

Behring Website(s) Terms of Use

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IMPORTANT NOTICE: THESE TERMS OF USE ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW.

1) Introduction.

Welcome! This Site is owned and operated by Behring Co. and/or one of its divisions, affiliates, subsidiaries, or joint ventures (**“Behring,” “Company,” “we,” “our” or “us”**). **Please read these terms carefully.** By accessing or viewing this Site or participating in or using any service offered on this Site (collectively, the **“Services”**), you agree to these Terms of Use (**“Terms” or “Terms of Use”**).

All references to “you” or “your,” as applicable, mean the person that registers for, accesses, or uses the Services. If you use or access the Services on behalf of an entity or individual, you represent and warrant that you have the authority to bind that entity or individual. You represent and warrant that you are at least 18 years of age or visiting the Site under the supervision of a parent or guardian. Our Site is not intended for those under the age of 18. These Terms form a contract between you and Behring. If you do not agree to the Terms, do not use the Site or the Services. From time to time, Behring may decide to modify, add, or delete portions of these Terms. If Behring does so, your continued use of the Services after any such changes have been made means you agree to such changes. The amended Terms will automatically be effective when posted on this Site.

2) Privacy Policy.

Please review our Privacy Policy, which explains our practices relating to the collection and use of your information through or in connection with the Services. Our use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the Services, you consent to the collection and use of this information.

3) Changes to the Services.

We reserve the right to change and improve the features and functionality of the Services at any time, which includes adding, modifying or removing features and functionality of the Services, or updating how our Services are provided. Any future release, update, or other additional to the Services shall be subject to these Terms, unless and until an updated set of Terms is posted. Additionally, we reserve the right to suspend or terminate the Services for any reason, without notice, at any time.

4) General Information.

When you access this Site, you agree to comply with these Terms and any other policies or requirements posted on the Site. You agree to abide by all applicable laws, rules, and regulations when registering for, accessing, or using the Services, and may not engage in fraud or misuse of the Services or any conduct that is harmful or harassing to anybody.

Violating the security of the Services is prohibited and may result in criminal and/or civil liability. We may investigate incidents

involving such violations and may involve, and will cooperate with, law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Services or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations. Without limiting the foregoing, you must not do (and agree not to do) any of the following:

- Violate any applicable law or legal requirement.
- Engage in fraud or misuse of the Services.
- Engage in conduct that is harmful or harassing to anybody.
- Post, upload, publish, submit, or transmit any content that:
 - › Infringes, misappropriates, or violates a third-party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - › Violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability;
 - › Is fraudulent, false, misleading, or deceptive;
 - › Is defamatory, obscene, pornographic, vulgar, or offensive;
 - › Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
 - › Is violent or threatening or promotes violence or actions that are threatening to any other person;

- › Promotes illegal or harmful activities or substances;
- › Constitutes spam, or competes with our business;
- › Contains any computer virus or other malicious code designed to attack, damage, divert, take over, disable, overburden, or otherwise impair the Services.
- Attempt to scrape or collect any personal or private information from the Services or from other users of the Services.
- Resell the Services, in whole or in part, or any content residing or displayed within or through the Services.
- Intercept, monitor, damage, or modify any communication not intended for you.
- Otherwise impersonate or misrepresent your affiliation with any person or entity.
- Alter the way that an aspect of an App or website we provide is displayed or delivered to other users.
- Access, tamper with, or use non-public areas of an App or website we provide, our computer systems, or the technical delivery systems of us or our providers.
- Attempt to probe, scan, or test the vulnerability of the Services or breach any security or authentication measures.
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, or mail bombing the Services.
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure intended to protect, limit access to or control the Services.
- Access the Services if we have requested that you refrain from such access.
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services.
- Assist or permit anybody to violate these Terms.

We and our third-party partners reserve the right to restrict or block access to the Services for any reason or no reason.

You acknowledge that we have no obligation to monitor your access to or use of the Services for violations of the Terms, or to review any content you submit to us. However, we have the right to do so for the purpose of operating and improving the Services (including, without limitation, for fraud prevention, risk assessment, investigation, and customer support purposes), to ensure your compliance with the Terms, and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency, or other governmental body.

5) Proprietary Rights.

