

ARIZANT INC TERMS OF USE

1. TERMS OF WEBSITE USE

- 1.1 This website is offered to you, the customer, subject to your acceptance, without modification, of the terms and conditions contained herein (the “Terms of Use”). By using our site, you indicate that you accept these Terms of Use and that you agree to be bound by them. If these Terms of Use are not accepted in full, you do not have permission to access the contents of this website and therefore should cease using this website immediately.
- 1.2 We reserve the right to change these terms and conditions at any time by posting changes online. Your continued use of the site implies agreement with any such revisions and you should therefore periodically visit this page to determine the current Terms of Use to which you are bound.

2. INFORMATION ABOUT US

- 2.1 This website is operated by Arizant Inc. and Arizant UK Limited (“We”). Arizant Inc. is registered under the laws of the State of Minnesota and its offices are located at 10393 W. 70th Street, Eden Prairie, MN. Arizant UK Limited is organized under the laws of England and Wales under company number 02486838 and has its registered office and main trading address at Calder Island Way, Wakefield WF2 7AW, United Kingdom. Its VAT number is 847 9371 77.

3. AVAILABILITY OF WEBSITE

- 3.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice.
- 3.2 We cannot guarantee the availability of the website and will not be liable if for any reason our site is unavailable at any time or for any period.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All content of our website, including but not limited to text, photographs, video, graphics, or other material contained or presented therein (“**Material**”) is the property of or licensed to us and is protected by U.S. and foreign copyright laws and treaties around the world. Title to the Material remains with us or our licensors (as appropriate) and any and all rights not expressly granted herein are reserved.
- 4.2 You may download or print copies of the Material subject to the following important rules:
 - 4.2.1 Material may only be used for informational, educational or internal noncommercial use;

- 4.2.2 All downloaded or printed copies of Material must display all copyright and other proprietary notices that appear in the Material.
- 4.2.3 Unless we give you express permission in writing, you may not make any part of this site available as part of another website whether by hyperlink framing on the Internet or otherwise. This site and its content may not be used to construct a database of any kind nor may the same be stored (in whole or part) in databases for access by you or any third party or to distribute any database containing all or part of the site or its content.
- 4.2.4 You acknowledge that the Material may be revised and updated from time to time by us and agree to regularly check our product websites (www.bairhugger.com; www.bairpaws.com; www.rangerfluidwarming.com; www.solorvest.com) to ensure you have the most recent version of the Material.
- 4.3 You are only permitted to use the Material as expressly authorized by us. Material may not be modified, altered or further reproduced in any way. If you use the Material in a manner that is not expressly allowed by these Terms of Use, you are breaching your agreement with us and may be violating copyright and other laws. In this event, we retain the right to automatically revoke your permission to access the website and use the Material contained herein.
- 4.4 If you wish to use the Material in a manner that is not consistent with the permissions provided herein, requests for further permissions should be made to our legal department by contacting +1 (952) 947-1200.
- 4.5 Title to the Material remains with us or our licensors and any rights not expressly granted herein are reserved.

5. INFORMATION ON THE WEBSITE

- 5.1 The information on this website is for general information only and is not intended to amount to advice on which reliance should be placed.
- 5.2 We do not practice medicine, nor provide medical services or advice, and the information on this site should not be considered medical advice. You should always contact your healthcare professional for diagnosis and treatment.
- 5.3 This website contains information about products and therapies only available in certain countries. If you live outside those countries, you may see information on this website about products or therapies that are not available in your country.
- 5.4 We accept no liability for any loss suffered as a result of reliance on the information contained on this website. We shall not be responsible for any errors or omissions contained on this website and reserve the right to make changes to the website without notice.

