

Impact

Outcomes-Based Learning

Terms Of Use

Medtronic

Terms Of Use for the Medtronic impact platform

Please read these terms of use carefully.

Medtronic (hereinafter referred to as “we”) provides training, education and event management services to healthcare professionals, delivered through various learning modalities, focusing on the safe and effective use of Medtronic products and services or specific to a disease or protocol (hereinafter referred to as “Services”). Medtronic has implemented an online Learning Management System and a Global Event Management Program to deliver the Services (hereinafter referred to as “Platform”) to healthcare professionals (hereinafter referred to as “you”).

These Terms of Use describe rules for users of this Platform. This Platform may be operated by Medtronic using its own systems or by utilizing the systems provided by third parties, including but not limited to Cornerstone On Demand, Adobe Connect, Cvent, Adobe Experience Manager, Salesforce.com.

Medtronic is the name we use to refer to our whole business, including Medtronic plc and any of the companies that it controls, including subsidiaries and affiliates, such as Covidien. When we use the words we or our, we mean Medtronic. Medtronic also operates other platforms. These Terms of Use do not apply to our other platforms. You should review the terms of use posted on these Medtronic platforms when you visit them. By “you” we refer to the registered user of this Platform.

These Terms of Use were last updated on November 20, 2017. We may change these Terms of Use at any time. Please review the Terms of Use **each time** you visit the Platform. By using this Platform, it means you accept the most recent version of the Terms of Use.

Data privacy

If you choose to register on this Platform, you acknowledge and agree that the personal information you provide through this Platform will be processed by Medtronic and by third party vendors contracted by Medtronic to provide the service and such processing may take place outside of Europe, the Middle East and Africa, for the purpose of completing your registration, including verifying your status as a licensed healthcare professional. Your use of this Platform is governed by Medtronic Privacy Policy, which is available [here](#).

Intended audience

This Platform contains material for health care professionals and is not intended for a non-professional audience. This Platform is intended only for use in countries where Medtronic products and therapies are approved for use as indicated within the respective product manuals. Content relating to specific Medtronic products and therapies is not intended for use in countries where they do not have authorization for use.

Your contact with other third parties

Your dealings with other third parties found on or through the Platform are solely between you and the third party. Medtronic does not make any representations or warranties with respect to, without limitation, any advice, training or services that may be obtained from such third parties whether through the Platform or otherwise, and you agree that Medtronic will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on the Platform.

About the information provided on the platform

Much of the information provided through this Platform relates to products, therapies, services and solutions offered by Medtronic. Any information that is uploaded by any other third party will be the sole responsibility of that party and shall comply with the User Conduct Rules set out below. The materials are for your general educational information only. Information you read in materials or

during the sessions on the Platform cannot replace your independent clinical judgment. Medtronic does not practice medicine or provide medical services or advice and the information on this Platform should not be considered medical advice. Prior to use, please consult device labelling for prescriptive information and operating instructions.

Information disclaimer

The information (including, without limitation, advice and recommendations) provided on the platform are intended solely as a general educational aid and do not constitute legal, medical, counseling or other professional services or advice. Your use of the platform is subject to the additional disclaimers and caveats that may appear throughout the sessions on the platform.

Medtronic and its agents assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information, services, or other material provided through the platform. While Medtronic strives to keep the information on the service accurate, complete, and up-to-date, Medtronic cannot guarantee, and will not be responsible for, any damage or loss related to the accuracy, completeness, or timeliness of the information provided on the platform, the use of which is entirely at your own risk.

Our intellectual property rights

The materials provided on the Platform belong to or are licensed to us. The materials are protected by United States and/or the European Union and/or other foreign intellectual property rights and copyright laws. There are some important rules about copying these materials. You may be permitted in certain circumstance to e-mail, download, or print copies of the materials provided on the Platform, but only for your personal, non-commercial use. When you e-mail, download, or print a copy of the materials provided on the Platform, you must also include all copyright and other notices that are in the materials, including the copyright notice on the bottom of the page.

