

# Terms of Use

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These Terms of Use (“Terms”) apply when you use a website, mobile application, or other online service (collectively, the “Services”) that links or refers to the Terms. These terms are a legal contract between you and Merit Medical Systems, Inc. (“Merit Medical,” “we,” or “us”) so it is important to review them carefully before using the Services. Your use of the Services indicates that you agree to follow and be bound by the Terms. If you do not agree to the Terms, do not access or use the Services.

THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 12), DISCLAIMERS OF LIABILITY (SECTION 13), AS WELL AS INFORMATION ABOUT CERTAIN LIMITATIONS ON YOUR ABILITY TO BRING A CLAIM AGAINST US (SECTION 15).

## 1. General

[www.merit.com](http://www.merit.com) is the official website owned and operated by Merit Medical Systems, Inc. We are not responsible for the content of anyone else’s websites.

We may change the Terms or modify any features of the Services at any time at our sole discretion. The most current version of the Terms can be viewed by clicking on the “Terms of Use” link on the bottom of the Services’ homepage. If you continue to use the Services after changes are posted, you will be deemed to have accepted the changes.

You may be asked to provide certain registration details or other information to access all or portions of the Services. You agree the information you provide is correct, current, and complete. Merit Medical reserves the right to refuse you access to the Services and to suspend or terminate your access at any time, including if Merit believes the registration information you provided is not correct, current, or complete.

Certain portions of the Services may contain information intended for licensed medical professionals. We therefore reserve the right to limit access to certain portions of the Services to those users who meet our criteria for accessing these Services.

## 2. Compliance with Applicable Laws

As a condition of your access to and use of the Services, you agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms and that you will comply with all applicable laws and any conditions or restrictions imposed by these Terms.

### 3. Privacy

By using the Services, you indicate that you understand the information collection, use, disclosure, and retention practices described in the [Privacy Policy](#).

### 4. Medical Information

Nothing on the Services is intended to provide medical advice. The Services may contain general information relating to various medical conditions and their treatment. This information is provided for informational purposes only and is not intended as a substitute for advice provided by a doctor or other qualified healthcare professional. You should not use the information contained on the Services for diagnosing a health or fitness problem or disease. Always consult your physician or another qualified health care professional about any medical condition you may have or any medical treatment you may be considering.

### 5. Ordering Products

If you order any products from Merit Medical through the Services, you represent you are doing so in compliance with all applicable laws, rules, regulations, requirements, and ordinances of all governmental authorities regarding the sale, use, export, and import of medical devices. Your purchase of such products will be subject to Merit Medical's standard terms and conditions of purchases, located [here](#), in the absence of a separate, signed agreement with Merit Medical governing your purchase of products.

### 6. Copyright

The Services (including, but not limited to text, photographs, graphics, video, audio content, and computer code) are protected by copyright law in the United States and other countries. Merit Medical retains all right, title, and interest in and to the Services. Except for content that you have posted on the Services, or unless expressly authorized by Merit Medical in writing, you are prohibited from publishing, reproducing, distributing, entering into a database, displaying, performing, modifying, creating derivative works, transmitting, or in any way exploiting any part of the Services, except that you may print or download portions of the Services for your personal, noncommercial use or for the lawful and appropriate advancement of your business dealings with Merit Medical. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, or other proprietary notice appearing in any of the Services. No right, title, license, or other interest in any of the Services is passed to you by your access to the site, and Merit Medical retains all right, title, and interest in all materials printed or downloaded from the Services. Requests for permission to use content other than as described above should be made to [Legal@merit.com](mailto:Legal@merit.com). Please be advised that Merit Medical enforces its intellectual property rights to the fullest extent of the law.

