

# TERMS AND CONDITIONS OF USE FOR WWW.ENDOLOGIX.COM

Endologix, Inc. ("Endologix") and its affiliates requires that all persons or entities visiting the Endologix site on the World Wide Web ("Web Site") agree to the following terms and conditions ("Terms and Conditions"). By accessing the Web Site, you confirm your agreement to and acceptance of these Terms and Conditions. If you do not agree to any of these Terms and Conditions of usage, please do not use this Web Site. Endologix reserves the right to update or modify these Terms at any time without prior notice. You may access and use this web site at your own risk subject to all applicable laws, regulations, and the following Terms. All materials posted on the Endologix web site are current as of the date posted. Endologix expressly disclaims any duty to update such information.

# <u>Limited Scope</u>

Endologix controls and operates this web site from its offices in the United States of America.

Due to varying legal and regulatory requirements among different countries, the Endologix products and services referenced in this web site may not be available or announced in your country. These references do not imply that Endologix intends to announce such products or services in your country.

# Copyrights

Unless otherwise specified, the copyrights in all copyrightable subject matter, including, but not limited to, the text, images, photographs, illustrations, audio and video on the Web Site is owned by Endologix, or used with permission by Endologix. Without Endologix's prior written permission, you may not copy, reproduce, republish, upload, post, transmit, hyperlink, distribute, modify, display, prepare derivative works based on, repost or otherwise use the content of this Web Site, except that you may download one copy of the material in temporal storage on one computer for your personal, non-commercial viewing only, provided that you do not delete or change any copyright, trademark, or other proprietary notices. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any copyright or other intellectual property right.

Endologix neither warrants nor represents that your use of materials displayed on the Web Site will not infringe rights of third parties not owned by or affiliated with Endologix. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Web Site. Any unauthorized use of the images, or other materials, may violate copyright laws, trademark laws, the laws of privacy and publicity, and other regulations or statutes.



## Trademarks and Service Marks

The marks ENDOLOGIX®, POWERLINK®, POWERLINK XL®, INTUITRAK®, INTUITRAK DELIVERY SYSTEM®, SUREPASS®, VISIFLEX SUREPASS®, AFX®, NELLIX®, DURAPLY™, VERTA™, and XPAND™, and all related product and service names, design marks and slogans are trademarks of Endologix and may not be used in any manner without the prior written consent of Endologix. The Trademarks TRIVASCULAR, the TRIVASCULAR logo, OVATION, the OVATION logo, OVATION iX, OVATION PRIME, OVATION PRIME logo, and SIZE MY PATIENT (the "Trademark" or "Trademarks") are trademarks or registered trademarks of and are proprietary to TriVascular (an Endologix Company). Except as may be expressly stated in these Terms, you may not reproduce, display or otherwise use any Trademark without first obtaining Endologix's express written permission.

All trademarks, service marks and/or trade names that appear on the Web Site that are not Endologix's marks are the property of their respective owners. References to any names, marks, products or services of third parties do not constitute or imply endorsement, sponsorship or recommendation of the third party or the products or services.

Any unauthorized use of the text, images, audio, video, materials, structure, sequence, arrangement, or design of the Web Site, or trademarks, service marks, or trade dress found within the Web Site may violate civil or criminal laws, including, but not limited to, copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

## **Endorsements**

Reference herein to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, service mark, manufacturer, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by Endologix. Product and service information is the sole responsibility of each individual vendor. Endologix is not responsible for the content on any other Internet site linked to the Web Site.

## Non-Confidential Information and Material

In the event Endologix receives information or materials through the Web Site, including, but not limited to, feedback, questions, comments, suggestions, plans, ideas or the like, such information or material shall be deemed to be non-confidential and Endologix assumes no obligation to protect such information from disclosure. Therefore, please do not send to Endologix any creative or original materials or any creative suggestions, ideas, notes, drawings, concepts or other information that you believe is confidential. The submission of information or materials to Endologix shall in no way prevent the use of similar products, services, plans and ideas by Endologix for any purpose. In addition, you grant Endologix the right, in any form now or hereafter known, to reproduce, use, disclose, distribute, transmit, create derivative works from, and publicly display and perform, any information or materials you submit to Endologix through the Web Site.



# Limitation of Liability

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEB SITE AND THE INTERNET GENERALLY. IN NO EVENT SHALL ENDOLOGIX BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM ACCESS TO OR USE OF THIS WEB SITE, OR THE INTERNET GENERALLY, UNDER CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY.