6. CONTENT AND LIABILITY DISCLAIMER

- 6.1 TO THE FULLEST EXTENT PERMITTED BY LAW WE ARE PROVIDING THIS WEBSITE ON AN “AS IS” BASIS AND MAKE NO (AND EXPRESSLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND EXPRESS OR IMPLIED WITH RESPECT TO THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED IN THIS SITE INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEBSITE IS ACCURATE, SUITABLE OR COMPLETE AND THE AVAILABILITY OF INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. FURTHERMORE, WE DO NOT WARRANT THAT ACCESS TO THIS SITE WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR THAT THIS SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OR EXPERIENCE OF THIS SITE.
- 6.2 Except as specifically stated on this website, to the fullest extent permitted at law, neither we nor any of our subsidiaries, affiliates or related companies or their officers, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of or reliance on this website or the information, content, materials or products included on this site. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. As an exception to this, we do not limit our liability for death or personal injury arising from our own negligence, nor our liability for fraudulent misrepresentation as to a fundamental matter.
- 6.3 YOU AGREE THAT OUR TOTAL LIABILITY FROM OR RELATED TO YOUR USE OF AND ACCESS TO THIS SITE, WHETHER THE FORM OF ACTION OR CLAIM IS IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE IS LIMITED TO THE PURCHASE PRICE OF ANY PRODUCTS AND SERVICES YOU PURCHASED FROM US IN THE APPLICABLE TRANSACTION. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE WEBSITE OR MATERIALS ARE EXCLUDED EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 6.4 Because some jurisdictions do not allow the exclusion of certain warranties or exclusions or limitations of liability for consequential or incidental damages, some of the above exclusions or limitations may not apply to you.

7. VIRUSES, HACKING AND OTHER OFFENSES

- 7.1 You must not misuse our site by knowingly introducing malicious programs (e.g. viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful). You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack or sabotage our site by attempting to interfere with or denying service to any user or host (e.g. denial-of-service attack, distributed denial-of-service attack, DNS spoofing, etc.). You must not scan the website or the host servers for vulnerabilities or circumvent any security measures or authentication systems put in place on the website or host servers without authorization.

8. LINKS

- 8.1 We expressly prohibit the linking by other sites to any part of our website other than the home page (so-called “deep-linking”) unless we have given our prior written consent.
- 8.2 Any links to our home page must be done in a way that is fair and legal and does not damage our reputation or take advantage of it. You may not establish a link that suggests any form of association, approval or endorsement on our part where none exists.
- 8.3 This website may contain links to other websites. If you chose to use such a link then you will leave our website. Once you leave our website, whether or not you realize you are leaving, we are no longer in any way responsible for the material on the other website that you enter. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of such external website material causing any damage, costs, injury or financial loss of any kind.

9. PRIVACY

- 9.1 We process information about you in accordance with our [Privacy Policy](#). By using our site you consent to such processing and you warrant that all data provided by you is accurate.

10. SUBMISSIONS

- 10.1 Arizant does not want to receive confidential or proprietary information from you through this site. If you send us anything unsolicited, in the form of comments, suggestions, ideas, materials, concepts, questions or other information, these submissions and all the intellectual property rights contained therein shall be deemed and remain our exclusive property without any obligation to compensate you. You agree that we shall not be under any obligation whatsoever to return any unsolicited submissions from

you. You hereby assign to us all of your rights and title (including intellectual property rights) in such unsolicited submissions. You agree that we shall be entitled to the unrestricted use of the unsolicited submissions for any purpose whatsoever, commercial or otherwise, without compensation to you or any other provider of the unsolicited submissions. You agree that we shall not be required to treat unsolicited submissions, other than personal information covered by our Privacy Policy, as confidential.

11. LAW AND JURISDICTION

- 11.1 Any dispute arising out of the use or publication of the website is subject to the exclusive jurisdiction of the courts of Minnesota.
- 11.2 If any of the terms and conditions should be determined to be illegal, invalid, or otherwise unenforceable by reason of the law, then to the extent which that term and condition is illegal, invalid, or unenforceable, then it shall be severed and deleted and the remaining terms and conditions shall survive and remain in full force.
- 11.3 Our failure to exercise or enforce any right or provisions of these terms and conditions shall not constitute a waiver of such right or provisions.
- 11.4 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this site, the site content, or the terms and conditions must be filed within one year after such claim or cause of action arose or be forever barred.
- 11.5 The section titles in these terms and conditions of use are for convenience only and have no legal or contractual effect.
- 11.6 The provisions of the terms and conditions of use shall be binding on and inure to the benefit of both your successors and assignees and our successors and assignees

Last Updated: December 20, 2007

602446A 12/07