**[Your previous policy was too long and read too much like you were also warranting certain services, etc. Policy should be just that – statement of policy, most all else should be in your TOS and EULA, as appropriate ]**

**Privacy Policy**

**IMPORTANT – READ CAREFULLY:** This policy describes the types of information Mayo Surgical, LLC, its parent, subsidiaries and affiliate companies ("Mayo Surgical" or "we") may collect from you ("you" or "your") or that you may provide when you visit this Website and its related sites (our "Website") and our practices for collecting, using, maintaining, protecting and disclosing that information. We have posted terms and conditions that also govern your use of this website. Use of this website and/or content and/or information provided or displayed on or through this website may also be subject to license (ours or others), regulation, and/or other/additional terms and conditions.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our website. By accessing or using this website, you agree to this privacy policy. This policy may change from time to time. The date the privacy policy was last revised is identified at the bottom of this policy. You are responsible for periodically visiting our website and this privacy policy to check for any changes. Your continued use of this website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

**Information We Collect About You and How We Collect It**

We respect the right to privacy of all visitors to this website. We do not seek to collect information that would personally identify you unless you choose to provide it. For example, if you choose to use our forums, applications, web-based or other electronic services that are accessed or offered through this website, the privacy policy and terms of use of those sites will apply. The personal information that you submit via response forms on this website is shared only with those people (for example, but not limited to, our employees, contractors, partners, and/or service providers) who need this information to respond to your question or request. We may also collect certain non-identifying information that allows the website to communicate with your computer or other of your devices during your use of the website. We may also track certain technical elements, such as “cookies”, Web beacons, Web bugs, pixel tags, and similar technology, related to your navigation and use of the website for technical reasons and to allow us to understand and improve the experience of using the website for our users. If you object to this, please refer to your web browser’s documentation for information on erasing or blocking such tracking elements. Except as described in this policy, we do not save personal information to use for other purposes, nor do we provide it to any other organizations – except as may be required to be utilized to address any inappropriate use of our website or as required by law or court order.

**Information from Children**

This website is not intended for use for children under 13 years of age. No one under age 13 may provide any information to, through, or on the website. We do not knowingly collect personal information of children under 13. If you are under the age of 13, do not use or provide any information on this website or through any of its features or applications.

**Hyperlinks**

This website may contain links to other websites that we do not own, control, or maintain. We cannot be, and are not, responsible for their privacy policies and practices, and we do not make any representations or warranties about the privacy policies, or your use, of any website which is linked to or from which you linked to this website. We recommend that you read and understand all policies and terms of use with respect to those other website and that you contact its operator if you have questions or concerns.

**Use of and/or Disclosure of Information**

We may use and/or disclose certain information that we collect or you provide, as described in this policy:

* To our parent, subsidiary, or affiliated companies
* To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolutions, sale, or other transfer of some or all of our assets, in which the information held by and through this website is among the assets being transferred
* To fulfill the purpose for which you provided it or any other purpose disclosed by us when you provide the information
* With your consent
* To comply with any court order, law or legal process, including to respond to any government or regulatory request
* If we believe it is necessary or appropriate to protect the rights, property, or safety of ourselves or others

**Opt Out / Modification of Information**

If you do not want to be on our mailing list, you can opt out at the time of sign-up or later by using the unsubscribe feature in the footer of an email from us. If you wish to request removal or modification of your personally identifiable information provided through this website, you can contact us and we will make reasonable efforts to accommodate your request, provided you inform us of the context in which the information was provided to us.

**Privacy Policy Updates**

This policy may be updated from time to time in response to technology, regulatory, or other changes in business conditions or our operations. We reserve the right to update this policy at any time, and in our sole discretion, with or without notice to you. This policy was last updated December 2014.

**[Your terms of use should focus on use of the website, but set aside password protected areas that are gateway/subject to separate terms or license/use Not good to put everything in the hopper on your company info site]**

**Terms of Use**

**IMPORTANT – READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING OR OTHERWISE USING THIS WEBISTE, YOU CONSENT TO THE FOLLOWING TERMS AND CONDITIONS.**

Please also review our [Privacy Policy], which also governs your visit to our website, to understand our practices.

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* The name and contact information of the complaining party,
* Sufficient information to identify the copyrighted work or works,
* The allegedly infringing material and its location on our Website or service,
* A statement by the rights holder that it has a good faith belief that there is no legal basis for the use of the materials complained of,
* A statement of the accuracy of the notification and, under penalty of perjury, that the complaining party is authorized to act on behalf of the rights holder, and
* The notification must be signed physically or using an electronic signature by the rights holder or person authorized to act on behalf of the holder of the exclusive right that is allegedly infringed.

We will take reasonable steps to identify, and deny access to our Website or services by, individuals who are repeat offenders of other's copyrights.

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**Certain Website Use by You**

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If you submit information to the Website (e.g., in chat rooms or customer ratings and review areas which may include data, text, software, music, sound, photographs, graphics, video, messages, or other materials (each, a "User Posting")., you grant us an irrevocable, nonexclusive, worldwide, royalty-free license (sublicensable through multiple tiers) to (in any media now known or not currently known or invented) link to, utilize, use for any purpose, copy, exploit, and prepare derivative works of the submitted information. No information you submit shall be deemed confidential. However, you agree that we may use, process and display your personally identifiable information in accordance with the terms of our Privacy Policy. YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY INFORMATION YOU SUBMIT TO US. You agree that you are solely responsible for all of your User Postings and understand that you may not have recourse to edit or remove your User Postings. You consent to having your personal data transferred to and processed in the United States. You will release, protect, defend, indemnify and hold harmless Mayo Surgical, LLC, its parent, subsidiaries and affiliates, its suppliers, partners, and service providers (of any tier), and the officers, directors, employees, contractors, and agents of all the foregoing from and against any legal claim by a third party based upon the content of your User Posting. By submitting a User Posting, you represent and warrant that:

a. you are at least 13 years old;

b. you own all rights in your User Postings (including, without limitation, all rights to the audio, video, or digital recording and the performance contained in your User Postings) or, alternatively, you have acquired all necessary rights (including all payment of any kind arising from the exploitation of the User Posting) in your User Postings to enable you to grant to us the rights in your User Postings described herein;

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