

Last Updated: 23 August 2021

TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. By clicking or tapping “OK” or “Agree” (or a similar term) in connection with this Agreement, or by using the Services (as defined below), you agree to this Agreement.

This Agreement is between you and the Johnson & Johnson family of Companies, here represented by Cilag GmbH a Swiss entity alongside Johnson & Johnson Medical Pty Ltd in Australia and Johnson & Johnson (New Zealand) Limited in New Zealand (as may be applicable) (“Company” or “we” or “us” or “our”) concerning your use of the cloud services located at <https://www.an.visiblepatient.jnjmedicaldevices.com> (the “Services”). We have entered into a subscription or other agreement on the access and use of the Services either directly or by the healthcare institution you are employed or engaged by (the “SA”). The terms and conditions of such SA apply to your use of the Services.

If you are not willing to accept the terms and conditions in the Agreement, we ask that you not access or use the Services. Please review our Privacy Policy located at <https://www.an.visiblepatient.jnjmedicaldevices.com> for details about what personal information we collect and how we use it.

1. Our Right to Make Changes. We may change this Agreement from time to time by notifying you of such changes by any reasonable means and by making available a revised Agreement through the Services. If you don’t agree to the changes, you may stop using the Services.

2. Disclaimer

The Services may be a regulated service, the specific and most up to date instructions for use of which can be found at <https://www.an.visiblepatient.jnjmedicaldevices.com>. You agree to only use the Services in line with its instruction for use.

3. Acceptable Use and Rules of Conduct. You must not:

- (a) Post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (i) threatening, harassing, degrading, hateful, intimidating, or otherwise fail to respect the rights and dignity of others; (ii) defamatory, libelous or fraudulent; (iii) obscene, indecent, pornographic or otherwise objectionable; or (iv) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- (b) Post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
- (c) Use the Services for any commercial purpose, including use for your commercial purposes or any commercial purposes that will benefit you in any way.
- (d) Use the Services for any purpose that is fraudulent or otherwise unlawful.
- (e) Collect information about users of the Services in any way, including through reverse engineering.
- (f) Interfere with the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services, or violate any requirement or policy of such servers or networks.
- (g) Restrict or inhibit any other person from using the Services.
- (h) Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized under this Agreement, without our express prior written consent.

- Reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly

prohibited by applicable law.

- Remove any copyright, trademark or other proprietary rights notice from the Services.
- Incorporate any portion of the Services into any product or service, without our express prior written consent.
- Systematically download and store Services content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services, without our express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the root directory of the Services, we grant to the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. We reserve the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware, telecommunications and other services needed for you to use the Services.

4. Products. The Services may make available listings, descriptions and images of medical devices or services distributed by us (collectively, “Products”), as well as references and links to Products. We attempt to describe the items available on the Services as accurately as possible and to depict the most up-to-date product information available to the extent permitted per law. We make no warranties or representations as to the completeness, accuracy, reliability, validity or timeliness of such listings, descriptions or images (including any features, specifications and prices contained therein) or that product descriptions depicted will match the actual Product that you receive. Such information and the availability of any Product are subject to change at any time without notice. If a Product is not as described when you receive it, to the extent permitted by law, your sole remedy is to return the Product to us in unused and undamaged condition in accordance with our Returns Policy, which is listed on the Services under Customer Service.

5. Electronic Communications. The information communicated as part of the Services may constitute an electronic communication. When you communicate with us through the Services or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically, subject to local privacy and Anti-Spam laws, and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

6. Registration. You may need to register to use the Services. We may reject, or require that you change, any user name, password or other information that you provide. Your user name and password are for your personal use only. You are solely responsible for maintaining the confidentiality of your credentials and for restricting access to your mobile device, computer, and/or other means of accessing the Services. We are not responsible for any use of your credentials caused by your failure to keep them confidential. You are solely responsible for all activities that occur under your account, either with or without your knowledge. You must promptly notify us of any unauthorized use of your credentials or account of which you become aware. We recommend that, to the extent you access the Services via a mobile device, you password protect said device. You agree that any information you provide to us will be current, accurate and complete and that you will keep such information up to date by notifying us of any changes.

