

# Website Terms of Use

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- 1 Acceptance of Terms and Modification.** These Website Terms of Use ("Terms") govern your access to and use of Midmark Corporation's ("Midmark") website located at midmark.com and all other related sites, mobile sites, and e-commerce platforms (collectively, the "Site"). By accessing or using the Site, you affirm that you are at least 18 years old, have the legal capacity to enter into a binding agreement, are authorized to bind the organization that you represent, if any, to these Terms, and agree to comply with and be bound by these Terms and all applicable laws and regulations. If you do not agree to these Terms, then you are not authorized to use the Site. Midmark may modify these Terms at any time by posting the revised version on the Site, which will become effective immediately unless otherwise stated. Your use and continued use of this Site shall constitute and be deemed your unconditional acceptance of these Terms and any changes.
- 2 Site Content.** While Midmark strives to provide accurate descriptions of its products and services, Midmark does not warrant that Site content, including descriptions and pricing, is accurate, complete, or current. All product and service descriptions, images, content, and prices are subject to change without notice. Midmark reserves the right to correct errors and to cancel any orders placed using incorrect descriptions or pricing. Midmark reserves the right to cease operating the Site or any of its features at any time.
- 3 Site Use and Termination.** Midmark grants you a limited, revocable, nonexclusive license to use this Site solely for your own use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to (and not to assist others to): (i) scrape, copy, extract, or use any content, product listings, or pricing for commercial purposes without express permission; (ii) attempt to access, interfere with, or probe any part of the Site or its systems you are not authorized to use, including via automated tools or malware; (iii) impersonate any person or entity, or misrepresent your identity or affiliation; (iv) use any bots, crawlers, or unauthorized tools to navigate, search, or transact on the Site; (v) harvest or collect personal information from other users or the Site; (vi) modify, reverse engineer, decompile, or otherwise tamper with the Site's code or functionality; or (vii) engage in any activity that disrupts, overloads, or interferes with the operation or performance of the Site. Your use of the Site is at the sole discretion of Midmark, which may terminate your access at any time for any reason, including but not limited to violation of these Terms. Upon termination, your right to access and use the Site shall immediately cease.
- 4 Account Registration.** To access certain features or services on the Site, you may be required to register for an account. You agree to provide accurate, current, and complete information and to promptly update it as needed. You are responsible for maintaining the confidentiality of your login credentials and restricting access to your account and device. Midmark reserves the right, in its sole discretion, to suspend or terminate your account at any time and for any reason, including suspected violation of these Terms.
- 5 Transactions.** All purchases made through the Site are governed by the Midmark Terms and Conditions of Sale, which are incorporated herein by reference and available at <https://www.midmark.com/service-support/terms-conditions>. If you wish to purchase any product or service made available through the Site, then you may be required to provide payment and shipping information. You represent and warrant that you are authorized to use any payment method provided. By submitting such information, you grant to Midmark the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you. You agree to pay all charges that may be incurred by you through the Site, at the price(s) in effect when such charges are incurred, including all shipping and handling charges and any applicable taxes. Midmark reserves the right, in its sole discretion, to refuse or cancel any order at any time and for any reason, including pricing errors, purchase-quantity limits, inventory limits, purchases by resellers, or suspected fraud.
- 6 Privacy.** Your use of the Site is governed by the Midmark Privacy Policy, which is incorporated herein by reference and available at <https://www.midmark.com/about-us/legal>. Midmark reserves the right, and you authorize it, to use and assign your information as described in the Privacy Policy. This includes the use of cookies and similar technologies to track and remember your activity on the Site (such as your cart contents), as well as the use of third-party service providers to associate and manage such information once you register for an account or engage in a transaction.
- 7 Third-Party Links.** The Site may contain links to third-party websites or services. Midmark does not control and is not responsible for the content, privacy practices, or availability of such sites. The inclusion of links does not imply endorsement by Midmark.
- 8 Intellectual Property.** All content on this Site including without limitation graphics, logos, trademarks, images, and software is, and shall continue to be, the property of Midmark or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, publication, or other use by you of any such content or any part of the Site is prohibited, except as expressly permitted in these Terms. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

