

Terms of Use

Last Updated: January 23, 2024

1. Terms of Use

This website is owned and operated by Seqirus Inc., 475 Green Oaks Parkway, Holly Springs, NC 27540 ("**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 "**Terms of Use**"). Seqirus reserves the right to amend the Terms of Use at any time. Any modifications to the Terms of Use will be effective upon posting. You agree to review the Terms of Use periodically so that you are aware of any modifications. Your continued use of the website after any modifications indicates your acceptance of the modified Terms of Use. If you do not agree with these Terms of Use, you must immediately cease use of this website.

THESE TERMS OF USE INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION WHERE PERMITTED BY LAW, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE WEBSITE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT UNLESS SUCH AN AGREEMENT IS PROHIBITED BY LAW. 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 WHERE PERMITTED BY LAW. THESE TERMS OF USE ALSO INCLUDE A JURY WAIVER WHERE PERMITTED BY LAW. MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION BELOW.

2. Scope

These Terms of Use govern your access to and use of this website. Products and services that we offer through this website may be subject to separate or additional terms and conditions. The following terms and conditions are hereby incorporated into and constitute part of these Terms of Use.

- flu360.com Terms and Conditions of Returnability, located [here](#);
- flu360.com Terms and Conditions of Sale – 2024-2025, located [here](#);
- flu360.com Terms and Conditions of Sale – 2023-2024, located [here](#); and
- flu360.com Terms and Conditions of Sale – 2023-2024 as of April 2023, located [here](#).

In the event of a conflict between the terms and conditions listed above and these Terms of Use, the terms and conditions listed above shall each control with respect to the subject matter that such terms and conditions pertain to.

3. 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.

The information on this website is not intended as a substitute for advice, treatment, or recommendations from health care professionals. Any use which is made of this website by any individual, or any reliance on or decisions to be made based on it, are the responsibility of the individual. Seqirus and its partners, officers, directors, employees, agents, representatives, suppliers, and service providers accept no responsibility for any errors or omissions in the Content (as defined below) or for damages of any kind or nature suffered by any individual as a result of use of or reliance on this website.

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.

4. Account Creation and Usage

This website may provide you with functionality to create an account and use the account to order products or services from us. You are responsible for maintaining the security of your account, including your username and password, and for all activity logged and orders placed using your account. Seqirus is not responsible for any losses arising from or relating to intended, unintended, or unauthorized use of your account. Seqirus reserves the right to suspend, restrict, or terminate user accounts, and to block or restrict access to this website, at any time without prior notice for any reason, including because Seqirus believes that you have violated or will violate these Terms of Use. Seqirus also reserves the right to do any of the following at any time without prior notice for any reason: modify or discontinue any part of this website; charge, modify, or waive fees required to use this website; and offer additional or different opportunities to use this website to some or all users.

5. Ownership

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- 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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Nothing in these Terms of Use 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.

6. Acceptable Use

You agree that you will not, and will not attempt to:

1. Use the website in an unlawful manner;
2. Use the website in any manner that is harmful, hateful, harassing, abusive, or otherwise offensive to any other person or entity;
3. Express or imply that we endorse any statements you make, unless you have our prior written consent;
4. Use the website to post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without containing the prior consent of the owner of such proprietary rights;
5. Remove any copyright, trademark, or other proprietary rights notices contained on the website;
6. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the website;
7. Interfere with or disrupt the website, or servers or networks connected to the website;
8. Post, email, or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
9. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through your account on the website;
10. Frame or mirror any part of the website without our prior written authorization;
11. Interfere with or inhibit any other user from using the website;
12. Use the website as a means to distribute unsolicited or unauthorized communications, advertisements or spam;
13. Collect, use or transmit any data or content on the website that violates any third-party right;

14. Create a false identity, impersonate another person or entity, or otherwise misrepresent yourself;
15. Breach or otherwise circumvent any security measures incorporated into the website; or
16. Reverse-engineer, modify, adapt, sublicense, translate, or otherwise create derivative works based on any part of the website for any purpose, commercial or otherwise use the website in any manner that is inconsistent with these Terms of Use, except and solely to the extent that such actions are expressly authorized by law.

7. 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.

8. 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 or condition and gives no warranty, whether express or implied, with respect to merchantability or fitness for a particular purpose or that the Content contained on this website is complete or accurate and takes no responsibility for any error, omission or defect in such Content. Patient images are for illustrative purposes only and any person depicted in the Content is a model only.

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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.

9. Limitation of Liability

To the maximum extent permitted by law, Seqirus, its affiliates, subsidiaries, and their respective directors, officers, employees, agents, successors, and assigns disclaim any and all liability to any person or entity, whether based in contract, tort, negligence, or otherwise, for any damages whatsoever, (including, without limitation, direct, indirect, incidental, consequential, special, punitive, exemplary, or other damages, including loss of business, business interruption, loss of reputation, loss of information or programs or data, loss of revenue, loss of goodwill, loss of tangible or intangible property, legal fees, legal costs, or other profits), arising out of or in connection with this website or any of its Content, any linked website or linked social media platform, including any damages suffered as a result of the access, download, use, inability to use, reliance on, failure of, any omissions or inaccuracies in, 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.

10. 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 Terms of Use or the infringement or other violation by you of any intellectual property or other right of any person or entity.

11. 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.

12. Arbitration Agreement And Class Action Waiver

A. Mandatory Binding Arbitration. Where permitted by law, 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 of Use (despite any other choice of law provision).

Arbitration under these Terms of Use shall be conducted by the American Arbitration Association (the "AAA"). For claims of less than or equal to \$75,000 (exclusive of attorneys' 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://adr.org/>. Any Notice of Arbitration should be mailed to us at the following address: Seqirus, 25 Deforest Avenue, Suite 200, Summit, NJ 07901.

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, except that an individual may seek in the arbitration public injunctive relief, and the AAA may include such relief in the award, where applicable.

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, and where permitted by law, 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. The parties 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.

D. Equitable Relief. Notwithstanding the foregoing, Seqirus reserves the right to institute a proceeding for equitable relief in any court of competent jurisdiction.

13. Privacy

For further information regarding Seqirus's information handling practices, please refer to this website's Website Privacy Notice, located [here](#).

14. Governing Law

These Terms of Use are governed by, construed and enforced in accordance with the laws of the State of Delaware.

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 State of Delaware, without regard to any principles of conflicts of law, will apply to all matters relating to the use of this website.

15. 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.

16. 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 guidance from the United States Department of Health and Human Services Office of Inspector General (OIG) and policies for compliance with the Pharmaceutical Research and Manufacturers of America (PhRMA) "Code on Interactions with Health Care Professionals." 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, 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; or
- 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 that they comply with their own compliance program and the California Compliance Law. Seqirus declares that it complies with its compliance program and the California Compliance Law.

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.

17. Miscellaneous

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use, 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 Terms

of Use, by email or postings on the website. These Terms of Use, 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 Terms of Use shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable, or sublicensable by you, except with Seqirus's prior written consent. The headings in these Terms of Use are for convenience only and have no legal or contractual effect. These Terms of Use include and incorporate the [Privacy Statement](#) for the website and any notices regarding the website. Any use of the plural in this website implies the singular as appropriate, and vice-versa. Any reference to this website or the website includes a reference to any part of this website.

18. Contact

Please contact us as follows with any questions regarding these Terms of Use:

privacy@cslobehring.com.