We reserve the right to terminate any account at any time in our sole discretion, including without limitation for any failure to comply with these Terms of Use, any fraud or abuse, or any misrepresentation that you or anyone using your account may make to us.

6. Submissions. You may be permitted to make available certain information or materials (each, a “Submission”) in connection with the Services. We have no control over and are not responsible for any Submissions, any use or misuse by any third party of Submissions or for your interactions with other users. Users are ultimately responsible for their own actions. If you choose to make your personal or other information publicly available through the Services, you do so at your own risk. Our right to use any Submissions is subject to the terms and conditions of the SA.

7. Your Right to Use the Services. You acknowledge that all intellectual property rights in the Services, belong to us or our licensors. You have no right in or to the Services other than the right to access them in accordance with this Agreement. Subject to your compliance with, and solely for the duration of, this Agreement: (a) you may view one copy of the Site on any single device, solely for your personal, non-commercial use; (b) we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use any application under the Services on a device that you own or control, solely for your personal, non-commercial use. The Services are licensed (not sold) to you. If you fail to comply with this Agreement, you must immediately cease using the Services, and delete any application from your device. You are responsible for keeping your device secure and protecting it appropriately.

8. Company’s Proprietary Rights. We and our suppliers own the Services, which are protected by proprietary rights and laws, including all of our brand names, trademarks and service marks and any associated logos. All trade names, trademarks, service marks and logos (collectively, “Marks”) on the Services not owned by us are the property of their respective owners. You may not use our Marks in connection with any product or service that is not ours or in any manner that is likely to cause confusion.

9. Third Party Materials; Links. The Services may allow access to third-party information, products, services and other materials, including Submissions (collectively, “Third Party Materials”), and including any access via links. We do not control or endorse, and are not responsible for, any Third Party Materials. We do not monitor Third Party Materials, and we may block or disable access to any Third Party Materials at any time.

10. No Guarantee. While we take reasonable steps to try to maintain the timeliness, integrity and security of the Services, we cannot guarantee that they are or will remain updated, complete, correct or secure, or that access to them will be uninterrupted. The Services may include inaccuracies, errors and materials that conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, please use the link at Contact Us at vppanz@its.jnj.com and provide a description of such alteration and its location on the Services.

11. Limitation of liability. To the fullest extent permitted by applicable law, we shall not be liable for any damages (i) caused by a breach of your obligations under the Agreement; and/or (ii) the value of which exceed EUR 100,000 or equivalent amount in the local currency.

12. Third Party Claims. If we are sued by a third party as a result of your breach of this Agreement or your infringement of any third-party right, then, to the fullest extent permitted by applicable law, you will be responsible for all liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys’ fees) incurred by the Company Parties.

13. Termination. You may stop using the Services, and thereby terminate this Agreement, at any time. We may terminate or suspend

your use of the Services if you do not comply with this Agreement, engage in any fraud or abuse, or if you or anyone using your account makes any misrepresentation to us. Where reasonable under the circumstances, we will provide you with at least twenty-four (24) hours’ prior notice of termination or suspension, provided that if we reasonably believe that you have materially breached this Agreement, we may immediately terminate or suspend you. Upon any termination or suspension, your right to use the Services will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without obligation to provide further access to such materials. Your obligations under this Agreement shall survive any expiration or termination of this Agreement.

14. Governing Law; Jurisdiction. Unless otherwise prescribed by applicable law, this Agreement is governed by and shall be construed in accordance with the laws of the country of residence of your healthcare institution, without regard to its principles of conflicts of law, and regardless of your location. All disputes between you and us arising out of or related to the Services or this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory and including non-contractual disputes or claims, will be subject to the exclusive jurisdiction of the federal and state courts located in the country of residence of your healthcare institution and you waive any jurisdictional, venue or inconvenient forum objections to such courts.

15. Information or Complaints. If you have a question or complaint regarding the Services, please use the link at Contact Us at vppanz@its.jnj.com.

16. Other Important Terms. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. This Agreement is between you and us. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter of this Agreement, and, in the absence of fraud, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Neither party will be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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