### **TERMS OF USE**

Welcome to the AJB, LLC website. AJB, LLC created and maintains this website to provide information to and communicate better with consumers and medical professionals who may be interested in learning more about our products and services. You may use this website, provided you comply with these terms and conditions.

#### YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS

Please take a few minutes to carefully review these terms and conditions. By accessing and using this website you agree to follow and be bound by these terms and conditions. If you do not agree to follow and be bound by these terms and conditions, you may not access, use or download materials from this website.

### THESE TERMS AND CONDITIONS MAY CHANGE

AJB, LLC reserves the right to update or modify these terms and conditions at any time without prior notice. Your use of this website following any such change constitutes your agreement to follow and be bound by the terms and conditions as changed. For this reason, we encourage you to review these terms and conditions every time you use this website. These terms and conditions were last revised on February 10, 2017.

### **COPYRIGHT NOTICE AND LIMITED LICENSE**

Everything you see and hear on this site (the "Content"), including, for example, all of the text, directories, photographs, illustrations, graphics, audio clips, video clips, and audio-video clips, is copyrighted under United States law and applicable international copyright laws and treaty provisions. The copyrights in the Content are owned by AJB, LLC or by third parties who have licensed their materials to AJB, LLC. The entire Content of this site is copyrighted as a collective work under United States law and applicable international copyright laws and treaties. AJB, LLC owns the copyright in the selection, coordination, arrangement, and enhancement of the Content.

You may download, store, print, and copy selected portions of the Content of this site, provided you:

- Only use the Content you download for your personal, noncommercial use or to further your business dealings with AJB, LLC;
- 2. Do not publish or post any part of the Content on any other Internet site without the prior written consent of AJB, LLC;
- 3. Do not publish or broadcast any part of the Content in or on any other media without the prior written consent of AJB, LLC;
- 4. Do not modify or alter the Content in any way or delete or modify any copyright or trademark notices or notices of confidentiality.

Except as expressly stated above, you may not copy, download, print, publish, display, perform, distribute, transmit, transfer, translate, modify, add to, update, compile, abridge or in any other way transform or adapt all or any part of the Content of this site without first obtaining written permission from AJB, LLC.

Except for the limited, non-exclusive license expressly granted above, no right, title or interest in the downloaded Content is transferred to you when you download Content from this site. AJB, LLC reserves all intellectual property rights in any Content you download from this site.

### TRADEMARK NOTICE

All of the trademarks, service marks and logos displayed on this website (the "Trademark(s)") are registered and unregistered trademarks of AJB, LLC, or third parties who have licensed their Trademarks to AJB, LLC. Except as expressly stated in these terms and conditions, you may not reproduce, display or otherwise use any Trademark without first obtaining AJB, LLC's written permission.

#### **UNSOLICITED IDEAS**

AJB, LLC welcomes your comments and feedback regarding this website. All information and materials, including comments, ideas, questions, designs, and the like, submitted to AJB, LLC through this website will be considered NON-CONFIDENTIAL and NON-PROPRIETARY. For this reason, we ask that you not send us any information or materials that you do not wish to assign to us, including any confidential information or any original creative materials such as product ideas, computer code, or original artwork.

By submitting information or materials to AJB, LLC through this website, you assign to AJB, LLC, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in the information or materials you submit. AJB, LLC will be entitled to use any information or materials you submit through this website for any purpose whatsoever without restriction and without compensating you in any way.

#### LINKS TO OTHER WEBSITES

This site may contain hyperlinks to websites that are not operated by AJB, LLC. These hyperlinks are provided for your reference and convenience only, and do not imply any endorsement of the material on these third-party websites or any association with their operators. AJB, LLC does not control these websites and is not responsible for their contents.

# **GLOBAL AVAILABILITY**

Because different countries around the world have different laws and regulatory requirements, some of our products are available in some countries and not in others.

#### **DISCLAIMER OF WARRANTIES**

THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, AJB, LLC DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AJB, LLC DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. AJB, LLC DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OF THIS SITE IS FREE OF VIRUSES. WORMS OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. USERS ARE RESPONSIBLE FOR PROTECTING THEMSELVES BY INSTALLING, UPDATING AND RUNNING ANTI-VIRUS PROGRAMS. INFORMATION PUBLISHED ON THIS WEBSITE MAY BE INCOMPLETE OR OUTDATED AND MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. AJB, LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, CURRENCY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING THIS WEBSITE OR ANY INFORMATION PUBLISHED ON THIS WEBSITE.

BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

## LIMITATION OF LIABILITY

YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES SHALL AJB, LLC, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THIS WEBSITE OR YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THIS WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS AND EVEN IF AN AUTHORIZED REPRESENTATIVE OF AJB, LLC OR ITS AFFILIATES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF AJB, LLC UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED (\$100.00 USD) DOLLARS.

#### **GOVERNING LAW AND JURISDICTION**

This website is controlled and operated by AJB, LLC from its offices within the United States. Any claim relating to, and the use of, this website are governed by the laws of the State of Minnesota, United States of America. By using this website, you consent to personal jurisdiction in the federal and state courts of Hennepin County, Minnesota, for any action arising out of or relating to this website or your use of this website. The federal and state courts of Minnesota shall have exclusive jurisdiction over all such actions.

# **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and AJB, LLC with respect to your access to and/or use of this website.