## Warranty Disclaimer

ACCESS TO THE WEB SITE (INCLUDING ANY INFORMATION OR MATERIALS THEREIN) IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE NOR INFORMATION GIVEN BY ENDOLOGIX OR ITS EMPLOYEES SHALL CREATE ANY WARRANTY. ENDOLOGIX DOES NOT WARRANT THAT THE INFORMATION OR MATERIALS ON, OR ACCESS TO, THE WEB SITE WILL BE WITHOUT INTERRUPTION OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY AND RELIABILITY OF THE MATERIALS.

ENDOLOGIX ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE WEB SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THIS WEB SITE OR ARISING IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, COMPUTER VIRUS, DELAY IN OPERATION OR TRANSMISSION, OR LINE OR SYSTEM FAILURE.

#### HyperLinks

This Web Site may provide hyperlinks to other websites which are not maintained or controlled by Endologix. These hyperlinks are provided as a courtesy to Web Site visitors. Endologix is not responsible for the content of those websites. The inclusion of any hyperlinks to such websites does not imply approval or recommendation of or endorsement by Endologix of those websites or their content. If you have difficulty linking to any hyperlinked websites or to report a dead (nonworking) link, please send us an e-mail at: information@endologix.com.

# <u>Privacy Policy and Tracking Information</u>

Our Web Site is not set up to track, collect or distribute personal information. However, like many sites on the Internet, we automatically track certain information about you as you use our Web Site. This information may include the URL that you just came from, which URL you go to next, what browser you are using, and your IP address. Our Web Site logs generate certain kinds of non-identifying site usage data, such as the number of hits and visits to our Web Site. This information is used for internal purposes by technical support staff to improve our Web Site and



may also be provided to others, but the statistics contain no personal information and cannot be used to gather such information.

In addition, we employ the use of "cookies" in certain areas of our Web Site. Cookies allow us to provide information that is targeted to your interests and make your online experience more convenient. Cookies are stored on your hard drive, not on our Web Site, and most cookies are "session cookies," meaning that they are automatically deleted at the end of a session. You are always free to decline our cookies if your browser permits. You can still use the Web Site if your browser is set to reject cookies. Our cookies do not generate personal data, do not read personal data from your machine and are never tied to anything that could be used to identify you.

## **Changes and Other Terms**

Endologix has the right to make changes and updates to any information contained within this Web Site or make changes or revisions to any of the Terms and Conditions without prior notice. Access to particular areas on the Web Site may be subject to additional or different terms and conditions, as specified by Endologix from time to time in its sole discretion. Your continued use of this Web Site after changes are posted constitutes your acceptance of the Terms and Conditions as modified. You should periodically visit this page to review the most recent Terms and Conditions.

## Failure to Comply

Endologix has the right to terminate or restrict your access to the Web Site unilaterally and without notice in the event that you violate any of these Terms and Conditions or for any other or no reason. Endologix also reserves any and all remedies at law or equity in connection with violation of these Terms and Conditions or otherwise.

## **Entire Agreement**

This Agreement constitutes the entire agreement between you and Endologix with respect to your access to and/or use of this web site.

## Linking, Framing and Metatags

Unless we enter into a specific written agreement with you, you may not use any of Endologix's names, logos, designs, slogans, trademarks or service marks in or with your links.

You may not incorporate any content from this Web Site into your site (e.g., by in-lining or framing), without the express written permission of Endologix.

You may not use any of Endologix's names, logos, designs, slogans, trademarks or service marks, or any other words or codes identifying Endologix's Web Site in any "metatag" or other information used by search engines or other information location tools to identify and select sites, without Endologix's express written permission.



## Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to the principles of conflict of law thereof, as applied to agreements made and to be performed entirely therein. You hereby consent to the exclusive jurisdiction and venue of courts in Orange County, California, USA in all disputes arising out of or relating to use of this Web Site. By using this web site, you consent to personal jurisdiction in the federal and state courts of Orange County, California.

# **Contact Information**

Endologix respects the copyright and intellectual property rights of others. Endologix may remove content from its Web Site that allegedly violates the intellectual property rights of others. If you have any questions or comments regarding these Terms and Conditions or this Web Site, please send us an e-mail at: information@endologix.com

11787166:nr1