

# Terms of Use and Privacy Policy

## Terms of Use

### Your Consent

**Please take a few minutes to review these Terms of Use before using websites with the Allotekinc.com address or other websites of Allotek Inc. or its affiliates or direct and indirect subsidiaries (“Sites”). By using these Sites, you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use these Sites.**

### Contents

The materials on these Sites do not in any way replace the relationship that you have with your physician and are for general educational information only. Allotek inc. and its affiliates and direct and indirect subsidiaries (“Allotek” or “We”) do not practice medicine or provide medical services or advice and the information on these sites should not be considered medical advice. You should always talk to your physician for diagnosis and treatment.

### Surgical Procedures

Submissions to the U.S. Food and Drug Administration or equivalent agency in other countries may contain surgical techniques that were reviewed as part of the approval or clearance process. These surgical techniques are provided for products when available and provide instructions consistent with the cleared indications for the associated product. While cleared and approved surgical techniques are provided on the web site, the specific technique used is the choice of the surgeon. Wright’s affiliates and subsidiaries, as manufacturers of medical devices, do not practice medicine and do not recommend these or any other surgical techniques for use on a particular patient. The surgeon who performs any implant procedure is responsible for determining and utilizing the appropriate techniques for implanting a prosthesis in the particular patient. Wright is not responsible for the selection of the appropriate

surgical technique to be used for an individual patient. Questions regarding the appropriateness of a particular technique or device should be directed to the individual patient's physician. Wright does not promote or endorse in any way the use of a surgical technique which is not approved for use in the country where the reader is located.

## [Product Information](#)

These sites contain information about products that may or may not be available in any particular country or may be available under different trademarks in different countries. The products may be approved or cleared by governmental regulatory organizations for sale or use with different indications or restrictions in different countries. Products may not be approved for use in all countries. Nothing contained on these Sites should be construed as a promotion or solicitation for any product or for the use of any product in a particular way which is not authorized under the laws and regulations of the country where the reader is located. Allotek's products have been approved or cleared for specific indications by the U.S. Food and Drug Administration, AATB or the equivalent agency in other countries. Allotek does not promote or endorse in any way the use of Allotek's products for any indication which has not been approved or cleared in the country where the reader is located. Specific questions physicians may have about the availability and use of the products described on this site should be directed to their particular local sales representative. Specific questions patients may have about the use of the products described on this site or the appropriateness for their own conditions should be directed to their own physician. In addition, refer to the product package inserts for important information regarding Wright products.

## [Privacy Policy](#)

Our Privacy Policy describes the personal information we collect when you and others use these Sites. It also describes how we use the personal information you share with us and some of the steps we take to protect your privacy. The Privacy Policy linked to these Terms of Use is part of these Terms of Use. By agreeing to these Terms of Use, you are also consenting to the collection, use, and disclosure of your personal information in accordance with the Privacy Policy. Please review the Privacy Policy before using these Sites.

## [These Terms of Use May Change](#)

We are continually improving and adding to the features and functionality of these Sites and the services we offer through these Sites. As a result of these changes (or changes in the law), we may need to update or revise these Terms of Use. Accordingly, we reserve the right to update or modify these Terms of Use at any time, without prior notice, by posting the revised version of these Terms of Use behind the link marked "Terms of Use" at the bottom of each page of these Sites. Your continued use of these Sites after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use.

You may access the current version of these Terms of Use at any time by clicking the link marked "Terms of Use" at the bottom of each page of these Sites.

### Other Agreements

When you sign up to use specific functionality or a special feature of these Sites, you may be asked to agree to special terms governing your use of that functionality or special feature. In such cases, you will be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement shall supplement or amend these Terms of Use, but only with respect to the matters governed by the click-through agreement.

### Your Obligation to Provide Truthful Information

You may be asked to submit personal information to these Sites. If you submit personal information to Allotek through these Sites, the information you submit must be true, accurate, current, and complete.

### Ownership of Sites and Content

*Ownership of these Sites.* These Sites, including all of the software and code comprising or used to operate these Sites and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on these Sites (collectively, "Content") are protected under applicable intellectual property and other proprietary laws, including without limitation those of the United States. All Content and intellectual property rights therein are the property of Allotek inc. or its affiliates or direct and indirect subsidiaries or of third parties who

have licensed their rights to or have agreements with Allotek inc. The presence of any Content on these Sites does not constitute a waiver of any right in such Content. You do not acquire ownership rights to any such Content viewed through these Sites. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written permission of Allotek.

