

**End User Notice**  
**of**  
**Restrictions & Requirements**

Please read and acknowledge this document (the “Notice”) carefully before using the Visible Patient site located at [www.visiblepatient.jnjmedicaldevices.com](http://www.visiblepatient.jnjmedicaldevices.com) (the “Site”) and related content, services and tools or the mobile software application in connection with which you are accessing this document (the “App”) (collectively, the “Services”).

This notice governs your use of to the Services made available to you as an authorized user of your Institution (as defined below). Your healthcare institution has entered into a master cloud agreement for the access and use of the Services (“MCA”), (“Institution”).

By clicking or tapping “OK” or “Agree” (or a similar term) in connection with this Notice, or by using the Services, you agree to this Notice and represent that you are duly authorized by your Institution to access and use the Services. We recommend that you print a copy of this Notice for future reference. We retain the right to make changes, as outlined below.

If you are not willing to accept this Notice, we ask that you not access or use the Services or post or submit any materials on it or order any items from it.

**1. Our Right to Make Changes**

We may change this Notice from time to time (for any reason, such as changes in the functions or services offered by this Site or to reflect a change in the law) by notifying you of such changes by any reasonable means and by making available a revised Notice through the Services. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Notice incorporating such changes or otherwise notified you of such changes. Your clicking or tapping “OK” or “Agree” (or a similar term) in connection with this Notice or your use of the Services following any changes will constitute your acceptance of such changes. The “Last Updated” legend above indicates when this Notice was last changed.

To the extent permitted by applicable law, we may, at any time and without liability, modify or discontinue all

or part of the Services (e.g., to reflect changes in the relevant laws, to protect the security of the Services or to implement reasonable technical adjustments and improvements, to modify the services and functions provided by the Site); charge, modify or waive any fees required to use the Services where reasonably necessary; or offer opportunities to some or all users, at our sole discretion. We will seek to notify you by reasonable means of (i) any modifications that will have a material adverse effect on your use of the Services, taken as a whole; and (ii) any material increase in the fees charged by us to use the Services.

**2. Right to Use the Services**

You have no right in or to the Services other than the right to access them in accordance with this Notice. Subject to your compliance with, and solely for the duration of, this Notice: (i) you may view one copy of the Site on any single device, solely for your personal, non-commercial use; (ii) we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a device that you own or control, solely for your personal, non-commercial use. The App is licensed (not sold) to you. If you fail to comply with this Notice, you must immediately cease using the Services, and delete the App from your device. You are responsible for keeping your device secure and protecting it appropriately. You are responsible for obtaining, maintaining and paying for all hardware, telecommunications and other services needed for you to use the Services.

**3. Acceptable Use Policy (“AUP”)**

You must not:

- i. Post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (a) threatening, harassing, degrading, hateful, intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous or fraudulent; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- ii. Post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other

computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “**Virus**”).

iii. Use the Services for any commercial purpose, including use for your commercial purposes or any commercial purposes that will benefit you in any way.

iv. Use the Services for any purpose that is fraudulent or otherwise unlawful.

v. Collect, monitor, extract or copy information about users of the Services in any way, including through reverse engineering.

vi. Circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or interfere with the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services, or violate any requirement or policy of such servers or networks.

vii. Restrict or inhibit any other person from using the Services, including using the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's use of the Services or use any device, software or routine that causes the same.

viii. Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized under this Notice, including using cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services, without our express prior written consent.

ix. Reverse engineer, decompile or disassemble any portion of the Services, (including any underlying idea or algorithm), or attempt to do any of the same, except where such restriction is expressly prohibited by applicable law.

x. Remove any copyright, trademark or other proprietary rights notice from the Services.

xi. Incorporate any portion of the Services into any product or service, without our express prior written consent.

xii. Systematically download and store Services content.

xiii. Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Services content, or reproduce or circumvent the

navigational structure or presentation of the Services, without our express prior written consent.

xiv. Use the Services in any way not expressly permitted by this Notice.

#### **4. Instructions For Use**

THE SERVICES MAY BE A REGULATED SERVICE, THE SPECIFIC AND MOST UP TO DATE INSTRUCTIONS FOR USE OF WHICH CAN BE FOUND AT [HTTPS://US.VISIBLEPATIENT.JNJMEDICALDEVICES.COM/ASSETS/FILES/IMAGERECOMMENDATIONS-SOFTISSUES-SCAN-EN.PDF](https://us.visiblepatient.jnjmedicaldevices.com/assets/files/imagerrecommendations-softissues-scan-en.pdf). YOU AGREE TO ONLY USE THE SERVICES IN LINE WITH ITS INSTRUCTION FOR USE.

