



Terms of Use

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You acknowledge and agree that by accessing or using any part of the Site or otherwise accepting these Terms, you are entering into a binding agreement with EBI. If you do not agree to these Terms, you are not permitted to use this Site.

NOTICE OF BINDING ARBITRATION AND WAIVER OF CLASS ACTION: THESE TERMS INCLUDE A MANDATORY BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER, WHICH LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE RELATED TO THIS SITE. PLEASE REFER TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION BELOW FOR MORE INFORMATION.

1. Modifications to Terms. EBI reserves the right to modify these Terms at any time. Updated versions of the Terms will appear on this Site and are effective immediately. You are responsible for regularly reviewing the Terms. You understand and agree that your continued use of the Site after such modifications are posted constitutes your acceptance of the modified Terms.

2. Minimum Age. You represent that you are at least 18 years of age. This Site is not intended for, and you may not use this Site if you are under 18 years of age.

3. Additional Terms and Conditions. Please note that certain products, services, programs and transactions offered on or through this Site may be governed by additional or separate terms and conditions made available to you by EBI, from time to time, including but not limited to: the EBI Terms of Sale at Terms & Conditions | EBI (collectively, “Additional Terms”). It is your responsibility to comply with those terms and conditions, as well as all laws and regulations that apply to your use of any EBI product or service. In the event of any conflict between these Terms and any other terms and conditions made available by EBI, such other terms and conditions will govern solely with respect to those products, services, programs, and transactions, as may be further explained in such terms and conditions.

4. Privacy. Your use of the Site is subject to EBI’s Privacy Notice.

5. Site License. We grant you a nonexclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Site in accordance with and for the purposes expressly set forth in these Terms. EBI may terminate this license at any time for any reason, with or without notice to you.

6. Limitations on Use. The Site is for personal use only and not for commercial exploitation, provided that you may use this Site for your organization’s internal use in accordance with these Terms. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Content. You may not use any network monitoring or

discovery software to determine the Site architecture, or extract information about usage or users. You may not use any robot, spider, or other automatic or manual device or process to monitor or copy the Site or the Content without EBI's prior written permission. You may not print, download, copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes any portion of the Site, except to the extent permitted in these Terms or with EBI's prior written permission. You may not access data not intended for you or log onto a server or an account that you are not authorized to use. You may not circumvent or modify, attempt to or assist another in circumventing or modifying any security technology or software that is part of the Site. You may not interfere with service to any other user, or the software, networks or systems that we use to bring the Site to you, such as by submitting a virus or overloading, "flooding," "spamming," "mailbombing" or "crashing" the Site. You may not transmit or disseminate any kind of material that contains malware, viruses, bots, worms or any other computer code, files or programs that interrupt, destroy or limit the functionality or operation of the Site. You may not use this Site for any unlawful purpose or activity. Any unauthorized use of the Site or the Content is prohibited and can result in enforcement actions and other legal consequences against you.

7. Not Professional Advice. The Site, including its content, does not constitute medical, legal, or any other type of professional advice. Please consult with your physician or other healthcare professional for medical advice. The accuracy, completeness, adequacy or currency of the Site or the Content is not warranted or guaranteed. Your use of the Content, the Site, or materials linked from the Site is at your own risk.

8. Site Users. Certain areas of this Site contain information intended only for physicians and other healthcare professionals. If you are not a resident from your selected jurisdiction and not a physician or other healthcare professional, you should not access the "Medical Professionals" content of the Site as it contains marketing and product materials to which your access may be restricted under the advertising laws or regulations of your country.

9. Intellectual Property Rights. All content on the Site, including but not limited to text, graphics, images, software, features, tools, code, information and other content (collectively, the "**Content**"), is the property of EBI, its licensors and other third parties and is protected by law including, but not limited to, United States copyright, trade secret, trademark and other intellectual property laws, as well as other state, national, and international laws and regulations. Other than as expressly granted in these Terms, all use of the Site and its Content are reserved by EBI and its licensors.

10. Trademarks. All names, logos and other marks displayed on the Site ("Marks") are trademarks and service marks of EBI, its affiliates, licensors or other third parties. Any use of Marks owned by EBI or its Affiliates, except as expressly provided in these Terms, is prohibited. Any Marks that are not owned by EBI are the property of their respective owners. You may not use any such third party Marks without the permission of their respective owners.

