

# Flagship Surgical LLC

## Company Web Site Terms of Use

The following terms and conditions (the “Terms of Use”) govern your use of the Web Site located at [www.flagshipsurgical.com](http://www.flagshipsurgical.com) (the “Site”). The Site is made available by Flagship Surgical, LLC (the “Company” or “we” or “us”). We may change the Terms of Use from time to time, at any time without notice to you, by posting such changes on the Site. BY USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THE SITE. If you do not agree to these Terms of Use, you may not access or otherwise use the Site.

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2. Trademarks. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of the Company or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Site is strictly prohibited. We will enforce our Trademark rights to the fullest extent of the law.

3. User Conduct. You warrant and agree that you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); or (c) attempt to gain unauthorized access to other computer systems through the Site. You may not: (i) engage in spidering, “screen scraping,” “database scraping,” harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Site or the services offered on or through the Site, including without limitation any information residing on any server or database connected to the Site or the services offered on or through the Site; (ii) use the Site or the services made available on or through the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or such services, including, without limitation, sending mass unsolicited messages or “flooding” servers with requests; or (iii) use the Site or the Site’s services in violation of any applicable law. You further agree that you may not attempt (or encourage or support any one else’s attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Site’s services, or any content thereof, or make unauthorized use thereof. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

We may, from time to time, make messaging service, chat service, bulletin board, other forums and the like available on the Site. In addition to any other rules or regulations that we may post in connection with a messaging service, chat service, bulletin board or other forum on the Site or offered through a service on the Site, you agree that you shall not upload, post, transmit, distribute or otherwise publish through the Site or any service offered on or through the Site, any materials which (i) restrict or inhibit any other user from using and enjoying the Site or the Site's services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, spyware, or other harmful component, (vi) contain advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You alone are responsible for the content and consequences of any of your activities. You further agree not to impersonate any other person or entity, whether actual or fictitious, including anyone from the Site or the Company. The Company reserves the right, but does not have an obligation, to monitor and/or review all materials posted to the Site or through the Site's services by users, and the Company is not responsible for any such materials posted by users. However, the Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the Company's sole discretion are objectionable or in violation of these Terms of Use, the Company's policies or applicable law.

You agree that if you include a link from any other web site to the Site, such link shall open in a new browser window. You agree not to link from any other web site to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve the right to revoke your right to link to the Site from your web site at any time upon written notice to you.

You agree to defend, indemnify and hold the Company, its subsidiaries, affiliates, directors, officers, members, managers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, or your breach or violation of the law or of these Terms of Use. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the Company's defense of such claim.

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8. Indemnification. You agree to indemnify, defend, and hold harmless the Company, 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 of these terms and conditions or any activity related to your use of this site (including negligent or wrongful conduct) by you or any other person accessing this site using your computer or Internet account.

9. Applicable Laws. We control and operate the Site from our offices in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

10. Termination. We may terminate, change, suspend or discontinue any aspect of the Site or the Site's services at any time. The Company may restrict, suspend or terminate your access to the Site and/or its services with or without cause.

11. Miscellaneous. The Terms of Use and the relationship between you and us shall be governed by the laws of the State of New Jersey, without regard to its conflict of law provisions. You agree that any cause of action that may arise under these Terms of Use shall be commenced and be heard in the appropriate court in the State of New Jersey. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New Jersey. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use 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 Terms of Use shall remain in full force and effect.