

## Terms of Use

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### 1. General Conditions

This website is owned and operated by Seqirus. Your access to this website is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the website (the "General Conditions"). Seqirus reserves the right to amend the General Conditions at any time. Any modifications to the General Conditions will be effective upon posting. You agree to review the General Conditions periodically so that you are aware of any modifications. Your continued use of the website after any modifications indicates your acceptance of the modified General Conditions.

**THESE TERMS OF USE INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE WEBSITE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THESE TERMS OF USE ALSO INCLUDE A JURY WAIVER. MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION BELOW.**

### 2. Site Information

**PLEASE NOTE THAT NO INFORMATION IN THIS WEBSITE IS PROVIDED WITH THE INTENTION OF NOR SHOULD IT BE VIEWED AS GIVING MEDICAL ADVICE OR INSTRUCTION ON THE CORRECT USE OF PRODUCTS MANUFACTURED OR DISTRIBUTED BY SEQIRUS.**

Seqirus offers the information on this website for general educational and informational purposes only. This information is not intended as a substitute for advice, treatment, or recommendations from health care professionals. It is important to follow the advice of your physician and other health care professionals regarding your individual medical and health care needs. Please consult with your physician or other health care professional before using any drug product discussed within this website. Seqirus is not engaged in rendering medical advice or services.

### 3. Scope of Use

Except for our website users downloading of a single copy of this website for informational, non-commercial purposes, no content on this website is to be copied, downloaded, or stored for any other purpose, nor is such content to be disseminated to any party or for any purpose, without the express, written permission of Seqirus. Seqirus retains the right, at any time, without prior notice, and with or without cause, to restrict or terminate a user's use of or access to this website.

### 4. Ownership

Unless indicated to the contrary, Seqirus owns all information, photographs, images, text, materials, icons, audio clips, graphics, software, names, logos and trademarks contained on this website (the "Content"), including all improvements or modifications thereof, all derivative works based thereon, and the collection, arrangement, and assembly of the website, including all copyrights, trademarks, and other intellectual property or proprietary rights in the foregoing. You may reproduce in whole or in part the Content only if:

- The reproduction is not for public or commercial purposes; and
- You keep all Content intact and in the same form as presented on this website (including all copyright, trademark and other proprietary notices).

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Unless indicated to the contrary, the trademarks contained on this website are trademarks of Seqirus or its affiliates. Where a mark is indicated as a registered mark it is registered in the United Kingdom and may also be registered in other jurisdictions. No such trademarks may be used in connection with any other product or service, in any manner that is likely to cause confusion among consumers, or to disparage or discredit Seqirus or its affiliates. Nothing contained in this website is to be construed as a license or any right to use a trademark displayed on this website without the express written permission of Seqirus.

Nothing in these General Conditions shall be deemed to grant to you or any other user any license or right in or to any patent, copyright, trademark, trade secret or other proprietary right of Seqirus.

**5. Links**

This website contains links to third party websites. These linked websites are not under the control of Seqirus and Seqirus is not responsible for the contents of any linked websites or any hyperlink contained in any linked websites. Seqirus provides these links as a convenience only and the inclusion of any link does not imply any endorsement of the linked website by Seqirus. You follow links to any linked websites entirely at your own risk. Seqirus expressly disclaims any liability with regard to access to such websites.

If you are linking to this website from your own website, you must link directly to the home page of this website and not to any other page within this website.

**6. Disclaimer**

While Seqirus has used reasonable efforts to ensure that the Content contained on this website is correct and current at the time it is published, Seqirus makes no representation and gives no warranty that the Content contained on this website is complete or accurate and takes no responsibility for any error, omission or defect in such Content.

This website may contain forward looking statements. Such statements are subject to many factors which may cause Seqirus's plans or results to differ from those expected. These include unexpected preclinical or clinical results, the need for additional research and development, delays in manufacturing, access to capital and funding and delays in the development of commercial relationships. Seqirus undertakes no obligation to publicly release or update the results of any forward looking statements which may be made to reflect events or circumstances including the occurrence of unanticipated events after the date at which those statements are made.

**7. Limitation of Liability**

To the maximum extent permitted by law, Seqirus disclaims any and all liability to any person or entity, whether based in contract, tort, strict liability or otherwise, for any damages, whether direct, indirect, incidental, consequential, or special, including loss of business or other profits, arising out of or in any way connected to any action or failure to act by that person, in accessing, downloading, using or relying on any Content contained on this website whether caused by the negligence of Seqirus or otherwise and regardless of whether or not Seqirus has been advised of the possibility of such damages.

**8. Indemnity**

You agree to indemnify and hold Seqirus and its respective affiliates, licensors, directors, officers, members, managers, employees, agents, and representatives, harmless from and against any losses, costs, expenses or damages of any nature whatsoever (including attorneys' fees and court costs) arising from any claim, cause of action, suit or demand of any third party due to, arising out of or related to your violation of these General Conditions or the infringement or other violation by you of any intellectual property or other right of any person or entity.

**9. Virus Warning**

Seqirus does not represent or warrant that any files obtained from or through this website are free from computer viruses or other defects. Any such files are provided and may be used on the basis that the user accepts all responsibility for any loss, damage or other consequence resulting directly or indirectly from the use of those files.

