Terms of Use

Welcome to the C. R. Bard, Inc. ("Bard") Internet site. The information provided on this Internet site is for general informational and educational purposes only. Please read and review these Terms of Use carefully before accessing or using this Internet site. By accessing or using this Internet site, you acknowledge that you have read, understood and agreed to these Terms of Use without limitation or qualification. If you do not agree to these Terms of Use, you may not access or use this Internet site.

1. Use of Internet Site. The information provided on this Internet site is for general informational and educational purposes only. Certain sections of this Internet site are intended for particular audiences including Bard's employees, customers and shareholders, as well as members of the health care community and the general public. Your access to and use of the information contained in this Internet site is subject to these Terms of Use. We may change these Terms of Use at any time without notice. Please review the Terms of Use each time you visit this Internet site. By accessing or using this Internet site, it means you accept the most recent version of these Terms of Use.

2. Content. Bard will use reasonable efforts to include up-to-date and accurate information in this Internet site, but makes no representations, warranties, or assurances as to the accuracy, currency or completeness of the information provided. You agree that access to and use of this Internet site and the content hereof is at your own risk. All information on this Internet site is provided "AS IS." BARD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER BARD NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS INTERNET SITE SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE THIS INTERNET SITE, OR ANY ERRORS OR OMISSIONS IN OR RELIANCE ON THE CONTENT HEREOF. THIS LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT.

3. Privacy. Bard respects the privacy of its Internet site users. Please refer to Bard's Internet Privacy Policy that explains users' rights and responsibilities with respect to information that is disclosed on this Internet site.

4. Third Party Internet Sites and Links. This Internet site may contain links or references to other Internet sites maintained by third parties over whom Bard has no control. Such links are provided merely as a convenience. Bard does not review the content of such sites. Similarly, this Internet site may be accessed from third party links over which Bard has no control. BARD MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO THE ACCURACY, CURRENCY, OR COMPLETENESS OF ANY CONTENT OR INFORMATION CONTAINED IN SUCH INTERNET SITES AND SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES OF ANY KIND ARISING FROM SUCH CONTENT OR INFORMATION. Inclusion of any third party link does not imply an endorsement or recommendation by Bard.
5. **Medical Information.** This Internet site may contain general information relating to various medical conditions and their treatment. Such information is provided for informational purposes only and is not meant to be a substitute for advice provided by a doctor or other qualified healthcare professional. You should not use the information contained herein for diagnosing a health or fitness problem or disease. You should always consult with a doctor or other healthcare professional.

6. **Forward Looking Statements.** This Internet site may contain "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historic or current facts. They may use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe" and other words and terms of similar meaning in connection with discussions of future operating or financial performance. In particular, forward-looking statements may relate to prospective products or product approvals, future performance or results of current and anticipated products, sales efforts, expenses, the outcome of contingencies, such as legal proceedings, and financial results. Because actual results are affected by risks and uncertainties, the company cautions investors that actual results may differ materially from those expressed or implied. It is not possible to predict or identify all such risks and uncertainties, but factors that could cause the actual results to differ materially from expected and historical results include, but are not limited to: health care industry consolidation resulting in customer demands for price concessions and contracts that are more complex and have longer terms; competitive factors, including competitors’ attempts to gain market share through aggressive marketing programs; the development of new products or technologies by competitors and technological obsolescence; reduction in medical procedures performed in a cost-conscious environment; legislative or administrative reforms to the United States Medicare and Medicaid systems or other United States or international reimbursement systems in a manner that would significantly reduce reimbursements for procedures using the company's medical devices; the acquisition of key patents by competitors that would have the effect of excluding the company from new market segments; the uncertainty of whether increased research and development expenditures will result in increased sales; government actions or investigations affecting the industry in general or the company in particular; economic factors that the company has no control over, including changes in inflation, foreign currency exchange rates and interest rates. A further list and description of these risks, uncertainties and other factors can be found in the Company's 10-K and 10-Q reports filed from time to time with the SEC. The company assumes no obligation to update forward-looking statements as circumstances change. You are advised, however, to consult any further disclosures the company makes on related subjects in the company's 10-K, 10-Q and 8-K reports.

