

Sysmex Website Terms of Use

Effective June 22, 2020

These Terms of Use apply to your use of Sysmex's websites or the websites of Sysmex affiliates (collectively the "Sysmex Websites") that link to these Terms of Use. By using this site, you agree to be bound by, and to comply with, the Terms of Use on this page. If you do not agree to follow and be bound by these Terms of Use, you may not access, use or download materials from Sysmex Websites.

Information on Sysmex Websites.

The information on Sysmex Websites relates primarily to products and services offered by Sysmex. Any information or materials made available on Sysmex Websites are for general educational information only.

Any software or other materials that you may download from a Sysmex Website may be subject to separate terms and conditions, including the terms and conditions of an existing agreement that you may have with Sysmex. By downloading such software or other materials you agree to be bound by the applicable terms and conditions associated with that software or other materials.

Sysmex Websites may contain information about products cleared for use in the United States, or Canada and that information is intended for a United States or Canadian audience respectively. If you live outside the U.S. or Canada, you may see information on Sysmex Websites about products that are not cleared or marketed for use in your country.

Sysmex has used reasonable efforts to ensure that the information on Sysmex Websites is accurate, complete and current, however, Sysmex does not represent or warrant the accuracy, completeness, timeliness, or usefulness of any information contained on any Sysmex Website. WITHOUT LIMITING THE FOREGOING, THE CONTENT ON SYSMEX WEBSITES IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN THE CONTENT AND THE SYSMEX WEBSITES. SYSMEX AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE WEBSITE ITSELF, AND HEREBY DISCLAIMS ANY SUCH EXPRESS OR IMPLIED WARRANTIES. SYSMEX DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL BE SECURE, THAT ANY SYSMEX WEBSITE OR THE SERVER THAT HOSTS THE WEBSITE WILL BE AVAILABLE OR THAT CONTENT OF ANY SYSMEX WEBSITE IS FREE OF VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY BY ACCESSING, USING, OR BROWSING SYSMEX WEBSITES OR DOWNLOADING OF ANY MATERIALS, DATA, TEXT OR IMAGES OR VIEWING OF ANY VIDEO OR AUDIO FROM SYSMEX WEBSITES. FOR YOU PROTECTION, YOU MUST TAKE ANY PRECAUTION THAT YOU BELIEVE NECESSARY TO ENSURE APPROPRIATE SECURITY MEASURES ON THE DEVICE YOU USE TO ACCESS THE SYSMEX WEBSITES AND USE A VIRUS SCANNER BEFORE DOWNLOADING ANY INFORMATION. SOFTWARE OR DOCUMENTATION.



Use of Sysmex Websites

Notwithstanding the particular provisions in these Terms of Use, information, brand names and other contents of a Sysmex Website may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of Sysmex. Sysmex owns or licenses all Sysmex Website contents, which is protected by international copyrights laws.

Subject to the Sysmex Privacy Policy, any communication or other material that you send to Sysmex through the Internet or post on a Sysmex Website, by electronic mail or otherwise, such as any questions, comments, suggestions or the like, is and will be deemed to be non-confidential and Sysmex will have no obligation of any kind with respect to such information. Sysmex is free to use any ideas, information, concepts, know-how, techniques or materials contained in such communication and you hereby grant Sysmex an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them in any medium, and agree that Sysmex is free to use them for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products.

You may not, distribute, modify, transmit, reuse, repost, or use the content of any Sysmex Website for public or commercial purposes, including the text, images, audio, or video, without the written permission of Sysmex. Except as otherwise indicated, you should assume that all content on any Sysmex Website is copyrighted and may not be used, except as provided in the Terms of Use or in the text on the website, without the written permission of Sysmex. Sysmex neither warrants nor represents that your use of materials displayed on the website will not infringe rights of third parties not owned by, or affiliated with Sysmex. Nothing in these Terms of Use should be construed as conferring by implication, estoppel or otherwise any license or right under any patent or copyright of Sysmex, or any third party.

Use of password protected features

Some features on Sysmex Websites may be password protected and require a login or account registration. Only registered users may access these pages. Sysmex reserves the right to deny registration to any user, or to suspend or terminate access to any user who has not complied with Sysmex's registration requirements. Sysmex reserves the right to determine whether certain sites, which were previously freely accessible, will be subject to registration. Sysmex is entitled, at any time and without obligation to give reasons, to deny you the right to access the password-protected area by blocking your Login Credentials (as defined below), in particular if you enter false data for the purpose of registration; violate these Terms of Use, or neglect your duty of care with regard to your Login Credentials; violate any applicable laws in the access to or use of the Sysmex Website; or did not use the Sysmex Website for an extended period of time.

For registration you must give accurate, current and complete information and, where this information changes over time, update the information (to the extent possible) without undue delay. You will ensure, that your e-mail address, as supplied to Sysmex, is current at all times and is an address at which you can be contacted.

Upon registration you will be provided with a password ("Login Credentials"). On first access you must promptly change the password received from Sysmex into a password known only to you.



Your Login Credentials allows you to view or change your data or, as applicable, to withdraw your consent to the processing of your data.