You acknowledge that this Site contains Content that is protected by copyrights, trademarks, service marks, trade dress, patents, moral rights or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that unless otherwise provided in these Terms or otherwise indicated on the Site, Behring or its licensors own all Content on this Site, including, without limitation, all videos, articles, text, graphics, user interfaces, visual interfaces, photographs, moving images, illustrations, files, trademarks, logos, service marks, artwork, computer code, design, structure, selection, coordination, “look and feel,” and arrangement of such content. Subject to these Terms, Behring grants you a limited, non-exclusive, revocable, nontransferable, and non-sublicensable license to access and use the Services solely for your personal, non-commercial purposes. Your use of this Site shall not grant you any claim of ownership

over any Content, and you agree to comply with all copyright and trademark laws. You may not modify, transmit, participate in the sale of or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided these copies are made only for personal, non-commercial use, and provided that you maintain any notices contained in the Content, or maintained by the Contributor or Author, such as all copyright notices, trademark legends, attributions, by-lines, or other proprietary rights notices. You may not store electronically any significant portion of any Content from this Site. The use of the Content from this Site on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without Behring's prior written approval.

For permission to use Content from this Site or from marketing material authored or distributed by Behring, request written permission in advance, and provide full attribution.

6) Third-Party Links and Services.

The Services and Site may contain links to third-party websites, offers, or other events and promotions outside of 1900update.com and/or not owned or controlled by Behring (**"Linked Sites**). We do not control, endorse, sponsor, recommend, or otherwise accept any responsibility for the content of such Linked Sites, nor do we make any warranties or representations, express or implied, regarding the content (or the accuracy, currency, or completeness of such content) on any Linked Sites or the actions of such organizations. When you follow a link to another website, that website will be governed by different terms of use and a different privacy policy. You should be sure that you read and agree to those terms and policies. If you access the Linked Sites, you do so at

your own risk. Because Behring is not a party to the agreements or transactions made between you and any third-party, even where such agreements or transactions are facilitated through the Services, your remedy is limited to a claim against those third parties—not Behring.

7) Claims of Infringement (Digital Millennium Copyright Act Notice).

Behring respects the intellectual property of others and requires that you do the same. In accordance with the Digital Millennium Copyright Act (the “DMCA”) , the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Behring will respond expeditiously to notices of alleged copyright infringement that are duly reported to its Designated Copyright Agent identified below. Behring reserves the right to disable and/or remove access to the Site for users who are repeat infringers. terminate the rights of any user to access the Services if any such user is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who we believe, in our sole discretion, are infringing these rights. Upon our receipt of a proper notice of claimed infringement under the DMCA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Our designated agent (i.e., the proper party) to whom you should address such notice is:

Behring Companies

Attn: Legal

2603 Camino Ramon, Suite 250

San Ramon, CA 94583

Phone: (925) 575-9634

Fax: (925) 575-9639

E-Mail: info@behringcompanies.com

If you believe that content that you or a third party owns has been used via the Services in a way that violates your or someone else's copyright or other intellectual property rights, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you submit a notice of infringement that knowingly materially misrepresents that any content, information, or communication on the Services is infringing upon a copyright, you may be held liable for damages and attorneys' fees. If you believe that your content, information, or communication has been removed from the Services due to an erroneous claim of infringement, you may have remedies available to you under the DMCA.

8) Indemnification.

You agree to indemnify and hold harmless Behring and the members of its corporate family (i.e., all parents, subsidiaries and affiliates), as well as Behring investors and partners, and their respective agents, partners, employees and contractors from and against any claims, damages, loss, costs, fines, penalties, settlements, expenses, payments or other liabilities, including reasonable attorney's fees and legal expenses, resulting from (i) your use of and access to the Services; (ii) your violation of any of these Terms; and (iii) your violation of any law or third-party right, including any copyright, trademark, trade secret or privacy right Behring to your use of the Site. The members of Behring's corporate family, and the respective agents, partners, employees, contractors, investors and partners of them and of Behring, are intended third-party beneficiaries of this paragraph.

9) Disclaimer of Representations and Warranties.