7. **Non-Confidential Information.** Subject to any applicable terms and conditions set forth in our Internet Privacy Policy, any communication or other material that you send to us through the internet, or post on this Internet site by electronic mail or otherwise, such as any questions, comments, suggestions or the like, is and will be deemed to be non-confidential and Bard shall have no obligation of any kind with respect to such information. Bard shall be free to use any ideas, concepts, know-how or techniques contained in such communication for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products. In
the event of any such usage, you agree that Bard shall have no obligation to you, including those of a monetary nature.

8. **Trademarks.** All product names, trade names, service names, tag lines or logotype distinguished in form, text or otherwise from surrounding text, whether or not appearing in large print or with the trademark symbol, are trademarks, service marks, trade names and/or trade dress (collectively referred to as the "Marks") of Bard, its affiliates, related companies or its licensors (in fact or implied) or joint venture partners, unless otherwise noted. Such Marks are variously protected by the laws of the United States and other countries. No use of any of these Marks may be made without the prior, written authorization of Bard, except for the sole purpose of identifying the products or services originating from Bard. Moreover, any such use must also be in compliance with all applicable state and federal laws. The use or misuse of these Marks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and other state and federal regulations and statutes. Be advised that Bard actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

9. **Copyrights.** The entire content of this Internet site, including but not limited to text, photographs, illustrations, video, sound and other material (collectively referred to as "Content") is subject to copyright protection. Copyright © 1997-2010 C. R. Bard, Inc., Murray Hill, New Jersey, USA. All rights reserved. Surgical image used in the About Us/Bard Innovations section of this C. R. Bard, Inc. Internet Site, copyright © 1997, PhotoDisc, Inc. The Content may not be copied other than for non-commercial individual reference with all copyright or other proprietary notices retained, and thereafter may not be recopied, reproduced or otherwise redistributed. Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit or otherwise use Content or any portion thereof in any form, or create any derivative work based on such Content, without the express written consent of Bard. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, Mark or copyright of Bard, or any third party.

10. **Void Where Prohibited.** This Internet site and its contents are intended to comply with the laws and regulations in the U.S. Although the information on this Internet site is accessible to users outside of the U.S., the information on the Internet site pertaining to Bard products is intended for use only by residents of the U.S. Other countries may have laws, regulatory requirements and medical practices that differ from those in the U.S. This site links to other sites produced by Bard's various operating divisions and subsidiaries, some of which are outside the U.S. Those sites may have information that is appropriate only to that particular originating country. Bard reserves the right to limit provision of our products or services to any person, geographic region or jurisdiction and/or to limit the quantities or any products or services we provide. Any offer for any product or service made on this Internet site is void where prohibited.

11. **Governing Laws.** These Terms of Use and your use of this Internet site shall be governed by the laws of the United States of America and the State of New Jersey without regard to its
conflicts of laws principles. Any legal action or proceeding related to this Internet site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in New Jersey.

12. **Availability of Products.** The products of Bard referred to on this Internet site may not be available for sale in all countries. No representation is made by Bard as to the availability of a particular product in a particular country. For the availability of a particular product in your country, please contact us.

13. **Physicians.** Bard or any of its subsidiaries or affiliates may, through its Internet site, assist you in searching for or identifying a physician or clinic in your area able to treat a certain condition. In such cases, Bard or its subsidiaries or affiliates does not have any ownership or direct financial interest in any of the specific physicians or clinics listed and does not endorse, certify or recommend any of these physicians or clinics. Neither Bard nor any of its subsidiaries or affiliates guarantees nor makes any warranties, express or implied, as to the quality of medical advice or care given by any physician or clinic.

14. **Miscellaneous.** If any provision of these Terms of Use is held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions. Bard reserves the right to alter or delete materials from this Internet site at any time at its discretion.