You must ensure your Login Credentials are not accessible by third parties and you are responsible for all activities conducted using your Login Credentials, including any and all statements made, and acts or omissions that occur, through the use of your Login Credentials. If and to the extent the you become aware that third parties are misusing your Login Credentials you must notify Sysmex of the suspected misuse without undue delay in writing, or by email.

After receipt of notice, Sysmex will deny access to the password-protected area under such Login Credentials. Your access will only be possible again once you apply to Sysmex or for new registration.

You may at any time request termination of your registration in writing, provided that the deletion will not violate the proper performance of contractual relationships.

If you are accessing a Sysmex service through a Sysmex Website you are subject to all of the terms and conditions associated with that service.

Links to other websites

Sysmex Websites may contain links to websites not operated by Sysmex. Sysmex provide these links for your convenience, but Sysmex does not review, control, or monitor the materials on any other websites and is not responsible for their content. Inclusion of links to other web sites should not be viewed as an endorsement of the content of linked websites. Websites to which Sysmex Websites link may contain information about Sysmex products or services that have not been cleared in the United States or Canada. We are not responsible for the performance of those websites or for any loses, damages or other liabilities you or your business may incur as a result of your use of any linked website, or your business dealings with them. Your use of other websites is subject to the terms of use of those websites, including the privacy policies of those websites.

Privacy and Security

Sysmex respects your privacy. Please refer to the Sysmex Privacy Policy, for an explanation of your rights with respect to your personal information.

Disclaimers and Limitations of Liability

Neither Sysmex nor any officer, director, employee, agent, affiliate, or supplier will be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damage of any kind from any cause arising out of the reliance on or use of, or inability to use Sysmex Websites or their contents, including without limitation, claims based on warranty, contract, tort, strict liability, loss of profits, or goodwill or business interruption.

Sysmex is not liable for any content from third-party sources and accepts no responsibility for its accuracy, reliability or completeness. Third-party content does not necessarily reflect the views of Sysmex, and any views expressed by contributors and correspondents to a Sysmex Website are their own views and do not necessarily reflect the views of Sysmex.

THE TOTAL LIABILITY OF SYSMEX, AND ITS OFFICERS, DIRECTORS, EMPLOYEES,



AGENTS, AFFILIATES, AND SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES WILL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$ 100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT WILL SYSMEX, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFLIATES, OR SUPPLIERS BE LIABLE FOR ANY LOSSES OR DAMAGES GREATER THAN THE AMOUNT DESCRIBED ABOVE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL (INCLUDING LOSS OF PROFIT), INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNATIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE EXISTENCE OR USE OF A SYSMEX WEBSITE AND/OR THE INFORMATION OR CONTENT POSTED ON SYSMEX WEBSITES, REGARDLESS OF WHETHER SYSMEX HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

If you violate these Terms of Use or the Privacy Policy in a way that causes harm to others, you agree to indemnify, defend and hold harmless Sysmex and its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of a Sysmex Website and any violation of these Terms of Use. If you cause a disruption of a Sysmex Website or the systems used to host or transmit the website, you will be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Sysmex reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Sysmex in the defense of such matter.

Trademarks and Copyrights

All of the trademarks, and service marks displayed on any Sysmex Website (the "Trademark(s)") are registered or unregistered Trademarks of Sysmex America, Inc., its affiliates, its licensors or content providers, or third parties, and are the property of their respective owners. These trademarks, service marks, and products displayed in this site are protected by international laws. Nothing on any Sysmex Website should be construed as granting, by implication, estoppel, or otherwise, any license or right in and to the Trademarks without the express written permission of Sysmex or the owner of the Trademark. The use or misuse of these Trademarks or any other materials, except as permitted in these Terms of Use, is expressly prohibited and may be in violation of law. Sysmex reserves all rights not expressly granted in and to the Sysmex Websites and their content.

Governing Law

These Terms of Use and your use of Sysmex Websites are governed by the laws of the United States of America and the State of Illinois without regard to its conflicts of laws principles. You irrevocably consent to the jurisdiction of the courts located in the State of Illinois and any legal action or proceeding related to Sysmex Websites must be brought exclusively in a federal or state court of competent jurisdiction sitting in Illinois.

Severability

If a court of competent jurisdiction finds that any provision of these Terms of Use is invalid or



unenforceable, the other provisions of these Terms of Use will remain in full force and effect. Regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or related to Sysmex Websites or these Terms of Use more than one (1) year after the claim or cause of action arose. No waiver of any of these Terms of Use will be deemed a further or continuing waiver of any term or condition.

Changes to these Terms of Use

Sysmex reserves the right, in its sole discretion, to change, amend, modify or replace any portion of these Terms of Use from time to time or to require additional terms and conditions for use of certain areas of Sysmex Websites that may require a log-in or account registration. If you continue to use Sysmex Websites after any change to the Terms of Use you will have been deemed to have accepted the changes to the Terms of Use.

How to contact Sysmex

Questions or comments about these Terms of Use or a Sysmex Website may be directed to Sysmex by e-mail at inhouselegal@sysmex.com or by writing to Sysmex at:

Legal Department Sysmex America, Inc. 577 Aptakisic Road Lincolnshire, IL 60069