## 10. Arbitration Agreement And Class Action Waiver

A. Mandatory Binding Arbitration. The parties to these Terms of Use agree that final and binding arbitration on an individual basis shall be the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of our website or these Terms of Use. The parties hereto acknowledge and agree that the Federal Arbitration Act and federal arbitration law apply to arbitrations under these terms and conditions (despite any other choice of law provision).

Arbitration under these terms and conditions shall be conducted by the American Arbitration Association (the "AAA"). For claims of less than or equal to \$75,000 (exclusive of attorney's fees, costs, and alleged punitive damages or penalties), the AAA's Consumer Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at <https://www.adr.org>. Any Notice of Arbitration should be mailed to us at the following address: Seqirus, 1020 First Avenue, King of Prussia, PA 19406.

B. Class Action Waiver. To the fullest extent permitted by applicable law, arbitration shall proceed solely on an individual basis without the right for any disputes to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others.

Disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction without a jury and not in arbitration.

C. Waiver of Rights, Including to Trial by Jury. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very limited. We both further agree that, whether a claim will be resolved in arbitration or in court, the parties both waive any right to a jury trial involving any claims or disputes.

## 11. Privacy

For further information regarding Seqirus's information handling practices, please refer to Seqirus's [Privacy Statement](#).

## 12. Governing Law

These General Conditions are governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

This website may be accessed from the United States and other countries worldwide. Since the laws of each State or country may differ, you agree that the statutes and laws of the Commonwealth of Pennsylvania, without regard to any principles of conflicts of law, will apply to all matters relating to the use of this website.

## 13. Expert Advice or Opinion

As a useful resource to our users, this website may contain expert opinions. Information in this website identified as expert opinion, or accessed from this website by hyperlink, represents the opinions of these respective experts, which are not necessarily those of Seqirus. Such experts are not employees of Seqirus and do not receive any compensation from Seqirus for the use of their opinions. Seqirus does not endorse, and is not

responsible for, the accuracy or completeness of any information or opinions set forth in such materials. Please note that expert advice reflects only the personal view of that expert -- in no case shall it be regarded as the opinion or responsibility of Seqirus.

#### **14. California Compliance Declaration**

Effective as of July 1, 2018.

NOTICE: This information is provided pursuant to the requirements of California Health & Safety Code, Section 119402, which requires pharmaceutical companies doing business in California to make the details regarding their compliance program available, to set an annual aggregate dollar limit for California HCPs and to make an annual written declaration of compliance with the compliance program.

1. California Health and Safety Code (Sections 119400-119402, "California Compliance Law") requires pharmaceutical companies to adopt a compliance program in accordance with the OIG Guidance and policies for compliance with the PhRMA Code. Seqirus has implemented a compliance program and will make appropriate updates as needed.
2. The California Compliance Law also requires pharmaceutical companies to set an annual aggregate limit on certain promotional expenditures provided to a medical or healthcare professional and defined under the statute. For purposes of compliance with the requirements of the California Compliance Law, Seqirus has established a specific annual aggregate dollar limit of \$2,000 USD on gifts, promotional materials or items or activities that Seqirus may give or otherwise provide to an individual medical or healthcare professional in California. This limit represents a spending cap; it is not a goal and average, customary or a typical amount. Seqirus has established internal monitoring mechanisms designed to help ensure compliance with our established annual spending limit in California.

The annual limit does not include:

- Payments for legitimate professional services and any meals or expenses associated with the provision of such services.
  - Patient educational materials provided to patients by their physician with the purpose of educating the patient or enhancing the patient's understanding or management of the condition.
3. The California Compliance Law requires pharmaceutical companies interacting with medical or healthcare professionals in California to make an annual written declaration of the compliance with their compliance program.

Seqirus has a compliance program tailored to meet the specific needs of the company. Internal monitoring mechanisms have been implemented which are designed to measure compliance with the spending limits as set by the company for California medical and healthcare professionals.

This declaration is not intended and should not be construed to imply that Seqirus can prevent individual employees from engaging in conduct that would be considered improper.

#### **15. Miscellaneous**

No agency, partnership, joint venture, or employment relationship is created as a result of these General Conditions, and you do not have any authority of any kind to bind Seqirus in any respect whatsoever. We may provide you with notices, including those regarding changes to these General Conditions, by email or postings on the website. These General Conditions, which shall be deemed accepted by you upon your use of the website, constitute the entire agreement among you and Seqirus regarding use of the website. Seqirus's failure to exercise or enforce any right or provision of these General Conditions shall not constitute a waiver of the enforcement of such right or provision. If any provision of these General Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these General Conditions shall otherwise remain in full force and effect and enforceable. These General Conditions are not assignable, transferable or sublicensable by you, except with Seqirus's prior written consent. The headings in these General Conditions are for convenience only and have no legal or contractual effect. These General Conditions include and incorporate the [Privacy Statement](#) for the website and any notices regarding the website.

#### **16. Contact**

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Please contact us as follows with any questions regarding these General Conditions: [privacy@cslobehring.com](mailto:privacy@cslobehring.com).