## Linking Policy\*

BVI permits links to it's Website, provided that such links do not improperly represent an endorsement by or affiliation with BVI or any of its products, or otherwise adversely impact BVI, and provided that you act pursuant to the terms below. It is not required that you submit a request to link to BVI's Website.

By linking to any page on BVI's Website, you hereby agree to abide by the <u>Terms of Use</u> of this Website, as well as the terms and conditions below:

- Without consent in advance, text-based links to BVI's Website may be used. Text-based links names, domain names, or trademarks with accompanying notice and descriptive words, such as: "BVI", "BVI Medical", www.bvimedical.com, etc. (the "Licensed Marks"). Subject to the terms and conditions set forth herein, BVI grants you a non-exclusive, personal, worldwide, revocable, and royalty-free right to use the Licensed Marks for the purpose of establishing a hyperlink in accordance with these terms and conditions and for no other purpose. Except as expressly provided herein, BVI does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information. Your use of the Licensed Marks shall comply with BVI's standards and guidelines, and BVI shall have the right to inspect your use of the Licensed Marks. All goodwill arising from the use of the Licensed Marks shall inure to the benefit of BVI.
- Consent is required to use a BVI logo as a link to BVI's Website. Requests to use a BVI logo as a link may be sent to marketing@bvimedical.com.
- By linking, you acknowledge and agree that, other than as set forth herein, all rights to the Licensed Marks, other BVI marks, the content appearing on the BVI Website and the design of the BVI Website belong to BVI.
- You may not create a border environment (e.g., frames) around any page or portion of BVI's
  Website or use other programming techniques that alter in any way the visual presentation or
  appearance of BVI's Website.
- You may not modify the content presented on the BVI Website, or interrupt or attempt to interrupt the function of the Website in any way. You may not republish the content presented on the BVI Website without BVI's written permission.
- You must not misrepresent your relationship with BVI or present false or misleading impressions about BVI. No links to BVI's Website may be used in a manner that implies or suggests that BVI approves or endorses you, your website or your goods and services (in all cases, except as BVI may have agreed separately with you in writing).
- BVI shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend BVI against all claims arising out of or based upon your website.
- You may not link to any BVI website from any page within your website that recommends or discusses the use of any BVI product in a manner that has not been approved by your local country's regulatory body or medicines authority, such as the United States Food and Drug Administration.
- You may not link to BVI's Website if your website contains material that could be construed as libelous, distasteful, offensive, harassing, obscene or criminal; or that infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

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Marks and your right to link to any pages on BVI's Website. In such event upon request, you
agree to immediately remove all links to BVI's Website and to cease using the Licensed Marks.
 If you have questions about this policy or links that you are considering, please contact us. BVI reserves
the right to change this linking policy at any time. Changes will be posted on this page.

\*The definitions for the terms BVI and Website are provided in the <u>Terms of Use</u>.