

# Boehringer Ingelheim Terms of Use

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## **I. Web site and App Content**

Our Web sites and Apps may contain from time to time information related to various health, medical and fitness conditions and their treatment (collectively, the “Content”). This Content is not intended to be a substitute for the advice, treatment or recommendations of a health care professional. You should always consult a physician for diagnosing and treating a health or fitness problem, and before using any drug product discussed on this site. BI is not engaged in rendering medical advice or services.

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### **A. Username and Password**

In order to access certain pages and features on our Web sites or Apps, you may be asked to register by creating a username and selecting a password. You agree that you are responsible for the safety and security of your username and password. If you believe that your username and password are being used without your permission, notify us immediately.

## **II. Consent to Use of Data**

You acknowledge and agree that the Web site or App collects both Personal Information, which you voluntarily provide and may identify you individually, and Non-Personal Information, which is passively collected and does not identify you individually. Personal Information may include your name, address, email address, phone number, financial account number, Social Security number, or Driver’s License number. Non-Personal Information includes gender, age, survey responses, page views, unique views, the type of mobile device and the operating system you use, which screens you visit and for how long, and logging of technical issues. You acknowledge and agree that We may collect, transmit, store, and use your Personal Information to fulfill your requests or provide you with products, services, or information related to the Web site or App. You also acknowledge and agree that We may collect, transmit, store, and use the Non-Personal Information to measure Web site and App traffic, recognize your computer or mobile device as a repeat user, track visitors’ uses across pages, facilitate the provision of Web site and App updates, product support, and other services to you (if any) related to, or in connection with the Web site or App. For more detailed information about the collection, use, and disclosure of Personal Information and Non-Personal Information, as well as your choices and control over

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### **III. Indemnification**

Upon a request by BI, you agree to defend, indemnify and hold harmless BI and its affiliates, directors, officers, employees and agents against any claims, demands, actions, damages or other liabilities, including expenses and attorney's fees, that arise from your use of this Web site or App. BI reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with BI in asserting any available defenses.

### **IV. Disclaimer of Warranty**

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### **VI. Dispute Resolution**

NOTE: These Dispute Resolution procedures apply to any claim or disagreement that arises as of October 21, 2014 and will not be applied retroactively.

You agree that whenever you have a disagreement with us arising out of, connected to, or in any way related to the Terms of Use, you will send a written notice to us ("Demand"). You agree that the requirements of this

section will apply even to disagreements that may have arisen before you accepted these Terms of Service. You must send this Demand to the following address (the “Notice Address”):

Boehringer Ingelheim USA Corporation  
Attn: Public Affairs  
P.O. Box 368  
900 Ridgebury Road  
Ridgefield, CT 06877

Informal Dispute Resolution. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after you send this Demand.

Binding Arbitration. If We do not resolve this disagreement to your satisfaction within ten (10) business days, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the “Arbitrator”). Review this section carefully. This arbitration provision limits your and BI’s ability to litigate claims in court and you and BI each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Us in any state or federal court. You agree that if you do sue us in state or federal court, and we bring a successful motion to compel arbitration, you must pay all fees and costs incurred by us in court, including reasonable attorney’s fees.

Please note that for any such filing of a demand for arbitration, you must affect proper service under the rules of the Arbitrator, and that notice to the Notice Address may not suffice. If, for any reason, the AAA is unable to provide the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure as effective September 15, 2005. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with us. You understand that the Federal Arbitration Act allows for the enforcement of arbitration agreements, and you agree that it applies.

Class or Collective Action Waiver. You agree that you will not file a class action or collective action against Us, and that you will not participate in a class action or collective action against Us. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in these Terms of Use, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court. Under no circumstances do you or We agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

We agree that We will not file a class or collective action against you, and that We will not participate in a class or collective action against you, for any disagreement arising out of, connected to, or in any way related to these Terms of Use. We agree that We will submit all disputes with you to arbitration before the Arbitrator.

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## **VIII. Click-Through Agreements**

When you sign up to use a special feature of a Web site or App, you may be asked to agree to special terms governing your use of the special feature by checking a box or click on a button marked “I Agree,” “Accept,” or some other phrase that signifies your agreement. This type of agreement is known as a “click-through” agreement and by checking the box or clicking the “I Agree” button, you are agreeing to be bound by the special and/or additional terms as set forth in the specific agreement.

## **IX. Use in the United States**

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## **X. Operability of Mobile App**

We do not warrant that the App will be compatible or interoperable with your mobile device or any hardware, software, equipment or device installed on your mobile device or used by you to access and use the mobile application in connection with your mobile device (“Accessories”). You acknowledge that compatibility and interoperability problems: (a) may cause the performance of the App, your mobile device and any Accessories to diminish or fail completely; (b) may result in permanent damage to your mobile device and any Accessories; (c) may result in a loss of data on your mobile device or Accessories; or (d) may result in the corruption of software and files located on your mobile device and any Accessories. You acknowledge and agree that BI shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

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## **XII. Other Terms and Conditions**

If any provision of this Agreement is unlawful, void or unenforceable, you agree that the provision will be enforced to the maximum extent permissible and the remaining provisions contained in this Agreement shall continue in full force and effect.

These Terms of Use constitute the entire agreement between you and BI regarding your use of this Web site or App. As described above in Section VIII, your use of certain services and features may be subject to additional terms as outlined in click-through agreements. Those additional terms are incorporated by reference into these Terms of Use. No advice or information, whether oral or written, obtained by you from BI shall alter the terms of these Terms of Use.

### **XIII. Changes to Terms of Use**

We reserve the right to make additions, deletions, or modifications to these Terms of Use at any time without prior notification.

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