

## Terms of Use

Welcome to the Penumbra, Inc. (“Penumbra” or “We” or “Us”) website (the “Website”). These Terms of Use (“Terms”) are a contract between you and Penumbra which govern use of the Website. Your access to and use of the Website is subject to these Terms.

Penumbra does not intend for the Website to be used by any individuals who cannot form legally binding contracts under applicable law. If you are under the age of eighteen (18), you do not have permission to use the Website. Further, this Website is not intended to be directed to children.

### Modifications

We may modify these Terms from time to time. Upon each visit to the Website, you should review the current Terms. You must stop using the Website if you do not agree to the then-current Terms.

### The Website

The Website is not intended to provide medical advice. We urge you to contact a health care professional for detailed information about medical conditions and treatment.

The Website is not intended for audiences outside of the United States and the Website may contain references to Penumbra products, programs and services that are not available in countries outside of the United States. Such references do not imply that Penumbra intends to make such products, programs or services available in other countries or that such products may lawfully be used in or imported into other countries. Penumbra reserves the right, without prior notice, to discontinue or change products, programs and services at any time without incurring any obligations to any party.

### Prohibited Uses

You may not take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website or bypass any measures we may use to prevent or restrict access to the Website. You may not use or access the Website for any fraudulent or unlawful purpose. You may not modify any portion of the Website. You may not restrict or inhibit the ability of any other person to access or use the Website.

### Content

All text, graphics and other information and materials on the Website (“Content”) is subject to change without notice.

Penumbra grants you permission to use the Website for your personal, informational, non-commercial use. The use of any Content for commercial purposes is expressly prohibited without the prior written consent of Penumbra.

All Content is copyrighted and proprietary to Penumbra. Any Content that is a registered or unregistered trademark, logo, or service mark is protected by trademark law. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or other grant of right to use any patent, copyright, trademark, service mark or other intellectual property of Penumbra or any third party, except as

expressly provided herein. You are advised that Penumbra will enforce its intellectual property rights to the fullest extent provided by law.

### **Third Parties**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, company name or otherwise, does not necessarily constitute or imply the endorsement or recommendation of such by Penumbra. Any views expressed by any third party on the Website (including recorded interviews) are solely the views of such third party, and Penumbra assumes no responsibility for the accuracy or veracity of any statement made by such third party.

### **Information You Submit**

You are solely responsible of all information that you submit to the Website. Should you choose to send any feedback or data, including, but not limited to, any ideas, comments, suggestions or questions regarding any Penumbra product or service or the Content of the Website, such information shall be deemed to be non-confidential and Penumbra shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation.

Please be aware that information submitted through the Website may be used internally and/or shared with Penumbra's third parties. Please reference Penumbra's Privacy Notice for more information about how Penumbra collects, uses, shares, and protects information gathered through the Website.

### **Disclaimer of Warranties and Limitation of Liability**

The Website and all Content are provided "AS IS." Penumbra makes no representation or warranty whatsoever regarding the completeness, accuracy, adequacy, suitability, functionality, availability, or operation of the Website or the Content. By using the Website, you assume the risk that the Content may be incomplete, inaccurate, out of date, or may not meet your needs and requirements.

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### **Indemnification**

You agree, at your own expense, to indemnify, defend and hold harmless Penumbra, its parents, subsidiaries and affiliates, and their officers, directors, employees, agents, distributors and licensees, from and against any judgments, losses, deficiencies, damages, liabilities, costs, claims, demands, suits, and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in, arising out of or in any way related to your breach of the Terms, your use of the Website or Content, or any of your other acts or omissions.

### **Governing Law**

The laws of California and the United States shall govern use of the Website. You agree that any action, suit, or proceeding arising from or related to use of the Website shall be brought exclusively in the federal or state courts in Alameda County in the State of California without regard to choice of law or conflicts of law provisions.

### **Severability**

If any of these provisions shall be deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provision.

### **Contact Us**

If you have any questions about the Terms, please contact [legal@penumbrainc.com](mailto:legal@penumbrainc.com)