

# **TERMS OF USE**

## 1. Right of use

- a) The provided services ("Website", and among others "Erbe Connect") are a non-binding offer of Erbe Elektromedizin GmbH ("Erbe"). The company retains the right to discontinue the operation of these services, completely or in part, temporarily or permanently, at any time without giving a reason.
- b) Commercial utilization of the data provided by the services is only permitted after express permission by Erbe. To do this, please contact marketing@erbe-med.com.

### 2. Registration process

- a) In as far as you register for the login area or Erbefacts via the Erbe website, your data will be checked by Erbe after entry into the corresponding registration form. After the check, you will receive an e-mail with information about the status of your registration to your specified email address. After the check has been completed successfully, you can log on for the selected service with your user name and password. Erbe reserves the right to reject registrations.
- b) In as far as you register for Erbe Connect, you will create an account for our online services. By using Erbe Connect, you will have or you can request access to various Erbe applications. In case the access to an application requires an approval, you will be informed about the status of the approval via e-mail. After the check has been completed successfully, you can log on for the selected service with your e-mail address and password. Erbe reserves the right to reject registrations. Erbe Connect will subsequently replace the registration on the Website and on Erbefacts in the future.
- c) You can change your password at any time. Erbe recommends making use of this option at regular intervals (at least every 3 months).
- d) You are obliged to store your user name (if you register through the website), or your e-mail address (if you register through Erbe Connect) and the password in such a way that they are protected from access by unauthorized third parties. In particular, you have to inform Erbe without delay if you suspect that your password has come to the knowledge of unauthorized third parties.

## 3. Use of applications connected to Erbe Connect

If you use applications that are based upon your Erbe Connect account, these Terms of Use will also apply to those applications.

However, additional or different Terms of Use may apply to specific applications. In this case these additional or different Terms of Use are distributed by the application or by the following links. Please read the specific terms of use according to your usage.



• Erbe CARE: <u>Terms\_of\_use\_EN\_ErbeCARE</u>

#### 4. Disclaimer

The information, recommendations and other details contained in this medium ("information") reflect our state of knowledge and the state of the art in science and technology at the time the medium was created. The information is of a general nature, non-binding and intended solely for general information purposes; it does not constitute instructions for use.

The information and recommendations contained in this medium do not create any legal obligations on the part of Erbe Elektromedizin GmbH and its affiliated companies ("Erbe") or any other claims against Erbe. The information does not constitute any guarantees or other information on the nature of the product; such information requires an express contractual agreement with Erbe in each individual case.

Erbe is not liable for any kind of damage resulting from following the information on this medium, regardless of any legal grounds for liability.

Every user of an Erbe product is responsible for testing the respective Erbe product in advance with regard to its properties and its suitability for the intended type of use or purpose. Suitable type of use of the respective Erbe product can be found in the instructions for use for the respective Erbe product. The user is obliged to ascertain whether the instructions for use available to him/her correspond to the current status of the specific Erbe product. Devices may only be used in accordance with the instructions for use.

Information on settings, application sites, application duration and use of the respective Erbe product is based on the clinical experience of individual centers, physicians and clinical literature independent of Erbe as well as post market surveillance and empirical evidence. They constitute reference values, or Experienced Starting Settings, which must be checked by the user to ensure that they are suitable for the specifically planned application. Depending on the circumstances of a specific application, it may be necessary to deviate from the information provided. The user is responsible for checking this when using Erbe products. We wish to note that science and technology are subject to constant development as a result of research and clinical experience. Similarly, medicine and clinical application are constantly evolving as a result of research and technological development. This may also make it necessary for the user to deviate from the information provided on this medium.

This medium contains information about Erbe products that may not be approved/cleared in certain countries. The user of the respective Erbe product is obliged to inform himself/herself as to whether the Erbe product he/she is using is legally approved/cleared in his/her country and/or to what extent, if any, there are legal requirements for or restrictions on its use. This medium is not intended for use in the USA.

Terms of use