

## Terms of Use. November 2021

### Introduction

Welcome to the Penumbra Neuro Australia Pty Ltd of Suite 3, Level 5, 1 Oxford Street, Darlinghurst NSW 2010 Australia (ABN 86 134 658 218) (“Penumbra” or “We” or “Us”) website (the “Website”). Please read the following terms carefully.

**By consulting this Website you expressly declare that you have read, understood and accepted the following provisions of these Terms of Use: Disclaimer of Warranties and Limitation of Liability.**

These Terms of Use (“Terms”) are a contract between you and Penumbra which govern use of the Website. Your access to and use of the Website is subject to these Terms. The contract for use of the Website is terminated as a result of ceasing to use the Website.

The Website is dedicated to health care professionals and shall not be deemed as intended to provide product-specific promotional content to consumers. For this reason, some sections of this Website are intended to be restricted to healthcare professionals only. When attempting to access to a restricted area of this Website, a prompt will appear requiring to confirm to act as healthcare professional.

Penumbra does not intend for the Website to be used by any individuals who cannot form legally binding contracts under applicable law. Further, this Website is not intended to be directed to anyone under the age of eighteen (18).

### Modifications

We may modify these Terms from time to time. Upon each visit to the Website, you should review the current Terms. You must stop using the Website if you do not agree to the then-current Terms.

### The Website

This Website is owned and operated by Penumbra, Inc. The Website is published for informational purposes only. The Website is not intended to provide medical advice. We urge you to contact a health care professional for detailed information about medical conditions and treatment.

The Website is intended for audiences in the country location as marked on the Webpage and the Website may contain references to Penumbra products, programs and services that are not available in countries outside of that marked country. Such references do not imply that Penumbra intends to make such products, programs or services available in other countries or that such products may lawfully be used in or imported into other countries. Penumbra reserves the right, without prior notice, to discontinue or change products, programs and services at any time without incurring any obligations to any party.

### Technical requirements

In order to use the Website correctly, we suggest you use a device which has access to the Internet, and an Internet browser with a version supporting cookie technology.

## Prohibited Uses

You may not take any action that imposes, or may impose in your sole discretion, an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website or bypass any measures we may use to prevent or restrict access to the Website. You may not use or access the Website for any fraudulent or unlawful purpose. You may not modify any portion of the Website. You may not restrict or inhibit the ability of any other person to access or use the Website.

## Content

All text, graphics and other information and materials on the Website ("Content") is subject to change without notice.

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## Third Parties

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, company name or otherwise, does not necessarily constitute or imply the endorsement or recommendation of such by Penumbra. Any views expressed by any third party on the Website (including recorded interviews) are solely the views of such third party, and Penumbra assumes no responsibility for the accuracy or veracity of any statement made by such third party.

## Information You Submit

Under local law, you may have the right to request to access, modify, rectify, and delete data concerning you. To do this, simply email [dataprivacy@penumbrainc.com](mailto:dataprivacy@penumbrainc.com) with your request. For more information, you can access the Privacy Notice by clicking on the following link: [Privacy Notice](#).

The Website is not intended to receive confidential information from you. You are solely responsible for all information that you submit to the Website. Should you choose to send any feedback or data, including, but not limited to, any ideas, comments, suggestions or questions regarding any Penumbra product or service or the Content of the Website, such information shall be deemed to be non-confidential, non-proprietary and Penumbra shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation.

Information submitted through the Website may be used internally and/or shared with Penumbra's affiliates. Penumbra's Privacy Notice contains more information about how Penumbra collects, uses, shares, and protects information gathered through the Website including the collection and processing of certain user data collected automatically by means of cookies.

### **Potential risks related to using the Website**

Despite the use of systems securing the infrastructure against any unauthorized interference by third parties, you should also consider potential typical threats related to the use of the Website, including:

- 1) the risk of malicious software;
- 2) the possibility of the security being hacked in order to obtain personal or confidential information; or
- 3) the possibility of infecting the ICT system by various types of software created to inflict damage, in particular viruses, Trojan horses, or worms.

Penumbra recommends that you should take care of the security of your own computer by using an antivirus program with an up-to-date virus database along with a personal firewall.

### **Disclaimer of Warranties and Limitation of Liability**

The Website and all Content are provided "AS IS". Penumbra makes no representation or warranty whatsoever regarding the completeness, accuracy, adequacy, suitability, functionality, availability, or operation of the Website or the Content. By using the Website, you assume the risk that the Content may be incomplete, inaccurate, out of date, or may not meet your needs and requirements.

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### **Indemnification**

You agree, at your own expense, to indemnify, defend and hold harmless Penumbra, its parents, subsidiaries and affiliates, and their officers, directors, employees, agents, distributors and licensees, from and against any judgments, losses, deficiencies, damages, liabilities, costs, claims, demands, suits, and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in, arising out of or in any way related to your breach of the Terms of Use or your use of the Website or Content.

### **Governing Law**

The Terms are governed by the internal laws of the country marked on the Website, without regard to its conflict of laws principles. For example, if you are on the Website for Australia, the Terms for that Website are governed by Australian internal law. Further, you agree that any dispute arising from or related to use of the Website (whether contractual or non-contractual) shall be brought exclusively in courts in the country marked on the Website and you agree to the exercise of the territorial jurisdiction of these courts in any dispute concerning Penumbra, or its affiliated entities, employees, officers, directors, or representatives.

### **Severability**

If any of these provisions shall be deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provision.

### **Website Owner and Editor**

Penumbra, Inc., a Delaware USA corporation  
One Penumbra Place, Alameda, California USA 94502

If you have any questions, comments or complaints about the Website, please contact us:

- a) via email: [legal@penumbrainc.com](mailto:legal@penumbrainc.com), or
- b) via mail at the address above.