

Abbott Patient Assistance Foundation Online Terms and Conditions

This Policy applies to residents of the United States only.

Your access to AbbottPatientAssistanceFoundation.org is subject to the following Terms and Conditions, which may be updated by us from time to time without notice to you. By accessing or using this Web site, you agree that you have read, understand, and agree to be bound to these Terms and Conditions, as they may be amended from time to time. You are responsible for periodically reviewing these Terms and Conditions for applicable changes. Your use of this Web site after posting by us of any changes to these Terms and Conditions constitutes your acceptance to those changes. If you disagree with these Terms and Conditions (as they may be amended from time to time), or are dissatisfied with this Web site, your sole and exclusive remedy is to discontinue using this site.

DISCLAIMERS

You acknowledge and agree that:

a. Although we strive to provide on this Web site the latest developments relating to our products and services, and other information about our company, we do not warrant the accuracy, effectiveness, and suitability of any information contained in this Web site. Each person assumes full responsibility and all risks arising from use of this Internet site. The information is presented "AS IS" and may include technical inaccuracies or typographical errors. The Abbott Patient Assistance Foundation reserves the right to make additions, deletions, or modifications to the information at any time without any prior notification.

b. ABBOTT PATIENT ASSISTANCE FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE INFORMATION OR CONTENT POSTED ON THIS WEB SITE. ABBOTT PATIENT ASSISTANCE FOUNDATION HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CREATED BY LAW, CONTRACT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. IN NO EVENT SHALL ABBOTT PATIENT ASSISTANCE FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL (INCLUDING LOSS OF PROFIT) CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE EXISTENCE OR USE OF THIS INTERNET SITE AND/OR THE INFORMATION OR CONTENT POSTED ON THIS WEB SITE, REGARDLESS OF WHETHER ABBOTT PATIENT ASSISTANCE FOUNDATION HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

c. Abbott Patient Assistance Foundation is not responsible, and provides no warranty whatsoever, for the accuracy, effectiveness, timeliness and suitability of any information or content obtained from third parties, including any hyperlinks to or from third-party

sites. Except as otherwise provided on this Web site, Abbott Patient Assistance Foundation will not edit, censor or otherwise control any content provided by third parties on any bulletin board, chat room or other similar forums posted on its Web site. Such information should, therefore, be considered as suspect and is not endorsed by Abbott Patient Assistance Foundation.

d. This Web site may contain forward-looking statements that reflect Abbott Patient Assistance Foundation's current expectation regarding future events and business development. The forward-looking statements involve risks and uncertainties. Actual developments or results could differ materially from those projected and depend on a number of factors including, but not limited to, the success of current research programs, results of pending or future clinical trials, ongoing commercialization of its products, regulatory approvals of pharmaceuticals, validity and enforcement of its patents, the stability of its commercial relationships, and the general economic conditions. Abbott Patient Assistance Foundation intends to update this site on a regular basis but assumes no obligation to update any of the content.

YOUR USE

You understand, acknowledge, and agree to the following:

- a. By using this Web site, you agree not to disrupt or intercept our electronic information posted on this Web site or on any of our servers. You also agree not to attempt to circumvent any security features of our Web site, and to abide by all applicable, local, state, federal and international laws, rules and regulations.
- b. You grant to the Abbott Patient Assistance Foundation the right to use all content you upload or otherwise transmit to this Web site, subject to these Terms and Conditions in any manner the Abbott Patient Assistance Foundation chooses, including, but not limited, to copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.
- c. Except as expressly stated and agreed upon in advance by the Abbott Patient Assistance Foundation, no confidential relationship shall be established in the event that any user of this Internet site should make any oral, written or electronic communication to the Abbott Patient Assistance Foundation (such as feedback, questions, comments, suggestions, ideas, etc.). Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and the Abbott Patient Assistance Foundation shall be free to reproduce, publish or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to the Abbott Patient Assistance Foundation is fully responsible for its content, including its truthfulness and accuracy and its non-infringement of any other person's proprietary or privacy rights.

PRODUCT LABELING

Unless otherwise noted, product names, descriptions and labeling are of U.S. origin. Products may not be available in all countries or may be available under a different brand name, in different strengths, or for different indications. Many of the products listed are available only by prescription through your local healthcare professional. Except as expressly stated and agreed upon in advance by the Abbott Patient Assistance

Foundation, no director, employee, agent, or representative of the Abbott Patient Assistance Foundation, its subsidiaries and affiliates are engaged in rendering medical advice, diagnosis, treatment or other medical services that in any way create a physician-patient relationship through this Web site.