11. User Submissions. If you submit any feedback, suggestions, reviews or any other information in connection with the Site or any products or services available on the Site, you automatically grant EBI a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adopt, publish, edit (for length or clarity), translate, create derivative works from, distribute, redistribute, transmit, perform and display such Submission (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or

later developed for the full term of any rights that may exist in such content. You agree this license is effective automatically without further action by you when you submit the Submission.

12. Registration. Certain sections of the Site require you to register in order to receive information about products, services, systems, programs, and other information relating to EBI. If registration is requested, you agree to supply EBI with accurate and complete registration information. You are responsible for maintaining the confidentiality of your account login credentials and/or password, as well as all uses of your account, whether or not actually or expressly authorized by you. EBI reserves the right to refuse and terminate registrations or subscriptions for any reason at any time.

13. Errors and Corrections. EBI takes reasonable measures to monitor and update the content on the Site, but does not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. EBI does not warrant or represent that the Content and any information available on or through the Site will at all times be correct, accurate, timely, or otherwise reliable. EBI may make changes to the Content or any part of the Site at any time.

14. Availability of Products and Services. The Site contains information about products that may or may not be available in any particular country or region of the world, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries. Visitors are advised that alternative products and services may be available from other manufacturers and service providers.

15. Health Care Information. Every effort has been made to present health care information on our Site in a clear and objective manner. Information related to various health, medical, and fitness conditions and their treatment is not meant to be a substitute for the advice provided by a physician or other medical professional. You should not use the information contained herein for diagnosing a health or fitness problem or disease. Rather, please consult your healthcare professional for information on the courses of treatment, if any, which may be appropriate for you.

16. Third Party Content. Third party content may appear on, or be accessible from, the Site. Additionally, this Site may provide links or references to other websites not affiliated with EBI. EBI is not responsible for such third party content or other sites and shall not be liable for any damages or injury arising from or in connection with your access to or use of such third party content or sites. Links to third party sites are provided only as a convenience to users of our Site. If you decide to visit any third party site linked to this Site, you do so at your own risk.

17. Mobile Application. If you are using EBI's mobile application (the "**App**"), you agree to use the App in accordance with these Terms and any applicable third party terms, rules or agreements, such as those published by your third-party mobile phone or tablet operating system, wireless data service provider, or the third party from whom you are downloading the App using iTunes or Google Play, as applicable. You are responsible for reviewing the applicable iTunes or Google Play terms and conditions and complying with such terms and conditions while using the App. Without limitation of the foregoing, if you are downloading the App through iTunes for use on an Apple-branded product, the following terms apply:

1. **Acknowledgment of Parties.** These Terms are made between you and EBI, and that EBI, not Apple Inc. (“**Apple**”), is responsible for the App and the content thereof.
2. **Scope of the License.** The license you have been granted in these Terms is limited to a non-transferable license to use the App on any Apple-branded product that you own or control and as permitted by the Usage Rules set forth in Apple’s App Store Terms of Service, except that the App may be accessed and used by other accounts associated with your iTunes account via Family Sharing or volume purchasing.
3. **Maintenance and Support.** Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App.
4. **Warranty.** In the event of any failure of the App to conform to any applicable warranty, you may notify Apple and, if applicable, Apple will refund the purchase price of the App to you. To the maximum extent permitted by applicable law, you agree that your recourse for warranty failure in connection with the App pursuant to these Terms shall be through EBI, and Apple will have no other warranty obligation whatsoever with respect to the App, nor be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
5. **Product Claims.** You agree that your recourse for product claims arising from the App shall be through EBI, and that Apple is not responsible for addressing any claims from you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. **Intellectual Property Rights.** In the event of any third party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, you agree that your recourse under these Terms will be through EBI and that Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
7. **Third Party Beneficiary.** Apple and Apple’s subsidiaries are third party beneficiaries of these Terms and, upon your acceptance of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof; notwithstanding the foregoing, our right to enter into, rescind or terminate any variation, waiver or settlement under these Terms is not subject to the consent of any third party.

18. WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE ADDITIONAL TERMS, THE SITE AND ITS CONTENT ARE PROVIDED ON AN “AS-IS” BASIS. EBI EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

19. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EBI SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, AND

CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR LOSS OF GOODWILL, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS SITE WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EBI'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED: (i) THE AMOUNT SET FORTH IN THE TERMS OF SALE, IF APPLICABLE; OR (ii) ONE HUNDRED US DOLLARS (\$100 USD).

THE LAWS OF CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSIONS AND LIMITATIONS OF DAMAGES IN THIS SECTION, IN WHICH CASE EBI'S LIABILITY FOR DAMAGES IN CONNECTION WITH THESE TERMS IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTION.

20. Indemnification. By using the Site, you agree to defend, indemnify and hold harmless EBI, its affiliates and their respective officers, directors, employees, contractors and agents, from and against any and all losses, actions, claims, damages, fines, costs and expenses (including reasonable legal and accounting fees) arising from or related to your use of the Site, including its Content, or your breach of these Terms. EBI reserves the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim.

21. Stock Price Disclaimer. The stock price performance shown on stock quotes available on or through this Site are not necessarily indicative of future price performance. All Content is for informational purposes only and no Content (including, without limitation, stock quotes or company information) is intended to be relied on for trading or investment purposes.

22. Termination by EBI. EBI reserves the right, in its sole discretion, to limit, terminate or suspend your access to or use of the Site, in whole or in part, for any reason and at any time, with or without notice. Termination of such access or use will not waive or affect any other right or relief to which EBI may be entitled under these Terms, at law or in equity.

23. Survival. The following Sections will survive any termination or expiration of these Terms: Sections: 3, 4, 7, 9, 10, 11, 13, 15 and 16 through 28.

24. Remedies for Violations. EBI reserves the right to seek all remedies available at law and in equity for violations of these Terms, including but not limited to the right to block access to the Site from a particular Internet address. EBI reserves the right to investigate complaints or reported violations of these Terms and to take any action we deem appropriate.

25. Governing Law and Jurisdiction. These Terms will be governed and construed in accordance with the US Federal Arbitration Act and the laws of the State of Indiana, without regard to its conflicts of law principles.

26. Arbitration Agreement and Class Action Waiver.

A. Mandatory Arbitration. YOU AND EBI AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE (each, a "**Dispute**") to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement ("**Arbitration Agreement**"). You and EBI waive the right to a trial by jury and any right to have a Dispute heard in court.

In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("AAA") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at <http://www.adr.org>. You and EBI agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Arbitration Agreement.

The arbitrator will decide all issues relating to the enforceability, interpretation, scope, and application of this Arbitration Agreement (including "gateway" issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms, except that a court will resolve any question regarding the validity or enforceability of the class action waiver set forth in Section B of this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

B. Arbitration Class Action Waiver. You and EBI agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated, or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovery by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section B invalid or unenforceable, then Sections A and C of this Arbitration Agreement will be null and void.

C. Fees and Costs in Arbitration. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are a consumer, EBI will reimburse you for those fees up to \$7,500, unless the arbitrator determines the claims are frivolous. Likewise, EBI will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

D. Non-Arbitration Class Action and Jury Waiver. You and EBI agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and EBI waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor EBI may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

E. NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS, OR (2) THE DATE YOU FIRST AGREED OR ASSENTED TO AN AGREEMENT WITH EBI THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be emailed no later than the applicable deadline and delivered to: opt-out@ebibonestimulator.com. The opt-out notice must

state that you do not agree to this Arbitration Agreement and must include your name, address, phone number and email address. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.

27. Export Control. You agree to comply with all US or other export and re-export control laws and restrictions applicable to you in the jurisdiction in which you are accessing the Site. You represent and warrant that you are not the subject of any government embargo or sanction of the U.S. or similar restriction imposed by the jurisdiction in which you reside.

28. General. These terms constitute the entire agreement between you and EBI with respect to access to, and use of, the Site. If any provision of these Terms is unlawful, void or unenforceable, or conflicts with any other provision of the Terms then the unlawful, void, unenforceable or conflicting provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability. You may not assign these Terms, or any of your rights or obligations hereunder, without the prior written consent of EBI.

29. Contact Information. You may contact us with any questions, comments, or concerns about this Site via the contact information available through [Customer Service](#).