Just as Merit Medical requires users to respect our copyrights, and those of our affiliates and partners, we respect the copyrights of others. If you believe in good faith that your copyrighted work has been

reproduced on our site without authorization in a way that constitutes copyright infringement, you may notify our designated copyright agent either by mail to Legal Department, 1600 W. Merit Pkwy, South Jordan, UT 84095, USA or to [Legal@merit.com](mailto:Legal@merit.com). Please provide our copyright agent with the following information in writing:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- Identification of the copyrighted work or a representative list of the works claimed to have been infringed;
- Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address, so that we may contact you if necessary;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## 7. Trademarks

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of the Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to Merit Medical, its licensors, or their respective owners, and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any parent or trademark of Merit Medical, its licensees and affiliates, or any third party.

## 8. Prohibited Conduct

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

- Make use of the Services in any manner that constitutes an infringement of our rights or the rights of other users or third parties, including intellectual property rights.
- Access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use of or access to the Services.
- Take any action that violates or threatens to violate our system or network security, including any action that imposes an unreasonable or disproportionate large load on our network or infrastructure
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;

- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service;
- Engage in unauthorized “scraping” or spidering, or harvesting of personal information, or use any unauthorized automated means to compile information.
- Interfere with any other users’ rights to privacy and publicity, including by
- harvesting or collecting information from or about users;
- Submit content that is prohibited by or otherwise not in compliance with these Terms, or that you do not have the right to post
- Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Service.

Violations of these Terms may result in civil or criminal liability.

Merit Medical reserves the right to monitor your use of the Services to determine compliance with these Terms. We may investigate violations of the Terms and may work with law enforcement to prosecute users or others who violate these Terms. We may also share information with system administrators at other systems in order to assist them in resolving or preventing potentially related security incidents. We reserve the right to terminate your access to the Services if you are suspected of violating the Terms.

## 9. Security

Any passwords for the Services are for individual use only. You are responsible for the security of your password(s), if any. Merit Medical is entitled to monitor your password and to require you to change it, including if Merit Medical considers the password insecure.

## 10. Links to Third-Party Websites

The Services may link to other websites controlled by third parties (“Linked Sites”). These Terms do not apply to the Linked Sites. Merit Medical provides such links only as a convenience to users. Merit Medical does not accept responsibility for any Linked Sites, nor does it make any recommendations about the content, completeness, safety or accuracy of any Linked Sites. All users access Linked Sites at their own risk.

## 11. Submissions

Merit Medical welcomes your comments and suggestions. All submissions provided to Merit Medical—including any comments, suggestions, ideas, materials, information or other content that you submit through the Services—become the property of Merit Medical. By making a Submission, you agree to assign to Merit Medical all worldwide right, title, and interest (including all copyrights and other intellectual property rights in any and all forms, media, and technologies now known or hereafter developed) in all materials, ideas, information and other content contained in your Submission. Merit Medical may use, reproduce, modify, adapt, publish, translate, distribute, perform and display any and

all content thereof in its business (including its advertising) and in other endeavors, without any liability to you.

Merit Medical forbids certain submissions, including but not limited to Submissions that contain material that:

- You do not have the right to post
- Promotes unlawful activity
- Is vulgar, obscene, pornographic, or indecent
- Does not pertain directly to the Services
- Is offensive, racist, or threatening to others
- Advertises any commercial endeavor or otherwise engages in commercial activity, except as specifically authorized on the Services
- Solicits funds, advertisers, or sponsors
- Is false, deceptive, or misleading
- Contains viruses, worms, Trojan Horses, or other computer code files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications.
- Links to sites that contain prohibited content, or
- Otherwise violates the Terms

We reserve the right to remove or refuse any Submissions. You remain solely liable for your Submissions, and acknowledge and agree that neither Merit Medical nor any third party that provides any of the Services to Merit Medical will assume or have any liability for any Submission.

## 12. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS." WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE INFORMATION OR MATERIALS AVAILABLE THROUGH THE SERVICES. MERIT MEDICAL DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. IF YOU RELY ON THE SERVICES AND ANY MATERIALS MADE AVAILABLE THROUGH THE SERVICES, YOU DO SO SOLELY AT YOUR OWN RISK WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, merit medical DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (D) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, TIMELINESS OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY MERIT MEDICAL, INCLUDING ANY ADVICE, OPINION, STATEMENT, OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED IN THE SERVICES OR AVAILABLE THROUGH THE SERVICES, AND WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY merit medical OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

MERIT MEDICAL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED (A) THAT THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, (B) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION (C) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED, OR (D) THAT THE CONTENT ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND MERIT MEDICAL DISCLAIMS ALL RESPONSIBILITY FOR THE SERVICES. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES.