BEHRING MAKES NO REPRESENTATION AS TO THE COMPLETENESS, ACCURACY, OR CURRENCY OF ANY INFORMATION ON THIS SITE. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE CONTENT AND INFORMATION FOUND ON THIS SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR THE PRODUCTS, INFORMATION OR SERVICES PROVIDED THROUGH OR IN CONNECTION WITH THE SITE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY OR NON-INFRINGEMENT. BEHRING DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE,

THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO REPRESENTATIONS THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT WE WILL ENFORCE THE TERMS AGAINST OTHERS TO YOUR SATISFACTION. EFFORTS BY BEHRING TO MODIFY THE SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS OR ANY OTHER PROVISION OF THESE TERMS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN CASES WHERE SUCH LAWS APPLY, THE WARRANTIES WILL BE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

10) Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BEHRING OR ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, INTERNAL OPERATING UNITS, AFFILIATES, PARENTS, SUBSIDIARIES, SUBLICENSEES, SUCCESSORS AND ASSIGNS, INDEPENDENT CONTRACTORS, AND BEHRING PARTIES (COLLECTIVELY, WITH BEHRING, THE **"BEHRING ENTITIES"**) BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF REVENUE OR PROFITS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF BEHRING'S SITE AND SERVICES, WITH THE DELAY OR INABILITY TO USE THE BEHRING SITE

OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE INFORMATION OR SERVICES OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THE BEHRING SITE AND SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE BEHRING SITE OR SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, REGULATION, COMMON LAW PRECEDENT OR OTHER LEGAL THEORY, EVEN IF THE BEHRING ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM ANY BEHRING ENTITY'S NEGLIGENCE OR GROSS NEGLIGENCE. ADDITIONAL DISCLAIMERS BY BEHRING MAY APPEAR WITHIN THE SERVICES AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE SERVICES OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

11) Arbitration and Class Action Waiver.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Behring agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the

interpretation and enforcement of these arbitration provisions. This Section is intended to be interpreted broadly and governs any and all disputes between us, including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims Behring to advertising, and any content available on our website(s)); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, you agree to resolve any and all disputes with Behring as follows:

Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. You can reach Behring at info@behringcompanies.com. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Behring, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below.

Any controversy or claim (“Claim”) you have arising out of or relating to these Terms of Use (including the Terms’ or Privacy

Policy's formation, performance, and breach) shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in San Francisco, CA. All submissions to the arbitrator, the proceedings, and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the City and County of San Francisco in the State of California and/or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. The CLA reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or classwide arbitration shall be brought only in the United States

District Court for the Northern District of California or any State of California court located in San Francisco, California. Exception for Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

12) Governing Law.

The Terms and the relationship between you and Behring shall be governed in all respects by, construed in accordance with, and enforced under the laws of the State of California, without regard to its conflict of law provisions. Any claim or dispute either of us may have against the other that is not subject to arbitration must be resolved by a court located in Contra Costa County, California. We both agree to submit to the personal jurisdiction of the federal and state courts located within Contra Costa County, California for the purpose of litigating all such claims or disputes that are not subject to arbitration.

13) Statute of Limitations.

Any cause of action arising out of or related to the Terms, the Site, or the Services must begin within one (1) year after the cause of

action accrues. Otherwise, such cause of action is permanently barred. There may be jurisdictions in which this contractual limit on the statute of limitations does not apply.

14) Other.

These Terms constitute the entire and exclusive understanding and agreement between us and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between us and you regarding such topic. Certain sections of these Terms shall survive any termination of any aspect of the Services, e.g., should we cease offering them, including but not limited to Sections 2 (Privacy Policy), 3 (Changes to Services), 4 (General Information), 5 (Proprietary Rights), 7 (Claims of Infringement), 8 (Indemnification), 9 (Disclaimer of Representations and Warranties), 10 (Limitation of Liability), 11 (Arbitration and Class Action Waiver), 12 (Governing Law) and any other section which on its face was intended to survive the termination or the cancellation of these Terms. If we fail to enforce any part of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms by us must be made in writing and signed by us. If any provision of these Terms (or part of such provision) is found to be invalid or unenforceable by any court having competent jurisdiction, then that provision (or part of that provision) shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions — that invalid or unenforceable (part of the) clause will be replaced by a valid and/or enforceable, as the case may be, (part of the) clause which is as close to the intention of the parties as possible. All of our rights and obligations under these Terms including any license rights) are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in these Terms shall prevent us from complying with the law. Behring, its suppliers, licensors and service providers hereby reserve all rights not expressly granted to you.

15) Questions.

If you have questions regarding these Terms, please contact us at info@behringcompanies.com.