



WEBSITE TERMS AND CONDITIONS

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

Unless otherwise stated, Anchor Orthopedics XT Inc. and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website

without Anchor Orthopedics XT Inc. express written consent.

You must not use this website for any purposes related to marketing without Anchor Orthopedics XT Inc. express written consent.

Restricted access

Access to certain areas of this website is restricted. Anchor Orthopedics XT Inc. reserves the right to restrict access to areas of this website, or indeed this entire website, at Anchor Orthopedics XT Inc.'s discretion.

If Anchor Orthopedics XT Inc. provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Anchor Orthopedics XT Inc. may disable your user ID and password in Anchor Orthopedics's sole discretion without notice or explanation.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Anchor Orthopedics XT Inc. makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Anchor Orthopedics XT Inc. does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any medical (see MEDICAL DISCLAIMER below) matter you should consult an appropriate professional.

Limitations of liability

Anchor Orthopedics XT Inc. will not be liable to you (whether under the law of contracts, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or

business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Anchor Orthopedics XT Inc. has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Anchor Orthopedics XT Inc. liability in respect of any:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation on its part; or
- matter which it would be illegal or unlawful for to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Anchor Orthopedics XT Inc. has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against all officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Anchor Orthopedics XT Inc.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Anchor Orthopedics XT Inc. and undertake to keep Anchor Orthopedics XT Inc. indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Anchor Orthopedics XT Inc. to a third party in settlement of a claim or dispute on the advice of legal advisers) incurred or suffered by Anchor Orthopedics XT Inc. arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Anchor Orthopedics XT Inc.'s other rights under these terms and conditions, if you breach these terms and conditions in any way, Anchor Orthopedics XT Inc. may take such action as Anchor Orthopedics XT Inc. deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Anchor Orthopedics XT Inc. may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Anchor Orthopedics XT Inc. may transfer, sub-contract or otherwise deal with Anchor Orthopedics XT Inc. rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Anchor Orthopedics XT Inc. in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

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- [to the extent that the website is provided free-of-charge, for any direct loss;]
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

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- matter which it would be illegal or unlawful for Anchor Orthopedics XT Inc. to exclude or limit, or to attempt or purport to exclude or limit, its liability.

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MEDICAL DISCLAIMER

No advice

This website contains general information about medical conditions and treatments. The information is not advice, and should not be treated as such.

Limitation of warranties

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- the medical information on this website is complete, true, accurate, up-to-date, or non-misleading.

Professional assistance

You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider.

If you have any specific questions about any medical matter you should consult your doctor or other professional healthcare provider.

If you think you may be suffering from any medical condition you should seek immediate medical attention.

You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information on this website.

Liability

Nothing in this medical disclaimer will limit any of our liabilities in any way that is not permitted under applicable law, or exclude any of our liabilities that may not be excluded under applicable law.

Intellectual Property

Anchor Orthopedics XT Inc. reserves the right to change specifications or to incorporate design changes without notice and without incurring any obligation relating to equipment previously manufactured or delivered. AnchorKnot, the "O" logo and the Anchor Orthopedics logo are trademarks or registered trademarks of Anchor Orthopedics XT Inc. in the United States of America and/or other countries. All other trademarks are the property of their respective owners. Patents pending and/or issued.

Manufacturer

Anchor Orthopedics XT Inc., located in Mississauga, Canada, is a subsidiary of Baylis Medical Company Inc. Baylis Medical Company Inc., is located at 5959 Trans-Canada Highway Montreal, Quebec, Canada H4T 1A1.

Code of Conduct

Anchor Orthopedics adheres to Baylis Medical's Code of Business Conduct and Ethics. In addition, Anchor Orthopedics adheres to the MEDEC Code of Conduct in all of its professional dealings. MEDEC (Canada's Medical Device Technology Companies) is dedicated to advancing healthcare by delivering innovative technologies and devices.

Because the relationships between MEDEC's Members ("Members") and Healthcare Professionals are so important, they must be guided by the highest ethical standards. For this reason, MEDEC Members have designed and adopted a Code of Conduct to promote ethical business practices and socially responsible industry conduct to govern their interactions with Healthcare Professionals.

MEDEC's voluntary Code of Conduct was adopted January 1, 2005 to guide interactions between Healthcare Professionals and Members.

INDICATIONS FOR USE

In the United States: The AnchorKnot Suture Passer (2-0), AnchorKnot Knot Pusher (2-0) and AnchorKnot Suture Cutter (2-0) are accessories of the Anchor System. The indications are: The Anchor System is indicated for visualization of the surgical field in any area of the body cut open during a surgical procedure. When used in the cervical, thoracic, or lumbar spine either from an anterior or posterior direction, for example, the Anchor Endoscope and accessories are intended to aid the surgeon's visualization of the surgical area and allow him/her to perform any type of surgical spinal procedure such as herniated disc repair, visualization of the circumferential decompression of the nerve roots, aiding in the search and removal of nucleus material, spinal fusion, or insertion of spinal implants. Other examples of generic surgical use of the Anchor System would be for use in the knee, ankle, shoulder, hand, wrist, and temporomandibular joint (TMJ).

In Canada: The AnchorKnot Knot Pusher (2-0) and AnchorKnot Suture Cutter (2-0) are intended for use during surgical spinal procedures, such as herniated disc repair. The AnchorKnot Suture Passer (2-0) is indicated for passing suture through tissue during surgical spinal procedures, such as herniated disc repair.

CAUTION: Federal Law (USA) restricts the use of these devices to or by the order of a physician. Before use, consult product labels and inserts for any indications, contraindications, hazards, warnings, cautions and instructions for use. Anchor Orthopedics XT Inc. does not recommend or endorse any specific clinical procedural steps or methodology.

Products shown may not be approved in all jurisdictions.