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While visiting the Phonak Site, you may not:

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- Post or transmit any information or software, which contains a virus, trojan horse, worm or other harmful or disruptive component.
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2. Monitoring

Phonak has no obligation to monitor the Phonak Site. However, you agree that Phonak has the right to monitor the Phonak Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Phonak Site properly, or to protect itself or its subscribers. Phonak will not intentionally monitor or disclose any private electronic-mail message unless required by law. Phonak reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

3. Privacy

Phonak cannot ensure or guarantee privacy for Phonak users. It is therefore recommended that this service not be used for the transmission of confidential information. Any such use shall be at the sole risk of the user, and Phonak and its affiliates, suppliers and related companies shall be relieved of all liability in connection therewith.

4. Buying over the Internet

When making purchases or conducting other transactions through the Phonak Site or the Internet, you may be asked by the Merchant or Information or Service Provider, to supply certain information, including credit card or other payment mechanisms. You agree that all information you provide any merchant or Information or Service Provider through the Phonak Site will be accurate and complete. You agree to pay all charges incurred by you or other users of your account or credit card or other payment mechanisms at the prices in effect when such charges are incurred. You also will be responsible for paying all applicable taxes, if any, relating to purchases on the Phonak Site. Phonak is in no way responsible for any charges you or any user of your account incurs when making purchases or other transactions in this manner.

5. Limitation of Liability

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6. Recourse

If you are dissatisfied with the Phonak Site or with any terms, conditions, rules, policies, guidelines, or practices of Phonak in operating the Phonak Site, your sole and exclusive remedy is to discontinue using the Phonak Site.

7. Confidential Information

You authorise Phonak to collect from any party and to retain all relevant information relating to your use of the Phonak Site, and you hereby authorise any party to provide us with such information.

8. Indemnity

You agree to defend, indemnify and hold Phonak and its affiliates, suppliers and related companies harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or users of your account, or in connection with the use of the Phonak Site or the Internet or the placement or transmission of any message, information, software or other materials on the Phonak Site or on the Internet by you or users of your account.

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