*Copyrights.* Copyright © Allotek inc. or its affiliates. All rights reserved. The entire contents of these Sites are the sole property of Allotek inc. The copying, redistribution, or publication of any part of this site, in whole or in part, is strictly prohibited without the express, written consent of Allotek. Violators will be prosecuted. We reserve the right to block any domains we choose from accessing these Sites. All product names, whether or not they appear in all capital letters or with a trademark symbol, are trademarks of Allotek. The use of these trademarks without the express, written consent of Allotek is prohibited and may be in violation of copyright law, trademark law, or other applicable laws including those governing libel, slander, publicity, and privacy. As between you and Allotek, Allotek and its licensors own and reserve the copyrights in these Sites, including all of their Content.

*Copyright License.* We hereby grant you a limited license to access and use these Sites and to download and print copies of any Content to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from such Content. The foregoing license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. This license is revocable at any time without notice and with or without cause. You agree not to use, display, reproduce, retransmit, modify, distribute, disseminate, sell, publish, broadcast, circulate, display or in any way exploit any Content, in whole or in part, by any means, except as expressly set forth in these Terms of Use, unless you first obtain Wright's written permission.

*Trademarks.* All trade names, trademarks and service marks displayed on these Sites are the registered or unregistered trademarks of Allotek inc. or its affiliates or its indirect or direct subsidiaries, or its licensors, or other third parties (collectively, the "Trademarks") and are protected by U.S. and

international trademark laws and treaties. You may not use any Trademarks displayed on these Sites without the prior express written permission of Allotek or the trademark owner.

*Your Feedback.* We welcome your comments, feedback, suggestions, and other communications regarding these Sites and the information, products, and services we make available through these Sites (collectively, “Feedback”). Allotek does not accept and does not want unsolicited ideas for products or services. Please do not communicate ideas for new products or services. By submitting Feedback, however, please note that you represent and warrant that any ideas or information you include in your Feedback are not confidential or proprietary in any way and that you have the legal right to disclose the ideas and information and any Feedback sent to Allotek will NOT be considered confidential. You shall have no recourse against Allotek for any alleged or actual infringement or misappropriation of any proprietary rights in your communications to us. Please also note that the Feedback you provide to us through these Sites will be and remain Allotek’s exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title, and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us. All Feedback should be made at [contact us](#).

## Other Restrictions on Your Use of Allotek’s Sites

You may not use these Sites

- to access (or attempt to access) areas or features of these Sites for which you do not have the proper authorization;
- to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity;
- in a manner that violates any national, state, local or international law, rule or regulation;
- to compete with Allotek, including to advertise, promote, or sell products or services that compete with products and services offered by Allotek;

- to further or promote any criminal or illegal activity or to provide instructional information about illegal activities;
- in a manner that interferes with, disables, disrupts, impairs, or creates an undue burden on the networks or services that support these Sites;
- to harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; or
- in a manner that we determine, in Allotek's sole discretion, restricts or inhibits any other user from using or enjoying these Sites.

### Removal of Content

If you would like us to remove any Content from these Sites for any reason, please notify us at [contact us](#). While we do not have any obligation to remove Content merely because of a removal request, Allotek will review all such requests and will remove Content that we determine should be removed, in Allotek's sole discretion and in accordance with these Terms of Use including Allotek's Privacy Policy) and applicable law.

### Right to Modify or Discontinue Sites

Allotek reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, these Sites (or any part thereof) with or without notice. Allotek shall not be liable to you or to any third party for any modification, suspension or discontinuance of these Sites.

### Links to Other Sites

These Sites may provide links to other Web sites operated by third parties. Because we have no control over third-party Web sites, we are not responsible for the availability of those Web sites and do not endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such Web sites. Allotek shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such Web sites. These Terms of Use do not apply to your use of third-party Web sites; your use of such Web sites is subject to the terms and policies of the owner of such Web sites.

### Disclaimer of Warranties

ALLOTEK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THESE SITES, ANY CONTENT ON THESE SITES, OR ANY PRODUCT OR SERVICE PROMOTED THROUGH THESE SITES. THESE SITES AND ALL OF THEIR CONTENT ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALLOTEK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY STATUTE, CUSTOM OR COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALLOTEK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CORRECTNESS, RELIABILITY, COMPLETENESS OR USEFULNESS OF ANY CONTENT APPEARING ON THESE SITES. ALLOTEK DOES NOT ENDORSE ANY OPINION, ADVICE, COMMENT OR STATEMENT MADE ON THESE SITES BY USERS, AND SUCH STATEMENTS DO NOT IN ANY WAY REFLECT THE OPINION, ADVICE OR STATEMENT OF ALLOTEK.