We also own the names we use for our products and services, and these names are protected by United States and foreign trademark laws. An ® following a name on our material indicates that the trademark has been registered in the United States or other national trade mark office. A ™ following a name indicates that it is an unregistered trademark. All trademarks are the property of their respective owners and may not be used without the owner's explicit consent.

There may be special rules for the use of materials provided. These special rules will be posted near the materials.

If you use the materials or trademarks provided on the Platform in a way that is not clearly allowed by these Terms of Use, you are violating your agreement with us and may be violating copyright, trademark, and other laws. In that case, we automatically revoke your permission to use the Platform. Title to the materials remains with us or with the authors of the materials provided on the Platform. All rights not expressly granted are reserved.

You agree not to display or use the Medtronic logo or trademark, or the Impact logo or trademark, in any manner without our prior written permission.

Links to third party websites

The Platform may contain links to websites not operated by Medtronic. We provide these links for your convenience, but we do not review, control, or monitor the materials on such other websites. These websites may contain information about uses of Medtronic products or therapies that have not been approved in your country. We do not control or endorse this type of information. We are not responsible for the performance of and/or information contained in those websites or for your use thereof and business dealings with them. Your use of other websites is subject to the terms of use of those websites, including the privacy policies of those websites.

Your feedback, comments and ideas

While we are pleased to receive feedback, comments and ideas from users, we want you to understand that the purpose of the Platform is not for collecting feedback, comments and ideas. You agree and understand that any information that you submit through the Platform will be considered non-confidential, and non-proprietary (other than personal information, as that term is defined in our Privacy Statement). If you transmit any ideas, information, concepts, know-how or techniques or materials to us through this Platform, you hereby grant Medtronic an unrestricted, non-exclusive, royalty-free, world-wide, sub-licensable, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them in any medium, and agree that Medtronic is free to use them for any purpose. Medtronic reserves the right to remove in its sole discretion any feedback, comments and ideas from the Platform without or without cause and with or without notice or consent.

No warranties

All content provided on the platform is provided to you on an "as is," "as available" basis. Medtronic hereby disclaims all warranties of any kind, either express or implied, statutory or otherwise including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Medtronic makes no warranty as to the accuracy, completeness, currency, or reliability of any material available through this platform.

Medtronic makes no representations or warranties regarding the accessibility of the platform or use of the platform will be uninterrupted or error-free. You are responsible for taking all precautions necessary to ensure that any material you may obtain.

From this platform is free of viruses and any other potentially destructive computer code.

Some jurisdictions do not allow limitations on implied warranties, so one or more of the above limitations may not apply to you.

Limitation of liability

You agree that neither Medtronic nor any person or company associated with Medtronic shall be liable for any damage resulting from your use or inability to use this platform or the materials provided via this platform or providing unauthorized access to third parties. This protection covers claims based on warranty, contract, tort, strict liability, and any other legal theory. This protection covers Medtronic, its officers, directors, employees, agents, and suppliers mentioned on this website. This protection covers all losses including, without limitation, direct or indirect, special, incidental, consequential, exemplary, and punitive damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption.

The total liability of Medtronic, its officers, directors, employees, agents, suppliers, if any, for losses or damages shall be limited to the amount of your actual damages, not to exceed EUR € 100.00. In no event shall Medtronic, its officers, directors, employees, agents, or suppliers be liable to you for any losses or damages other than the amount described above. All other damages, direct or indirect, special, incidental, consequential, exemplary, or punitive, resulting

from any use of the platform or materials are excluded even if Medtronic has been advised of the possibility of such damages.

User conduct rules

The Platform may allow you, as a registered user, the ability to post comments in real time (such as during a virtual classroom) in order for you to ask questions or make comments on the training. As a user of this Platform, you agree that you have read and are familiar with these user conduct guidelines. Please note that users who violate our guidelines may have messages removed and if necessary, may have access to the Platform restricted or denied. You understand and agree that all text, graphics, software, music, sound, photographs, videos, messages, posts, data, information, or other materials posted or uploaded to, or transmitted via, the Platform (collectively, the "Content") is the sole responsibility of the person with whom the Content originated. You are responsible for all Content that you disseminate or transmit through or by means of the Platform.

