

# Terms of Use & Privacy Policy

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## TERMS OF USE INTRODUCTION

NuEar.com and NuEarPro.com (each referred to herein as the "Website") are owned and operated by Starkey Laboratories, Inc. d/b/a Starkey Hearing Technologies ("Starkey"). The following terms and conditions (these "Terms of Use"), govern your access to and use of this Website, including any content, functionality and services offered on or through the Website. Your use of this Website is conditioned upon your acceptance of these Terms of Use. If you do not agree to these terms and conditions, you are not authorized to access or use this Website. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### ^ Acceptable Use

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Starkey grants you permission to access and use this Website for your personal, non-commercial purposes only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you make take such actions as are enabled by such features.

### ^ Prohibited Uses

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You agree that you will not:

- Use the Website in any way that violates any applicable federal, state, local or international law.
- Use the Website to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Starkey or users of the Website or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### ^ Intellectual Property

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This Website and all of its contents, features and functionality (including but not limited to the information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are the property of Starkey and its licensors and other suppliers of such material and are protected by U.S. and international copyright, trademark and other intellectual property rights laws.

### ^ Trademarks

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## ^ Healthcare Disclaimer

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The information presented on this Website is not intended to be medical advice and should not be relied upon as such. If you suspect a hearing problem, Starkey Hearing Technologies strongly urges you to consult with a qualified physician or hearing professional.

## ^ Disclaimer of Warranties

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STARKEY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## ^ Limitation on Liability

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IN NO EVENT WILL STARKEY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## ^ Indemnification

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You agree to defend, indemnify and hold harmless Starkey, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

## ^ Governing Law and Jurisdiction

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All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in courts situated in the State of Minnesota, and you consent to the jurisdiction of such courts.

## ^ Waiver and Severability

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No waiver by Starkey of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Starkey to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## Privacy Policy Introduction

Your privacy on the Internet is of the utmost importance to us. At Starkey, we want to make your experience online satisfying and safe. Because we gather certain types of information about our users, we feel you should fully understand our policy and the terms and conditions surrounding the capture and use of that information. The information you provide is safeguarded. This Privacy Policy discloses what information we gather and how we use it. It applies to information we collect on this Website, including through electronic messages between you and the Website (for example, when you submit a message using our "Customer Service/Feedback" form or when you complete the "Request an Appointment" form). It does not apply to information collected by us offline or through other means, or to information collected by third parties, including through any application or content that may link to or be accessible from this Website. By accessing or using this Website, you agree to this Privacy Policy. Please review it carefully. This Privacy Policy does not apply to MyNuEar.com. You should review the Terms of Use & Privacy Policy (<http://mynuear.com/privacy-policy>) on MyNuEar.com when you use that Website.

### ^ Information Starkey gathers and tracks

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We gather three types of information about users:

- Information that users provide through optional, voluntary submissions. This information may include personal information, such as your name, phone number, email address, state and zip code. We collect this information to respond to requests from users, customize our features for individual visitors who are Starkey customers and to notify customers about updates to our site and products or services.
- Information that we collect automatically as you navigate the Website. This information may include usage details, IP addresses and information collected through tracking technologies such as cookies and web beacons. Information Starkey gathers through aggregated tracking is used to determine which areas of our sites users like and don't like based on traffic to those areas. We do not track what individual users read, but rather how well each page performs overall. We collect this information in order to determine how to create the best experience for our customers. We may track search terms entered in our Search function as one of many measures of what interests our users, but this tracking is never associated with an individual user.
- Chat sessions. If you use Starkey's online chat capability with our Customer Service group, the chat information may be stored for quality control purposes.

### ^ Policy Amendment

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Starkey approaches Internet communications with a strong commitment to individual privacy rights and concerns. As the Internet evolves, our policy will continue to change and develop. We therefore reserve the right to amend this Privacy Policy at any time with or without prior notice. Please check this page periodically for changes. Your continued use of the sites following any changes to this Privacy Policy will constitute your acceptance of such changes.

