

Legal Notice

Legal Terms of Use

Last updated July 18, 2016

This website ("Website") is provided to you under these "Terms of Use" and any amendments or supplements to them (collectively referred to as this "Agreement") that may be posted by Ethicon US, LLC or one of its affiliated companies (collectively, "Site Owner," "we", "us") from time to time. Your use of this Website, or any other services or content provided through the Website [or Mobile Software], shall be deemed to constitute your consent to be legally bound by the terms and conditions of the Agreement, which shall be enforceable in the same way as if you had signed the Agreement. If you are not willing to accept the terms and conditions in the Agreement, we ask that you not access or use the Website or post or submit any materials on it.

Website Intended Audience

This Website is intended for and directed to residents of the United States of America. This Website is not intended for anyone under the age of 18.

Information Disclaimer

THE INFORMATION INCLUDING ANY, ADVICE AND RECOMMENDATIONS ON THE WEBSITE IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT. YOUR USE OF THE SITE IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE WEBSITE.

WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL ON THE WEBSITE. WHILE WE STRIVE TO KEEP THE INFORMATION ON THE WEBSITE ACCURATE, COMPLETE, AND UP-TO-DATE, WE DO NOT GIVE ANY ASSURANCES, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE WEBSITE.

Ownership

You agree that the Website is the property of the Site Owner; including all intellectual property rights in it and that you have no right to use them other than as set out in these Terms of Use. We are not responsible for any harm or loss that you suffer in relation to any use you make of the Website for any business purposes or other purposes not authorized under these Terms of Use. We reserve the right to refuse or terminate access to the Website at our discretion. The Website are provided free of charge

and on that basis we have no obligation to provide any maintenance or support services in relation to them and we are not responsible for any loss or damage you may suffer as a result of any failure to maintain or update the Website.

You may not copy, change or reuse the Website, any updates to them or any part of them including the software incorporated in them.

You may use this Website only for lawful purposes and in accordance with these Terms of Use. You are granted a nonexclusive, nontransferable, revocable, limited license to view, print and distribute content retrieved from the Website, provided that you do not remove or obscure the copyright notice or other notices displayed on the content. You may not copy, reprint, modify, display, perform, translate, distribute, adapt, broadcast, communicate to the public by telecommunication, circulate, or sell the content retrieved from the Website in any way, for any commercial use or provide it to any commercial source, including other websites, without the prior written permission of Site Owner.

In addition, you agree not to: (i) use this Website in any manner that could disable, overburden, damage, or impair this Website, or interfere with any other use of this Website, including, any user's ability to engage in real-time activities through this Website; (ii) use any robot, spider or other automatic device, process or means to access this Website for any purpose, including to scrape, data mine, monitor or copy any of the material on this Website; (iii) use any manual process to monitor or copy any of the material on this Website, or to engage in any other unauthorized purpose without the express prior written consent of Site Owner; (iv) otherwise use any device, software or routine that interferes with the proper working of this Website; or (v) otherwise attempt to interfere with the proper working of this Website.

We reserve all rights not expressly granted to you.

Your Account and Password

When you first register to use the Website you may be prompted to create a password. You must keep your password secret and not give it to anyone else or let them use your account. You must not use anyone else's password or account. You must inform us immediately if you suspect any unauthorized use of or access to your password or account. We will not be responsible if you suffer any harm or loss because you do not keep your password secret, if you let someone else use your account, if you use someone else's password or account, or if you become aware of or suspect unauthorized use of your password or account but do not tell us promptly.

Privacy and Consent to Use Data

The information that we obtain through your use of the Website, whether through the registration process or otherwise, is subject to our [Privacy Policy](#). Our Privacy Policy addresses our collection and use of the data you provide to us, including your rights relative to that information.

Electronic Communications

The information communicated on the Website constitutes an electronic communication. When you communicate with us through the Website 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 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.

