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This page, together with the documents referred to on it ("Terms of Use"), set out the terms covering your use of our website www.Merlin.net® Patient Care Network ("our site" or "Merlin.net"), whether as a visitor or a registered user. "Registered user" includes only those medical providers (and their duly authorized representatives and agents) who have entered into a separate written agreement with us for use of the Merlin.net® Patient Care System or for use of the CardioMEMS™ HF System (collectively, the "System"). All other use or access to our site is expressly prohibited. Please read these Terms of Use carefully before you start to use our site. These Terms of Use, on its own, shall not entitle you to any use of the System until you or the clinic (as appropriate) have entered into the Patient Care Network Agreement for use of either System and you are a registered user under that agreement. You agree to abide by such other terms, and conditions governing the use of the System. If there is a conflict between this Terms of Use and the terms governing use of the System, the latter terms shall control with respect to your use of the System.

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## **3. ACCEPTANCE OF TERMS OF USE**

By accessing and using our site you agree to follow and be bound by these Terms of Use. You acknowledge that you have read and understood these Terms of Use. These Terms of Use and the information provided cover all users of our site regardless of their geographic location. We reserve the right to change these Terms of Use at any time at our discretion and without prior notice. Users of our site are expected to regularly check these Terms of Use for changes as they are binding on you. We encourage you to review these Terms of Use every time you use our site. Your use of our site following any such change constitutes your agreement to follow and be bound by the most recent version of these Terms of Use.

These Terms of Use and your right to use our site will take effect at the moment you click "I ACCEPT" or you install, access, or use our site and is effective until terminated as set forth below. We reserve the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of these Terms of Use, to deny your access to our site or to any portion thereof in order to protect our name and goodwill, our business, and/or other users, and these Terms of Use will also terminate immediately if you fail to comply with these Terms of Use, subject to the survival rights of certain provisions identified below. Termination will be effective without notice.

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**YOU ACKNOWLEDGE THAT WE ARE NOT A HEALTHCARE PROVIDER AND DO NOT PROVIDE MEDICAL ADVICE TO PATIENTS AND YOU ACKNOWLEDGE THAT THE HEALTH INFORMATION**

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## **10. PRIVACY, SECURITY AND USE OF COOKIES**

Please review our Privacy Policy, which also governs access to our site to understand our practices.

Communication between our site and user accounts is encrypted using secured socket layer (SSL) technology. Our security software is the industry standard and among the best software available for secure transactions.

We collect information about users of our site through temporary cookies. Cookies are small, alphanumeric identifiers that are transferred to a computer's hard drive through the user's web browser, which enables our systems to recognize the browser and provide personalized features. For detailed information on our use of cookies and how to disable cookies, please click on the link to our Privacy Policy above.

## **11. SIGNING ON TO OUR SITE**

Registered users of our site are provided with unique User IDs and must choose a password of their choice to sign on to our site. Registered users must provide personal contact information and you must ensure that your information is kept up to date at all times. User IDs and passwords constitute an electronic signature and will be used by us to authenticate access to our site. If a user opts to sign onto Merlin.net, the user will be able to take advantage of the non-public sections of our site. If a user opts not to sign onto our site, their access to our site will be restricted to the public sections of our site only. If you no longer wish to be a registered user of our site or if a patient no longer wishes to participate in Merlin.net, you must inform us immediately at [sycustomerservice@sjm.com](mailto:sycustomerservice@sjm.com).

## **12. PROTECT YOUR PASSWORD**

Users are responsible for safeguarding their password, including the responsibility to not improperly disclose or allow the disclosure of their password to unauthorized persons. If you suspect that your password has been compromised, you must immediately change the affected password and notify us immediately.

## **13. ACCESS AND INTERFERENCE**

You agree that you will not directly or indirectly use or direct any robot, spider or other automatic device, process or means to access our site. Nor shall you use or direct any manual process to monitor or copy, alter, modify or merge our site or the content contained thereon for any unauthorized purpose without our prior express written permission. You agree that you will not directly or indirectly use or direct any device, software or routine that interferes with the proper working of our site nor shall you directly or indirectly attempt to interfere with the proper working of our site.

## **14. ACCEPTABLE USE OF OUR SITE**

You may only use our site as set out in these Terms of Use. Any illegal or unauthorized use of our site shall constitute a violation of these Terms of Use. You do not have permission to access our site in any way that violates these Terms of Use or breaches any applicable law. You may not: (a) use our site to

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#### **15. SUSPECTED VIOLATION OF THESE TERMS OF USE OR LAW; INJUNCTIVE OR EQUITABLE RELIEF**

Violations of these Terms of Use, including violation of above Section 14 (Acceptable Use of Our Site), may be investigated and appropriate legal action may be taken, including civil, criminal or equitable relief. You understand and agree that in our sole discretion, and without prior notice, we may terminate your access to our site, remove any unauthorized user content or exercise any other remedy available, if we believe that your conduct or the conduct of any person with whom we believe you act in concert with, or the user content you provide, violates or is inconsistent with these Terms of Use or applicable law or violates our, our affiliates' rights or the rights of another user of our site. You agree that monetary damages may not provide us with a sufficient remedy for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations. A printed version of these Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact us if you wish to receive a printed copy of these Terms of Use.

#### **16. MISCELLANEOUS.**

The parties agree that these Terms of Use are for the benefit of the parties hereto as well as our affiliated companies. Accordingly, these Terms of Use are personal to you, and you may not assign your rights or obligations to any other person or entity without our prior written consent.

Our failure to insist on strict performance of any of the terms and conditions of these Terms of Use will not operate as a waiver by us of that or any subsequent default or failure of performance.

If any provision (or part thereof) contained in these Terms of Use is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language.

No joint venture, partnership, employment, or agency relationship exists between you and us as result of these Terms of Use or your utilization of the our site. Headings herein are for convenience only.

These Terms of Use, along with our Privacy Policy and related agreement with respect to use of the System, represents the entire agreement between you and us with respect to use of our site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and us with respect to our site.

The governing law and jurisdiction for these Terms of Use shall be construed in accordance with the applicable Patient Care Network Agreement for your country of operation.

The provisions of Section 6 (Copyright and Trademarks), 7 (Registered User Submissions), 8 (Our Liability) and 15 (Suspected Violation of these Terms of Use or Law; Injunctive Relief or Equitable Relief) and this Section 16 (Miscellaneous) shall survive the termination of these Terms of Use for any reason.

## **17. CONTACT INFORMATION**

If you have any questions regarding these Terms of Use of Merlin.net, please contact us at [sycustomerservice@sjm.com](mailto:sycustomerservice@sjm.com).

Dated April, 2015