### ^ Use of Personal Information

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Starkey strictly protects the security of your personal information and honors your choices for its intended use. We disclose your information to no third parties unless it is specifically stated otherwise. We may use third party contractors to help us operate our business and the sites or administer activities on our behalf, and may share your personal information with these contractors for those limited purposes. We use your information solely to fulfill services, transact a purchase, and help us improve our Website and product offerings to you. Notwithstanding any other provision to the contrary, Starkey reserves the right to cooperate with local, state and federal officials in any investigation relating to any purported illegal activity(ies) and, when required by law, regulation, legal process or government requests, to disclose any personal information furnished by you or collected by Starkey to law enforcement authorities or other relevant or related third parties.

Some of the features on this Website allow you to communicate with us using an online form. If your communication requests a response from us, we may send you a response via e-mail. The e-mail response or confirmation may include your personal information, including your name, address, etc. We cannot guarantee that our e-mails to you will be secure from unauthorized interception.

### ^ Accessing and Correcting Your Information

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You may contact us ([/contact-nuear-hearing](#)) if you wish to view, edit, or delete your personal information from our database, and we will use commercially reasonable efforts to accommodate your request. You may also contact us if you believe that any inaccurate or inappropriate information has been obtained or provided to others through your use of this Website.

### ^ Your California Privacy Rights

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California Civil Code § 1798.83 permits our visitors who are California residents to request certain information regarding our disclosure of personal information to third-parties for their direct marketing purposes. To make such a request, please contact us (/contact-nuear-hearing) and indicate whether you are a California resident.

California law requires us to let you know how we respond to web browser "Do Not Track" signals. Our Website does not currently support "Do Not Track" codes. That is, Starkey does not currently respond to or take any action with regard to "Do Not Track" requests.

#### ^ Users Outside of the U.S.

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Your information may be stored and processed in the United States or any other country in which Starkey or its affiliates, subsidiaries or agents maintain facilities. Your information may be processed in countries with different data protection standards than your country of residence. By using this site and providing Starkey with your personal information, you agree that you have read this policy and consent to any transfer, processing or storing of your information outside of your country of residence.

#### ^ Children

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Consistent with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly request personally identifiable information from anyone under the age of 13 without requesting parental consent.

#### ^ Cookies and Other Automatic Data Collection Technologies

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As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system and browser type.
- The Website may use "cookies" and other technologies such as pixel tags and web beacons.

We may place a text file called a "cookie" in the browser files of your computer. Starkey uses cookies to track user traffic patterns (as described above). You can refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You do not need to have cookies turned on to use this site; however, it will help you to participate more actively in some features.

Our Website permits you to use a third party social networking platform such as Facebook, Twitter, and Google+. This includes use of social media plugins such as Facebook "Like", Tweet and Google "+1" buttons, etc. When you use social networking platforms and plugins, you share your information with them and their privacy policy applies to disclosure of such information. In addition, these social networking platforms may collect information about you, including your use of the Website. Such services may allow your activity to be monitored across multiple websites for purposes of delivering more targeted advertising. Please note that their own privacy policies apply and we encourage you to read them. We may add new social networking plugins and buttons to our Websites from time to time.

#### ^ Healthcare disclaimer

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The information presented on nuear.com (<http://www.nuear.com>) or nuearpro.com (<http://www.nuearpro.com>) is not intended to be medical advice and should not be relied upon as such. If you suspect a hearing problem, NuEar strongly urges you to consult with a qualified physician or hearing professional.

#### ^ Links to Other Websites and Services

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The Starkey Websites may contain links to other sites that are not under our control. These Websites have their own policies regarding privacy. You should review those policies when visiting the Websites. Starkey has no responsibility for linked Websites and is not responsible for the content of any such site. Starkey provides these links solely for the convenience and information of our visitors.

#### ^ Security

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Starkey operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided by our customers. Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk.

#### ^ Entire Agreement

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The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Starkey with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

[^ Contact Us](#)

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If you have questions about the Terms of Use, Privacy Policy or your experience with any of our sites, please contact us (</contact-nuear-hearing>).

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