

**Last Revised: July 12, 2019**

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NOTE: These Dispute Resolution procedures apply to any claim or disagreement that arises as of July 12, 2019 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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