#### **5. Disclaimer**

THE SERVICES INCLUDE A MEDICAL IMAGING SOFTWARE USED AS A VISUALIZATION SOLUTION FOR 2D IMAGES AND 3D MODELS THAT IS INTENDED TO PROVIDE TRAINED MEDICAL PROFESSIONALS WITH TOOLS TO AID THEM IN READING, INTERPRETING, REPORTING, AND TREATMENT PLANNING AND IN THE EVALUATION OF A PATIENT'S ANATOMY AND PATHOLOGY TO HELP PLAN THERAPY OR SURGERY. THE SERVICES ARE DESIGNED TO BE USED BY TRAINED MEDICAL PROFESSIONALS (INCLUDING PHYSICIANS, SURGEONS AND TECHNICIANS) AND ARE INTENDED TO ASSIST THE CLINICIAN WHO IS SOLELY RESPONSIBLE FOR MAKING ALL FINAL TREATMENT DECISIONS. THE SERVICES ARE NOT INTENDED TO REPLACE INDEPENDENT MEDICAL DECISION MAKING. ACCORDINGLY, MEDICAL PROFESSIONALS SHOULD RELY ON THEIR INDEPENDENT MEDICAL JUDGMENT AND DECISION MAKING FOR ALL PATIENT CARE AND TREATMENT DECISIONS. YOUR USE OF THE SERVICES IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE SERVICES

THE RENDERING QUALITY AND RELIABILITY OF THE SERVICES DEPEND ON THE COMPUTER'S HARDWARE (ESPECIALLY THE

GRAPHICS CARD). IF THE COMPUTER DOES NOT COMPLY WITH THE HARDWARE REQUIREMENTS, THERE CAN BE VISUALIZATION APPROXIMATIONS WHEN MERGING VOLUME RENDERING AND 3D MODEL RENDERING WITH TRANSPARENCY. IN THE SERVICES ANATOMICAL STRUCTURE VOLUMES (THE “**VOLUMES**”) ARE AVAILABLE THROUGH VISIBLE PATIENT PLANNING SOFTWARE AND THESE VOLUMES ARE COMPUTED FROM IMAGES. CONSEQUENTLY, THE PRECISION OF THESE VOLUMES DEPENDS ON NATIVE IMAGE QUALITY.

WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, OR OTHER MATERIAL PROVIDED AS PART OF THE SERVICES. WHILE WE STRIVE TO KEEP THE INFORMATION PROVIDED BY THE SERVICES TO BE ACCURATE, COMPLETE, AND UP-TO-DATE, WE DO NOT GIVE ANY ASSURANCES, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED AS PART OF THE SERVICES.

EXCEPT AS SET EXPRESSLY FORTH IN THE MCA WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS EXTENDED TO YOU UNDER THIS NOTICE.

## 6. Content

You may be permitted to make available certain information or materials (each, a “**Submission**”) in connection with the Services. We have no control over and are not responsible for any Submissions, any use or misuse by any third party of Submissions or for your interactions with other users. Users are ultimately responsible for their own actions. If you choose to make

your personal or other information publicly available through the Services, you do so at your own risk. Our right to use any Submissions is subject to the terms and conditions of the MCA.

## 7. Privacy Policy

In order to operate and provide the Services, we may collect certain information about you. We use and protect that information in accordance with the Privacy Policy (a current version of which can be found at <https://us.vp.jnjmedicaldevices.com/assets/files/Digital%20Solutions%20EMEA%20General%20Privacy%20Policy%20VP%201b%208Mar21%20-%20FINAL.pdf>

## 8. Proprietary Rights

We and our suppliers own the Services, which are protected by proprietary rights and laws, including all of our brand names, trademarks and service marks and any associated logos. All trade names, trademarks, service marks and logos (collectively, “**Marks**”) on the Services not owned by us are the property of their respective owners. You may not use our Marks in connection with any product or service that is not ours or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any Marks without the express prior written consent of the owner.

## 9. Copyright

If you believe in good faith that materials available on the Services infringe your copyright, you may write to us by mail and request that we remove such material or block access to it. Please be precise about the identity and location of the allegedly infringing materials. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, you may send us a written counter-notice. Notices and counter-notices must be sent through the link at Contact Us <https://us.vp.jnjmedicaldevices.com/pages-clinical/help/contact-us>. In the United States, in addition to contacting us by clicking Contact Us, the Company’s Agent for complaints related to the Digital Millennium Copyright Act (DMCA) can be reached in writing at the following address:

Trademark Law Department  
Johnson & Johnson  
One Johnson & Johnson Plaza

New Brunswick, NJ 08933

This address may also be used to contact us about copyright infringement claims in jurisdictions outside of the United States, or you may contact us through clicking [Contact Us link](https://us.vp.jnjmedicaldevices.com/pages-clinical/help/contact-us) at <https://us.vp.jnjmedicaldevices.com/pages-clinical/help/contact-us>.