Users agree that the access and use of this site and its contents is at their own risk.

Allotek specifically reserves the right to change, delete or update information without notice at any time, however, Allotek accepts no obligation to update the information contained on this site.

### [Limitations of Liability](#)

UNDER NO CIRCUMSTANCES, SHALL ALLOTEK, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE SITES, THEIR CONTENT, ANY SERVICES OR PRODUCTS MADE AVAILABLE THROUGH THESE SITES, OR YOUR USE OF OR INABILITY TO USE THESE SITES, INCLUDING ANY LOSS OR DAMAGE DUE TO VIRUSES THAT MAY



AFFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THESE SITES OR YOUR DOWNLOADING OF ANY MATERIAL FROM THESE SITES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF WRIGHT OR ANOTHER RELEASED PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF ALLOTEK, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR

ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE LIABILITY FOR LOSSES OR DAMAGES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

### [Children Under the Age of Thirteen](#)

We are proud of these Sites and we strive to ensure that they do not offend people of any age. However, these Sites are not intended for children or minors under the age of thirteen years without the permission of a parent or



guardian. If you believe that a child has submitted personal information on or through these Sites without the consent and supervision of a parent or guardian, please [contact us](#) so that we can take appropriate action.

### Choice of Law, Jurisdiction and Venue

These Terms of Use and the relationship between you and Allotek shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of Texas, U.S.A., excluding conflict of laws provisions that would indicate the application of the laws of any other jurisdiction. ANY LEGAL ACTION OR PROCEEDING RELATING TO YOUR ACCESS TO, OR USE OF, THESE SITES OR THESE TERMS OF USE SHALL BE INSTITUTED ONLY IN A STATE OR FEDERAL COURT LOCATED IN SAN ANTONIO, TEXAS, U.S.A. YOU AND ALLOTEK IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. You expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum. If the courts of the country in which you reside should determine that the provisions of this paragraph are not enforceable, then you agree to submit to binding arbitration.

### Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of these Sites or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### General

As used in these Terms of Use, the term “including” means “including, but not limited to.” Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Information published in these Sites may refer to products, programs, or services that are not available in your country. Consult your Allotek business contact for the products, programs and services that may be available to you.

Allotek’s failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed in ink by the party to be bound. Unless the written waiver

contains an express statement to the contrary, no waiver of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, and the court shall substitute for such provision the valid and enforceable provision that most closely approximates the intent and economic effect of such provision. The remaining provisions of these Terms of Use shall remain in full force and effect.

These Terms of Use set forth the entire understanding and agreement between us and supersede all prior understandings and agreements between you and Allotek with respect to the subject matter hereof.

These Terms of Use may be amended only as set forth above in these Terms of Use.

## Contact Us

If you have any questions or concerns regarding this Policy, please [contact us](#).

# General Privacy Statement

## Cookie Policy

### 1. What is a cookie?

Cookies are small text files of letters and numbers that a website may place or store on your computer or mobile device when you visit a site or page.

When navigating on Allotek's websites, cookies may be placed on your computer or mobile device.

### 2. Types of cookies

First-party cookies: These cookies are set by the website you're visiting (e.g. [www.allotekinc.com](http://www.allotekinc.com))

Third-party cookies: These cookies are set by someone other than the owner of the website you're visiting.

Session cookies: These cookies only last as long as your online session and disappear from your computer or device when you close your browser (like Internet Explorer or Safari).

Persistent cookies: These cookies stay on your computer or device after your browser has been closed and last for a time specified in the cookie.

Strictly necessary cookies: These cookies let you use all the different parts of the Allotek website. Without them, services that you've asked for can't be provided.

Functional cookies: These cookies help us personalise the service to you by remembering your preferences and settings.

Performance cookies: These cookies help us make sure that the website is working properly and fix any errors. Also, they let us understand how you use our website.

The following cookies are cookies used on our website:

<b>Name of the cookie</b>	<b>Third Party Provider</b>	<b>Functionality</b>
last_username	N/A	This cookie remembers last username signed into website.
PHPSESSID	N/A	This cookie is used to maintain user session variables.
BE_CLA3	N/A	This cookie keeps track of visitor preferences. It is a persistent cookie.
wp-settings-time-1	N/A	This cookie recognizes logged in users.