

TERMS OF USE

General

You may not access, browse, or otherwise use our site unless you agree to our Terms of Use without limitation or qualification.

Use of our site is not authorized in any jurisdiction that does not give effect to our Terms of Use.

We reserve the right to make changes from time to time to the content of our sites, including, without limitation, the Terms of Use, without prior notification to anyone. Please ensure that you review these Terms of Use each time you visit our site.

Products Featured on our Sites

Some of the products featured on this site may not be available for sale or use in your jurisdiction. The fact that a product is shown on our site does not imply that the product is available for sale or use, or that we intend to make it available for sale or use, in your jurisdiction.

Our site is not intended or to be construed as a solicitation or promotion of any products for sale or use which is not authorized by the laws or regulations of your jurisdiction. Please consult with our Customer Service Division if you have any questions regarding the availability of a product for sale or use in your jurisdiction.

The terms and conditions governing the sale of products featured on our sites consist only of those terms and conditions of sale as set out in a formal written agreement between us and the buyer. NOTHING IN OUR SITE, INCLUDING, WITHOUT LIMITATION, ANY STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, IS TO BE CONSTRUED AS A REPRESENTATION, WARRANTY, OR CONDITION BY US WITH REGARD TO ANY OF THE PRODUCTS FOR ANY PURPOSE WHATSOEVER.

Copyright and Trademarks

All content of this site, including its design, text, graphics, the selection and arrangement thereof, is owned or controlled by Mercury Medical and is protected by international copyright laws. You may download and make one hard copy of the content of this site for personal, non-commercial use only, provided you attach the Terms of Use to your copy and keep intact all copyright and other proprietary notices. The content of this site may otherwise not be downloaded, copied, stored in machine readable

form, reproduced, disseminated, adapted, modified or otherwise used, without first obtaining written permission.

Except for the trademarks that are indicated on our site as owned by others, all trademarks, trade names and trade dress shown on this site are owned by us or licensed to us and are protected in the United States and internationally. You may not use any of the trademarks, trade names, or trade dress shown on this site for any purpose, except as authorized in writing by the owner or by us where we are the owner or authorized licensee.

Except for the limited permission provided for in the first paragraph of this section regarding copyright, nothing in any of our sites is to be construed as granting any license or right to anyone under any of our or our licensors' intellectual property rights, including, without limitation, copyright, patents, and trademarks.

Confidentiality

Except as expressly otherwise provided for in our Privacy Statement, or in a written agreement signed by you and us, any electronic communication, or other communication, transmitted by you to us either through any of our sites or otherwise will be received by us on a NON-CONFIDENTIAL BASIS. We will be entitled to the free and unrestricted use of the content of your communication for any purpose, commercial or otherwise.

WE MAKE NO REPRESENTATION, WARRANTY, OR CONDITION WHATSOEVER WITH RESPECT TO THE PRIVACY OF THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY YOU TO US ON-LINE.

Personally Identifiable Information

The collection of personally identifiable information on our site and the use and disclosure of the information is governed by the terms of our Privacy Statement.

Disclaimer/Limitation of Damages

We make no representations or warranties with respect to the currency, completeness, or suitability for any purpose of the content of any of our sites. The content from or through this site is provided "AS IS", as available, AND ALL WARRANTIES, EXPRESSED OR IMPLIED, ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We assume no liability for any damages or injuries resulting from your access to, browsing, or other use of our site, including, without limitation, any liability for any damages caused by viruses contained within the electronic files at our site, including, without limitation, any hyperlinked sites.

IN NO EVENT WILL WE BE LIABLE TO YOU OR OTHERS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS PROFITS, BUSINESS INTERRUPTION, AND LOSS OF DATA, RESULTING FROM YOUR ACCESS TO, BROWSING, OR OTHER USE OF OUR SITE, INCLUDING, WITHOUT LIMITATION, ANY HYPERLINKED SITES.

Links to other Sites

Our site may contain links or pointers to other Internet sites. The links and pointers do not constitute endorsements of any products or services in any of those Internet sites, and no content of any of these sites is endorsed or approved by us. Your use of third party links provided for under our site is "AT YOUR SOLE RISK."

Law Applicable to Disputes

You confirm that your agreement to the Terms of Use was made in the state of Florida, and therefore, the validity, interpretation, and enforcement of these Terms of Use, and your and our rights and liabilities, will be governed by Florida domestic law, without any regard to conflict of law principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts of the state of Florida with regard to all disputes of any nature whatsoever arising out of, relating to, or in connection with your access to, browsing of, or other use of our site, including, without limitation, any hyperlinked sites.

Any portion of these Terms of Use that are invalid or unenforceable under applicable law will be deemed severed and the remaining Terms of Use will continue in force and all rights and remedies accrued under the valid and enforceable Terms of Use will survive the declaration.

PRIVACY STATEMENT

This Privacy Statement outlines Mercury Medical's practices regarding the collection of personally identifiable information on our site, and the use and disclosure of the information.

By using this site, you consent to the collection, use, and disclosure of your personally identifiable information as set out in this Privacy Statement.

We reserve the right to make changes to this Privacy Statement from time to time. Please ensure that you browse through this page each time you visit the site to keep track of any new changes or additions. The changes will only affect personally identifiable information provided after the change comes into effect.

External Sites

This Privacy Statement only applies to personally identifiable information collected on our site. Our site contains links to other sites. You should review the Privacy Statement/Policy of the other sites as they may differ from Mercury's.

Please be aware that we assume no responsibility for the privacy practices of other sites.

Collection

We only collect personally identifiable information that you provide to us voluntarily. We may be required to provide personally identifiable information, such as name, personal address, personal e-mail address, and personal telephone number if, for example, you are requesting additional information on our products, have questions regarding our products or want to receive updates on our products.

If you choose not to provide us with personally identifiable information where required, you may still use our site; however, you may not have access to areas that require the information or receive a response from us regarding a request for additional information, answers to certain questions, or updates on products.

We currently use "Cookies", you should be aware that when you visit our site non-personal information and data may be automatically collected by our website administrator through the standard operation of our internet service. The type of non-personal information collected includes the date and time of your visit, the address of the website you linked from and the duration of your visit.

Use

The personally identifiable information collected on this site is used to respond to your requests or any questions you may have, to update you on our products. Generally, those pages that require personally identifiable information will provide you with an indication of the intended use.

We do not sell or rent your personally identifiable information or share it with outside parties, except as provided for in the section entitled "Exceptions to Use" as described below.

We will not use or share the personally identifiable information provided to us online in ways unrelated to the ones described in this Privacy Statement or on this site without first providing you an opportunity to opt-out from the unrelated use or sharing of the information.

Updating

We do not currently have the ability to allow you to verify and correct your personally identifiable information as collected by us on-line or otherwise. If you become aware of any inaccuracy, please notify us by fax, mail or e-mail and we will endeavor to promptly correct the inaccuracy if your personally identifiable information is still on file.

Security

Your personally identifiable information transmitted to us by e-mail or otherwise through our sites, is transmitted without encryption. The information is not converted into code text and is sent in the same form as submitted by you on our site. Although it is unlikely that a third party will intercept the transmission, there is always a possibility of that occurring.

Children

We do not collect information about children.

Exceptions to Use

We reserve the right to share your personally identifiable information with outside parties in the following situations:

1. Where it is necessary to do so in order to complete a request submitted by you for more information.
2. To comply with any applicable law, regulation, or court order.
3. Where it is necessary to keep our site in operation.
4. To protect our rights and property and those of our users, providers, and agents.