### **13. Limitation of Liability**

IN NO EVENT WILL merit medical OR ITS AFFILIATES OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES OR ANY LINKED SITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MERIT MEDICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, MERIT MEDICAL'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **14. Indemnification**

You agree to indemnify and hold harmless Merit Medical and its parent, subsidiaries, and affiliates, and their owners, directors, officers, managers, employees, shareholders, agents, and licensors ("Indemnified Parties"), from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of the Terms, or the failure to fulfill any obligations relating to your use of the Services. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify the Indemnified Parties from and against any and all claims, actions, causes of action (regardless of the form), losses, damages, awards, judgments, fines, costs, expenses, and attorneys' fees (the "Claims"). You also agree to indemnify the Indemnified Parties and hold them harmless from and against any and all Claims arising out of your use of any information or other contents accessed from the Services or any Submission that you make or cause to be made, to the Services.

We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## 15. Arbitration of Claims

With respect to any and all disputes arising out of or in connection with the Services or these Terms (including without limitation the Privacy Policy), Merit Medical and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and Merit Medical do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Merit Medical will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

Any arbitration necessary under this section will be held through confidential binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association in the State of Utah. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that Merit Medical may seek any interim or preliminary relief from a court of competent jurisdiction in the state of Utah necessary to protect its rights or property pending the completion of arbitration.

To the extent permitted by law, any claim or dispute under these Terms must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed.

## 16. Governing Law

This Agreement shall be governed by the laws of the United States and the State of Utah. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions. The parties to these Terms agree that the exclusive venue for any dispute between the parties relating to the Services will be in the state and federal courts in Salt Lake City, Utah, and you specifically consent to personal jurisdiction in the State of Utah.

## 17. Other Jurisdictions

The Services are intended to comply with applicable laws and regulations in the United States, and those portions of the Services pertaining to Merit Medical products is intended only for use by United States residents. Other countries may have laws, regulatory requirements, and medical practices that differ from those in the United States. Some or all of Merit Medical's products and services may not be available in certain countries, because of differences in applicable laws and regulations. The Services may

also link to other sites produced by Merit Medical operating divisions and subsidiaries, some of which are outside the United States and may have information appropriate to other countries.

Merit Medical reserves the right to limit provision of our products or services to any person, geographic region or jurisdiction and/or to limit the quantities of any products or services we provide. The Services may contain references to Merit Medical products or services that are not available in your country. Merit Medical makes no representation, express or implied, that any such products or services will hereafter be made available in your country. You may direct inquiries regarding the availability of products in your country [here](#). Any offer for any product or service made on this site is void where prohibited.

## 18. Termination

Merit Medical may terminate these Terms for any reason at any time. Merit Medical reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Services, with or without prior notice. Otherwise applicable sections of the Terms shall survive termination. In addition to any termination rights, we reserve the right to enforce and prosecute any violations of these Terms.

## 19. Miscellaneous

**Supplemental Terms.** In connection with your use of the Services, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these supplemental policies and terms carefully before making any use of such portions of the Services. Any supplemental terms will not vary or replace these Terms regarding any use of the Services, unless otherwise expressly stated.

**No Waiver.** The failure of Merit Medical to enforce any provisions of the Terms or to respond to a breach by you or other parties shall not in any way waive its rights to enforce subsequently any terms or conditions of the Terms or to act with respect with similar breaches.

**No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Merit Medical as a result of these Terms or your access to and use of the Services.

**Entire Agreement.** Unless otherwise specified herein, the Terms constitute the entire agreement between you and Merit Medical and govern your use of the Services. If any portion of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.