- 9 **Copyright Infringement Notification.** If you believe that any content on the Site infringes your copyright, then you may submit a notification pursuant to the Digital Millennium Copyright Act by contacting Midmark at midmarkcorporation@midmark.com. The notification must comply with the requirements of 17 U.S.C. § 512(c)(3). Midmark reserves the right to remove content in its sole discretion and without notice.
- 10 **User Submissions.** If you submit any content, ideas, feedback, or materials to Midmark through the Site, then you grant Midmark a nonexclusive, worldwide, royalty-free license to use, reproduce, modify, distribute, and display such content in connection with its business. You represent that you have the necessary rights to grant this license and that your content does not infringe any third-party rights.
- 11 **Indemnification.** You agree to indemnify, defend, and hold harmless Midmark and its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from or related to your use of the Site, your violation of these Terms, or your infringement of any intellectual property or other rights of Midmark or any third party.
- 12 **Disclaimer.** MIDMARK MAKES NO REPRESENTATION OR WARRANTY THAT THE SITE OR ANY MIDMARK PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM SECURITY VULNERABILITIES. MIDMARK PROVIDES THE SITE AND ALL INFORMATION, CONTENT, AND OTHER MATERIAL MADE AVAILABLE THROUGH THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED BY LAW, MIDMARK DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE AND THE SITE CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, INCLUDING ANY DATA TRANSMITTED TO OR FROM IT, IS AT YOUR SOLE RISK. YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE SITE.
- 13 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MIDMARK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY LEGAL THEORY, ATTRIBUTABLE TO YOUR USE OF THE SITE, SITE CONTENT, AND ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MIDMARK SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR UNAUTHORIZED DISCLOSURE OF DATA ARISING OUT OF OR RELATED TO ANY CYBERATTACK, SECURITY INCIDENT, OR OTHER MALICIOUS OR UNAUTHORIZED ACT BY A THIRD PARTY. IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU BY MIDMARK EXCEED THE AMOUNT YOU PAID, IF ANY, FOR ACCESSING OR USING THE SITE.
- 14 **Applicable Law.** You agree that the laws of the state of Ohio without regard to conflicts of law provisions will govern these Terms and any dispute that may arise between you and Midmark or its affiliates. Venue shall be the state and federal courts located in Ohio, and you consent to exclusive jurisdiction therein.
- 15 **International Use and Export Compliance.** This Site is intended for use within the United States. If you access it from outside the United States, then you do so at your own risk and are responsible for complying with local laws. Certain products that you may obtain through the Site may be further subject to export controls. You will comply with all applicable export and re-export restrictions, laws, and regulations, and you will not transfer or encourage, assist, or authorize the transfer of any product to a prohibited country or otherwise in violation of any restriction, law, or regulation. You represent and warrant that you are not located in, or acting on behalf of, any restricted country or person.
- 16 **Force Majeure.** Midmark shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, internet failures, supply chain disruptions, or governmental actions.
- 17 **Severability.** If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, then that provision shall be limited or eliminated to the extent necessary for the remainder to remain in full force.
- 18 **No Waiver.** The failure by Midmark to enforce any provision of these Terms shall not constitute a waiver of that or any other provision.
- 19 **Entire Agreement and Specific Terms.** These Terms, together with the Midmark Privacy Policy and Terms and Conditions of Sale, constitute the entire agreement between you and Midmark regarding your use of the Site. However, certain products or services available through the Site may be subject to additional or separate terms and conditions specific to that offering ("**Supplemental Terms**"). In such cases, you will be presented with the applicable Supplemental Terms prior to use, and your registration, continued use, or purchase of that product or service will be subject to your acceptance of those terms. In the event of a conflict between these Terms and any applicable Supplemental Terms, the Supplemental Terms shall govern with respect to the specific product or service to which they apply.
- 20 **Contact Information.** If you have questions or concerns about these Terms, then please contact us by email at midmarkcorporation@midmark.com, telephone at 1.800.MIDMARK, or mail to Midmark Corporation, 60 Vista Drive, Versailles, OH 45380.