INTELLECTUAL PROPERTY

The information, documents, and related graphics published in this Internet Web site (the "Information") are the sole property of the Abbott Patient Assistance Foundation, except for information provided by third-party providers under contract to the Abbott Patient Assistance Foundation, its subsidiaries or affiliates. Permission to use the Information is granted, provided that (1) the above copyright notice appears on all copies; (2) use of the Information is for informational and non-commercial or personal use only; (3) the Information is not modified in any way; and (4) no graphics available from this Internet site are used separate from accompanying text. The Abbott Patient Assistance Foundation is not responsible for content provided by third-party providers, and you are prohibited from distribution of such material without permission of the owner of the copyright therein. Except as permitted above, no license or right, express or implied, is granted to any person under any patent, trademark or other proprietary right of Abbott Patient Assistance Foundation.

No use of any Abbott Patient Assistance Foundation trademark, trade names, trade dress and products in this Internet site may be made without the prior written authorization of Abbott Patient Assistance Foundation, except to identify the product or services of the company.

PRIVACY AND SECURITY

The Abbott Patient Assistance Foundation is committed to safeguarding your privacy online. We understand the importance of privacy to our customers and visitors to our Web site.

You recognize and agree that when submitting your personally identifiable information to AbbottPatientAssistanceFoundation.org, while Abbott Patient Assistance Foundation has safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. IN THE UNLIKELY EVENT OF AN INTERCEPTION OR UNAUTHORIZED ACCESS DESPITE OUR EFFORTS, THE ABBOTT PATIENT ASSISTANCE FOUNDATION SHALL NOT BE RESPONSIBLE FOR SUCH INTERCEPTIONS OR UNAUTHORIZED ACCESS, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUFFERED BY A CUSTOMER OR USER, EVEN IF THE ABBOTT PATIENT ASSISTANCE FOUNDATION HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABBOTT PATIENT ASSISTANCE FOUNDATION DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THAT THE INFORMATION PROVIDED BY ANY CUSTOMER SHALL BE FREE FROM INTERCEPTION OR UNAUTHORIZED ACCESS, AND DOES NOT PROVIDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EACH CUSTOMER IS RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF HIS OR HER OWN PASSWORD.

LIMITATION OF LIABILITY

The Abbott Patient Assistance Foundation does not assume any liability for the materials, information, and opinions provided on, posted to, or otherwise available through, this Web site. Reliance on these materials, information and opinions is solely at your own risk. The Abbott Patient Assistance Foundation disclaims any liability for injury or damages resulting from the use of this Web site, or the content contained thereon.

THIS ABBOTT PATIENT ASSISTANCE FOUNDATION WEB SITE, THE SITE CONTENT, AND THE PRODUCTS AND SERVICES PROVIDED ON OR AVAILABLE THROUGH THIS WEB SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. IN NO EVENT SHALL THE ABBOTT PATIENT ASSISTANCE FOUNDATION, OR ITS SUBSIDIARIES, AFFILIATES, VENDORS, OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AGENTS (HEREINAFTER “FOUNDATION PARTIES”) BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THIS WEB SITE, THE SITE CONTENT, ANY SERVICES PROVIDED ON OR THROUGH THIS WEB SITE OR ANY LINKED SITE, INCLUDING ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THIS WEB SITE OR THE SITE CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY THE FOUNDATION PARTIES AND WHETHER OR NOT THE FOUNDATION PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Some states do not allow the limitation of liability, so this provision may not apply to you.

PLEASE BE AWARE THAT ADDITIONAL LEGAL NOTICES, DISCLAIMERS, AND OTHER TERMS AND CONDITIONS MAY APPLY TO THIS AND OTHER WEB SITES OWNED OR OPERATED BY THE ABBOTT PATIENT ASSISTANCE FOUNDATION, ITS SUBSIDIARIES OR AFFILIATES.

GENERAL

You agree that these Terms and Conditions describe the entire agreement between us with respect to its subject matter. AbbottPatientAssistanceFoundation.org was created and is operated under the laws of the State of Illinois. The laws of the State of Illinois will control the terms and conditions provided in these Terms and Conditions, without giving effect to any principles of conflict of laws. If a court of competent jurisdiction finds that any provision of these Terms and Conditions is invalid or unenforceable, you agree that the other provisions of these Terms and Conditions will remain in full force and effect. You agree that regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or related to AbbottPatientAssistanceFoundation.org or these Terms and Conditions more than one (1) year after such claim or cause of action arose.