#### 10. **Liability**

IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICES. THE SERVICES ARE MADE AVAILABLE TO YOU PURSUANT TO THE MCA BETWEEN US AND YOUR INSTITUTION, SOLELY FOR THE BENEFIT OF YOUR INSTITUTION AND AT YOUR INSTITUTION'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY WE OR OUR AFFILIATES, OR ANY OF OUR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SERVICES SHALL BE SOLELY TO YOUR INSTITUTION PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

#### 11. **Termination**

You may stop using the Services, and thereby terminate this Notice, at any time. We may terminate or suspend your use of the Services if you do not comply with this Notice, engage in any fraud or abuse, or if you or anyone using your account makes any misrepresentation to us. We reserve the right to suspend or terminate your access to the Services at any time based on any change in your status as an authorized user of your Institution under the MCA.

Where reasonable under the circumstances, we will provide you with at least twenty-four (24) hours' prior notice of termination or suspension, provided that if we reasonably believe that you have materially breached this Notice, we may immediately terminate or suspend you. Upon any termination or suspension, your right to

use the Services will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without obligation to provide further access to such materials. Your obligations under this Notice shall survive any expiration or termination of this Notice.

#### 12. **Jurisdictional Issues**

The Services are solely intended for and directed to residents of the United States. The Services may not be appropriate or available for use in some jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the availability of the Services at any time, in whole or in part, to any person or geographic area that we choose, in our sole discretion, for valid reasons (e.g., to comply with relevant laws and regulatory requirements, to protect the security of the Services or to implement reasonable technical adjustments).

#### 13. **Third Party Materials**

The Services may allow access to third party information, products, services and other materials, including Submissions (collectively, "**Third Party Materials**"). We do not control or endorse, and are not responsible for, any Third Party Materials linked from the Services, including the accuracy, content, or availability of information, products, or services found the Third Party Materials. We cannot ensure that you will be satisfied with any products or services that you purchase from third parties, including through links from the Services to Third Party Materials. We also do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party, including through Third Party Materials linked to the Services. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials at any time. Your access or use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such materials.

#### 14. **General**

14.1. Export Controls. The Services are subject to U.S. export controls restrictions. We will not knowingly make the Services available to you if you are, and you confirm that you are not, (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or trade sanction (currently Cuba, Iran, Sudan, Syria, and the Crimea region of Ukraine) (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for more information on U.S. sanctions); or (b) on any of the U.S. government lists of restricted end users (for example, including the “Specially Designated Nationals” list available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

14.2. Other Important Terms. This Notice does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. This Notice is between you and us. Except as set forth in Section 9 (Copyright) [Section 15.4 (Apple Required Terms)], [Section 15.5 (Google Required Terms)], no other person shall have any rights to enforce any of the terms of this Notice. If any provision of this Notice is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Notice and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Notice without our prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Notice without restriction. No waiver by either party of any breach or default under this Notice will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Notice shall be construed as if followed by the phrase “without limitation.” This Notice, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter of this Notice, and, in the absence of fraud, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such

subject matter. Notices to you (including notices of changes to this Notice) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Notice and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Notice to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Neither party will be responsible for any failure to fulfill any obligation due to any cause beyond its control.

14.3. Electronic Communications. The information communicated as part of the Services may constitute an electronic communication. When you communicate with us through the Services or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically, subject to local privacy and Anti-Spam laws, and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

14.4. Apple Required Terms. In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. (“**Apple**”). Apple is not a party to this Notice and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection, privacy or similar legislation (including in connection with any use by the App of Apple’s HealthKit or HomeKit frameworks), and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App,

including those pertaining to intellectual property rights, must be directed to Company in accordance with the “Information or Complaints” section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise 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 the purchaser via Family Sharing or volume purchasing. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Notice and, upon your acceptance of the terms and conditions of this Notice, will have the right (and will be deemed to have accepted the right) to enforce this Notice against you as a third-party beneficiary thereof; notwithstanding the foregoing, Company’s right to enter into, rescind or terminate any variation, waiver or settlement under this Notice is not subject to the consent of any third party.

14.5. Intentionally omitted.

14.6. Information or Complaints. If you have a question or complaint regarding the Services, please use the [link](#) at [Contact Us](#) [support@ethiconvisiblepatient.com](mailto:support@ethiconvisiblepatient.com). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

14.7. Policy on Human Trafficking. We fully support the elimination of human trafficking and slavery, including from the supply chain and do not tolerate trafficking in persons. In pursuit of this goal, we have enacted a Human Trafficking Policy, which is available here: <https://www.jnj.com/about-jnj/policies-and-positions/anti-human-trafficking-policy>