

## **SOCIAL MEDIA TERMS OF USE**

Cochlear Limited ("Cochlear") and its subsidiaries and affiliates (collectively, "we," "us," "our" and the "Cochlear family of businesses") welcome you to our social media channels.

The Cochlear Facebook pages, Twitter accounts, Instagram account, YouTube channels, and Google+ accounts (collectively, "social media channels") are social media channels for community members to connect with our company. Our goal is to provide useful and interesting content about our company, and to foster an open and respectful dialogue.

Your use of the Cochlear social media channels is subject to these Social Media Terms of Use, the Cochlear website Terms of Use ([link](#)) and the terms of use of the social channel from which you accessed these Social Media Terms of Use.

### **No advice**

The content available on this page is not intended to be used in place of the advice of your physician or other healthcare professional, and does not constitute medical advice. Please seek advice from your medical practitioner or health professional about treatments for hearing loss. All products should be used only as directed by your medical practitioner or health professional. You should never delay obtaining medical advice because of something you have read online. Additionally, the communication of this content via the internet or other means does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between you and us.

Please note that some products may not be available in all countries. Please contact your local Cochlear representative.

While Cochlear takes every effort in ensuring all information posted is correct, we do not represent that the information on Cochlear's social media channels is accurate, complete, reliable or current. You read all Content (as defined below) at your own risk.

### **Guidelines on posting**

Cochlear Limited respects the rights of individuals using social media to voice their views and opinions. However, within our social media channels, we reserve the right to remove comments that are considered inappropriate, defamatory, offensive, off-topic, abusive, unlawful or being used to promote and solicit for third-party sites, initiatives or products. Cochlear also reserves the right to remove any statement made on our social pages that is inconsistent with the approved use of our products, or that are otherwise incorrect or misleading.

If you are a recipient, we cannot address or comment on your specific personal treatment-related questions or issues in this forum. Please avoid discussions about medical advice; these are conversations that you should have with a medical professional.

### **Your content**

You are responsible for the testimonials, comments, and content ("Content") that you submit to our social media channels and you have full responsibility for each such Content you submit, including its legality, reliability, appropriateness and accurateness. You agree that

any Content you submit to our social media channels is provided on a non-proprietary and non-confidential basis.

You agree that by posting Content on our social media channels, you grant to Cochlear a perpetual, sublicensable, non-exclusive, worldwide, royalty-free license to (in any media, whether now known or not currently known or invented) to use, copy, reproduce, process adapt, modify, publish, transmit and display and distribute such Content without attribution, compensation or royalties. You acknowledge and agree that Cochlear may refuse to use, modify, delete, or remove any Content, with or without cause and with or without notice, for any reason or no reason, or for any action that Cochlear determines is inappropriate or disruptive to these sites or to any other user of these sites and/or services.

Further, by submitting Content you represent and warrant to Cochlear that you are the sole owner of the Content and that Cochlear's use of the Content will not violate the rights of any third party, including, but not limited to copyright rights; and that you will defend and hold Cochlear harmless from any and all claims arising from Cochlear's use of the Content.

### **No endorsement**

Liking, sharing, re-tweeting, linking to or following a page, comment or person is not considered an endorsement or support of any kind. Cochlear does not endorse any opinions expressed by others within its social media channels, and any Content posted by anyone other than Cochlear is the responsibility of the submitter and not Cochlear. Content posted by third parties on this site remains the responsibility of the party posting the content and is not adopted or endorsed by Cochlear or represent Cochlear viewpoints. Cochlear does not endorse or adopt any content on a third-party site that may be linked to from this page.

Cochlear is not affiliated with the host of the social media channels and has no control over how Facebook, YouTube, Twitter, Instagram or other third parties will use the information you share on this site. You should be familiar with the third parties' privacy and security policies, and understand how your information can be displayed and used throughout the site as well as other third-party sites that may be linked to by the host of the social media channels. For information about how Cochlear may use the information you provide, please visit our [Privacy Policy](#).

### **Feedback**

Any feedback that you provide to us (for example, by posting them) through the social media channels will be and remain the exclusive property of Cochlear, and Cochlear may use such feedback in any manner Cochlear deems appropriate without providing notice or compensation to you, and without seeking your permission. By providing feedback, you are deemed to have assigned to Cochlear all worldwide rights, title and interests in your feedback, including all copyrights and other intellectual property rights in your feedback. This means, for example, that we can use your comment or idea to modify or improve our social media channels, or to make changes to our products or services, or in any other way we want without restriction, and we do not have to compensate you. For this reason, you must not provide us with any feedback that you do not wish us to use.

## **Contests**

We may run contests to stimulate sharing of your experience of using Cochlear™ products. In all cases, contests are for entertainment purposes only, and void where prohibited by law.

## **Complaints**

Our social media platforms are not the appropriate place to resolve issues, complaints or suggestions about individual sales and service experiences or our products. This does not mean we do not want to hear about such issues, but these types of concerns are best handled by trained representatives. If you're interested in sharing comments or feedback outside the scope of these platforms, you can send a message through the "Contact Us" tab on Cochlear.com.

You agree that your communication and any included information and materials may be disclosed to Cochlear employees, consultants, other representatives, and third parties at Cochlear's sole discretion. You further agree that Cochlear is under no obligation to treat your communication as proprietary or confidential and shall not be limited in its right to use the communication for any purpose.

## **Governing Law**

The Social Media Terms of Use shall be governed under the laws of the state of New South Wales, Australia, without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Social Media Terms of Use shall be venued non-exclusively in state or federal court in New South Wales, Australia. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

## **Changes to Social Media Terms of Use**

We reserve the right to update or revise these Social Media Terms of Use, at any time and without prior notice, by posting the revised version on our websites or on the social media channels. Your use of any one of our social media channels following any such change constitutes your agreement to be bound by the revised Social Media Terms of Use.

These Social Media Terms of Use were last updated on 26 March 2016.