, network, or account associated or used in conjunction with this Website.

CoreLink may suspend or terminate your service or access if it believes that such theft, use, access or breach, or any other breach of the Terms of Use, has occurred.

5. Our Privacy Policy

It is our policy to respect the privacy of all guests of this Website according to the terms of our [Privacy Policy](#). Please review our [Privacy Policy](#).

6. Linking to the Website

Unless you have a written agreement in effect with CoreLink which states otherwise, you may only provide a hypertext link to the Website on another website, provided that: (1) the link is a text-only link clearly marked "CoreLink Surgical Home Page"; (2) the link "points" to the URL www.corelinksurgical.com and not to other pages within the Website; (3) the appearance, position and other aspects of the link may does not damage or dilute the goodwill associated with CoreLink's name and trademarks; (4) the appearance, position and other aspects of the link does not create the false appearance that an entity is associated with or sponsored by CoreLink; and (5) the link, when activated by a user, displays the Website full-screen and not within a "frame"

on the linking website. CoreLink reserves the right to revoke its consent to any link at any time in the Company's sole discretion.

7. Restrictions on Use of Materials

Unless otherwise noted in these Terms of Use or elsewhere on this Website, all materials (collectively, "CoreLink Materials"), including company logos, images, illustrations, designs, icons, photographs, video clips, flash, software files, presentations and documents, and other materials that are part of this Website are subject to copyrights, trademarks, service marks, trade names and/or other intellectual property rights owned, controlled by or licensed to CoreLink. No CoreLink Materials may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way; provided, however, that you may download, reproduce and distribute, *where specifically permitted on this Website*, one copy of the applicable CoreLink Materials for your personal use only, provided you keep intact all copyright and other proprietary notices originally found on such CoreLink Materials. Other portions of this Website contain additional requirements or limitations on the use of certain CoreLink Materials, and your use of this Website binds you to such express requirements and limitations.

In cases where any CoreLink Material is to be used as raw material or as the basis for TV, radio, news or a web-based article or item, you must seek and obtain specific permission in advance for such use from CoreLink by sending a fax or e-mail to CoreLink's Marketing and Communications Department at **(314) 863-5401**. CoreLink retains sole discretion to grant or deny such requests.

Modification of any CoreLink Materials on this Website or use of such CoreLink Materials for any other purpose is a violation of CoreLink's copyright and other proprietary rights. In accordance with these Terms of Use, the use of any such CoreLink Materials on any other Website or networked computer environment is prohibited.

8. DISCLAIMERS

CORELINK'S PRODUCTS ARE DESIGNED TO BE OPERATED ONLY BY PROPERLY TRAINED PERSONNEL IN A MANNER CONSISTEN WITH THEIR LABELING.

THE MATERIALS IN THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CORELINK DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORELINK DOES NOT WARRANT THAT THE FUNCTIONS OR MATERIALS AVAILABLE ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS WEBSITE OR THE SERVER(S) THAT MAKES THIS WEBSITE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CORELINK DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE

RESULTS OF THE USE OF THE MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT CORELINK) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

THE INFORMATION POSTED HERE BY CORELINK OR ANY THIRD PARTY SHOULD NOT BE CONSIDERED MEDICAL ADVICE, AND IS NOT INTENDED TO REPLACE CONSULTATION WITH A QUALIFIED PHYSICIAN. CORELINK DOES NOT ANSWER SPECIFIC MEDICAL QUESTIONS OR REFER PEOPLE TO A PARTICULAR MEDICAL PROFESSIONAL. YOU ARE ENCOURAGED TO CONFIRM THE INFORMATION CONTAINED ON THIS WEBSITE WITH OTHER SOURCES.

NOTE: SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE LIMITATION OF LIABILITY. THEREFORE, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES AND THE LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CORELINK BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THIS WEBSITE, EVEN IF CORELINK OR A CORELINK-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE AFOREMENTIONED, IN NO EVENT SHALL CORELINK'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.

10. Indemnification

You agree to indemnify, defend, and hold harmless CoreLink, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use.

11. Jurisdictional Issues and Governing Law

This Website is controlled and operated by CoreLink from a server that resides in Missouri, USA. You agree that this Terms of Use Policy and your use of this Website are governed by the procedural and substantive laws of the State of Missouri, USA without regard to any conflict of laws provisions. You hereby consent to the exclusive jurisdiction and venue of the courts in St. Louis County, Missouri, USA in all disputes arising out of, relating to, or concerning this Website and/or the Terms of Use in which this Website and or the Terms of Use is an issue of

material fact, or in which this Website and/or the Terms of Use is referenced in a paper filed in a court.

Those who choose to access this Website from other locations: (1) explicitly accept the jurisdiction of the State of Missouri, USA and its competent courts, (2) do so on their own initiative, and (3) are responsible for establishing the usability or correctness of any information or materials under any or all jurisdictions and the compliance of that information or material with local laws, if and to the extent local laws are applicable.

CoreLink makes no representations that materials on this Website are appropriate or available for use in any particular jurisdiction.

12. Content on Website

CoreLink has used reasonable efforts to collect, prepare, and provide quality content and material on this Website, but CoreLink does not warrant or guarantee the accuracy, completeness, adequacy, or currency of the information contained in or available through this Website. Users of content from this Website or links do so at their own risk.

Any reference made by this Website to any specific commercial product, process, or service (or provider of such product, process or service) other than of CoreLink by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement or recommendation by CoreLink. Content on this Website may be provided by third parties and users. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties through this Website, including information providers, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of CoreLink.

13. Links to Other Websites and Services

This Website may contain links to websites operated by parties other than CoreLink (“Third Party Websites”). Such links are provided for your reference only. CoreLink does not control, review, or endorse the availability and content of such outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

CoreLink’s inclusion of links to Third Party Websites does not imply any endorsement of the material on the Third Party Websites or any sponsorship, affiliation, or association with their owners, operators, or sponsors. CoreLink’s inclusion of the links to the Third Party Websites does not imply that CoreLink is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol or other material that may be reflected in the links or on the Third Party Websites.

14. Right to Deny or Limit Access

CoreLink reserves the right to limit or revoke any user's access to this Website in its sole discretion, at any time, and for any reason, including, but not limited to any violation of these Terms of Use or in the event of technical difficulties associated with the Website.

15. Severability

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

16. No Legal Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CoreLink as a result of the Terms of Use or your use of the Website.

17. Entire Agreement

These Terms of Use serve as the entire agreement between CoreLink and users of this Website relating to the subject matter herein and may not be modified except as provided above or in a writing that has been signed all parties sought to be bound thereby. Any alleged waiver of any breach of the Terms of Use shall not be deemed to be a waiver of any future breach.

18. Further Information

For further information or to contact us with questions, concerns, or comments, you may write, or call as follows: CoreLink Surgical, 7606 Forsyth Blvd, St. Louis, MO 63105 or (314) 863-5401.