Disclaimer of Warranties With Respect to Use of Website

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SITE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, LEGAL OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SITE OWNER DOES NOT MAKE ANY WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. SITE OWNER MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SITE OWNER OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL SITE OWNER, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MANDATARIES OR OTHER REPRESENTATIVES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF INCOME, SAVING OR PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEBSITES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA (INCLUDING PERSONAL INFORMATION); (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (5) ANY OTHER MATTER RELATING TO THE WEBSITE. THESE LIMITATIONS WILL APPLY

WHETHER OR NOT SITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

Trademark Notices

The trademarks and brand names displayed on this Website are the property of Site Owner, its affiliates or third party owners. You may not use or display any trademarks or service marks owned by Site Owner without our prior written consent. You may not use or display any other trademarks or service marks displayed on this Website without the permission of their owners.

Modification or Suspension of the Website

We will make reasonable efforts to make the Website available but we may from time to time need to interrupt, restrict, modify or discontinue, temporarily or permanently the Website or parts of it without notice. We will not be responsible for any harm or loss you may suffer as a result of such actions.

Termination

We may at any time terminate your use of or access to the Website without prior notice if we have a good reason to do so which includes any breach by you of these Terms of Use. We will not be responsible for any loss or harm you may suffer as a result of termination of your use of the Website in these circumstances. In the event of any termination you must stop using the Website and you agree that the provisions of the Agreement regarding Ownership, Trademark Notices, Indemnification, Disclaimer or Warranties, Limitations of Liability, and Applicable Law shall survive any such termination.

Links to Third Party Sites

This Website may contain links or references to third party websites. These links are provided for your convenience only. No endorsement of any third party products, services or information is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to this Website. Any information, data, opinions, recommendations, products or services provided by such third parties through links to other websites or otherwise made available through their websites are solely those of such third parties and not of Site Owner. Your use of such third party websites is subject to the terms of use and the privacy policies of such websites.

Indemnification

You agree to indemnify and hold harmless Site Owner and its affiliates and their respective directors, officers, employees, agents, or other representatives from and against all claims, liability, damages and expenses, including without limitation all legal fees and costs arising from or relating to (a) your breach of these Terms of Use; (b) your use of this Website including without limitation transmission or placement of information or material by you on this Website; and (c) any claim or allegation that any of your User Content infringes the intellectual property or other proprietary rights, or privacy rights, of any third party.

Modifications to these Terms

We may make changes to the Terms of Use from time to time in our sole discretion, by updating these Terms of Use on this Website, and specifying the effective date of the new version of the Terms of Use. The “Last Modified” date at the top of these Terms of Use will indicate when the latest changes were made. Your continued use of the Website following the posting of a new version of the Terms of Use constitutes your acceptance of any such changes. Accordingly, whenever you visit this Website, you should check to see if a new version of the Agreement has been posted.

Contact Information

If you have any questions or concerns with respect to these Terms of Use or the Website you may contact us as identified in the Privacy Policy or the “Contact Us” section of this Website.

Severability of Agreement

Should any part or provision of these Terms of Use be held unlawful, void, invalid, or unenforceable that portion shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Survival

All Sections shall survive the termination of the right to use the Website.

Applicable Law and Jurisdiction

The information on the Website is intended only for use by residents of the United States of America (U.S.A.). Other countries may have laws, regulatory requirements, or medical practices that differ from those in the U.S.A. The Agreement and the resolution of any dispute related to the Agreement, the Website, or items you purchase through the Website, and any non-contractual obligations arising out of or in connection with these Terms of Use, shall be governed by and construed in accordance with the laws of New Jersey, U.S.A., without giving effect to any principles of conflicts of law. Any legal action or proceeding between Site Owner and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in New Jersey, U.S.A., and you agree to submit to the personal and exclusive jurisdiction of such courts.

Conditions of Use

1. BY ENTERING THIS SITE YOU ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE
2. BY ENTERING THIS SITE YOU ACKNOWLEDGE AND AGREE THAT THIS SITE

IS INTENDED FOR VIEWING WITHIN THE UNITED STATES ONLY AND WILL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. IF YOU USE THIS SITE FROM OTHER LOCATIONS YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LOCAL LAWS. Ethicon MAKES NO REPRESENTATIONS THAT THE MATERIALS CONTAINED WITHIN THIS SITE ARE APPROPRIATE FOR LOCATIONS OUTSIDE THE UNITED STATES.