Submission of content

Contribution of Content cannot be anonymous. All Content is linked to the email with which the user registered on the Platform. This registration gives the user access to the Service and the associated discussion. Your name as registered for the Platform will appear as part of your Content when published.

Content standards

These Content Standards ("Content Standards") apply to each part of Content as well as to its whole. The Content Standards must be complied with in spirit as well as to the letter. Medtronic will determine, in its discretion, whether Content breaches the Content Standards.

Content contains the opinions and views of other users. Medtronic is not responsible for the accuracy of any Content on this Platform and you should always consult your own trusted personal or professional advisor before relying on any information or advice on this Platform. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

Content must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in any country from which it is posted.
- Be relevant.

Content must not:

- Be defamatory of any person.
- Be inappropriate, obscene, offensive, hateful or inflammatory.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Disclose the name, address, telephone, mobile or fax number, e-mail address or any other identifiable personal information in respect of any individual.
- Contain any unanonymized patient personal information. Any patient related material submitted must be completely anonymized. This includes any personal information of the referring physician or the clinic or any other unique identifier which could lead back to the identity of a patient.
- Infringe any copyright, database right or trade mark of any other person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be in contempt of court.
- Be the promotion of off label use.
- Be likely to harass, upset, embarrass alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the content emanates from Medtronic if this is not the case.
- Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.
- Disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;
- Process, post, collect or store personal information about other users that does not meet applicable privacy laws.

Copyright

Unless otherwise agreed with Medtronic, by submitting Content, you agree to grant Medtronic an unrestricted, non-exclusive, irrevocable, royalty-free, sub-licensable, worldwide license to use that Content. Medtronic may exercise all copyright and publicity rights in the material contained in your Content in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

Please also note that, in accordance with the Content Standards, you must ensure that your Content does not infringe any copyright, database right or trade mark of any other person. By submitting your Content, and unless otherwise agreed with Medtronic, you are warranting that you have the right to grant Medtronic the non-exclusive copyright license described above. If you are not in a position to grant such a license to Medtronic please do not submit the Content.

Breach of these rules

When we consider that a breach of the Content Standards has occurred, we may at our discretion take such action as we deem appropriate. Failure to comply with these rules constitutes a material breach of the Terms of Use on which you are permitted to use the Platform, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Platform.
- Immediate, temporary or permanent removal of any Content already posted.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these rules. The actions described above are not limited, and we may take any

other action we reasonably deem appropriate, including any equitable remedies such as an injunction.

Complaints relating to user content

If you wish to complain about any Content posted, please contact us at Impact@medtronic.com. We will then review the Content and decide whether it complies with our Content Standards and the Terms of Use. We will deal with any Content which, in our opinion, violates our Content Standards as described above (see section "Breach of these Rules"). We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

Other rules about this platform

In addition to the rules in these Terms of Use, you may be subject to additional terms that may apply when you access particular services or materials on certain areas in this Platform. Please read our Privacy Statement to learn how we protect and use information that we gather through this Platform.

Your obligations under this section and the sections called "Your Feedback", "No Warranties", "Limitation of Liability", "User Conduct Rules", "Limitation of Liability" and "Our Intellectual Property Rights" will survive the termination of these Terms of Use.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

If you violate these Terms of Use or the Privacy Statement in a way that causes harm to others, you agree to indemnify and hold harmless Medtronic and its affiliates from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including reasonable attorneys' fees and costs) which arise out of, relate to or result from any act or said violation.

By using this Platform, you agree that the only proper jurisdiction and venue for any dispute with Medtronic, or in any way relating to your use of this website, is

in the courts in the State of Switzerland.

You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving Medtronic or its affiliates, employees, officers, directors, agents, or suppliers.

These Terms of Use are governed by the internal substantive laws of Switzerland.

Questions, comments, and notices.

Medtronic may deliver notice to you by electronic mail, a general notice on this Platform. You may deliver notice to Medtronic by emailing

privacyeurope@medtronic.com