3. Ethicon is the copyright owner of everything on this site and no portion of this site, including but not limited to the text, images, audio or video, may be used in any manner, or for any purpose, without Ethicon express written permission, except as provided for herein. Without in any way waiving any of the foregoing rights, you may view and print one copy of the material on this site for your local use, provided you do not delete or change any copyright, trademark or other proprietary notices, and provided further that you do not reproduce or duplicate any of the material. Modification or use of the material on this site for any other purpose violates Ethicon legal rights. Except for copies printed for local use, and not for resale, no part of this information may be reproduced, stored in a retrieval system, or transmitted without the prior written permission of Ethicon.
4. By entering this site you acknowledge and agree that your use is at your own risk and that none of the parties involved in creating, producing, or delivering this site is liable for any direct, incidental, consequential, indirect, or punitive damages, or any other losses, costs, or expenses or any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, through the access to, use of, or browsing of this site or through your downloading of any materials, data, text, images, video or audio from this site, including but not limited to anything caused by any viruses, bugs, human action or inaction or any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections.
5. Although the specifications, features, illustrations, products and other information contained in the site are based upon up-to-date information, and while Ethicon makes all reasonable efforts to insure that all material, information and graphics on this site is correct, accuracy cannot be guaranteed and Ethicon makes no warranties or representations as to its accuracy. This site, and all information and materials contained herein, is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT
6. This web site can be accessed through links on world wide web sites. Ethicon does not have responsibility for the content, availability, operation or performance of other web sites, from which this web site may be accessed.

7. Do not post on this site, or transmit to this site, any pornographic, obscene, profane, defamatory, libelous, threatening, unlawful or other material which could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or regulation. Notwithstanding the fact that Ethicon or other parties involved in creating, producing, or delivering this site, may monitor or review transmissions, Ethicon and all parties involved in creating, producing, or delivering this site, assume no responsibility or liability which may arise from the content thereof, including but not limited to claims for defamation, libel, slander, obscenity, pornography, profanity, or misrepresentation.
8. By entering this site you acknowledge and agree that any communication or material you transmit to this site or Ethicon, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that Ethicon may use any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you transmit to Ethicon anywhere, anytime, and for any reason whatsoever
9. By entering this site you acknowledge and agree that any name, logo, trademark, or service mark contained on this Site is owned or licensed by Ethicon and may not be used by you without prior written approval. Ethicon will aggressively enforce its intellectual property rights to the full extent of the law. Sound, graphics, charts, information, or images of places or people are either property of Ethicon or used on this site with permission. Your use of any of these materials is prohibited unless specifically provided for on the site. Any unauthorized use of these materials may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy, and publicity rights
10. Although this site can be accessed from other sites, Ethicon is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. By entering this site you acknowledge and agree that Ethicon has not reviewed all the sites linked to this site and is not responsible for the content of any off-site pages or any other site linked to this site. Your linking to any other off-site pages or other sites is at your own risk.
11. Ethicon reserves the right to revise this Conditions of Use at any time and for any reason and reserves the right to make changes at any time, without notice or obligation, to any of the information contained on this site, including but not limited to materials or other product or service features. By entering this site you acknowledge and agree that you shall be bound by any such revisions. We suggest periodically visiting this page of the site to review these conditions of use.
12. You are responsible for maintaining the confidentiality of the Username and

Password, and you are fully responsible for all activities that occur under your Username or Password.

13. The requesting URLs the machine originating the request and the time of the request are logged for access statistics and security purposes. Use of this web site constitutes consent to such monitoring. This web site may be unavailable from time to time due to mechanical, telecommunication, software, hardware and third party vendor failures. Ethicon cannot predict or control when such downtime may occur and cannot control the duration of such downtime.
14. IN NO EVENT WILL Ethicon BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF Ethicon HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.