

BAVARIAN NORDIC
WEBSITE TERMS OF USE
VERSION 1.0
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THESE TERMS OF USE (THESE “**TERMS**”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE AND INFORMATION MADE AVAILABLE VIA THE SITE (COLLECTIVELY, THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, OR ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

OUR PRIVACY POLICY, WHICH SETS OUT HOW WE MAY USE YOUR PERSONAL INFORMATION, AND OUR COOKIE POLICY, WHICH SETS OUT INFORMATION ABOUT THE COOKIES ON OUR SITE, ALSO APPLY TO YOUR USE OF THE SITE.

1. ACCESS TO THE SITE

1.1. **License.** The Site, the Services, and the information and content available on the Site and in the Services (as these terms are defined herein) (collectively, the “**Bavarian Nordic Properties**”) are protected by copyright and other intellectual property laws throughout the world. Subject to the Terms, Bavarian Nordic grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Bavarian Nordic Properties solely in connection with your use of the Services for your personal or internal business purposes. Unless otherwise specified by Bavarian Nordic in a separate license, your right to use any Bavarian Nordic Properties is subject to the Terms.

1.2. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Bavarian Nordic Properties, whether in whole or in part, or any content displayed on the Bavarian Nordic Properties; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Bavarian Nordic Properties; (c) you shall not access the Bavarian Nordic Properties in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Bavarian Nordic Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Bavarian Nordic Properties shall be subject to these Terms. All copyright and other proprietary notices on the Bavarian Nordic Properties (or on any content displayed on the Bavarian Nordic Properties) must be retained on all copies thereof.

1.3. **Modification.** Bavarian Nordic reserves the right, at any time, to modify, suspend, or discontinue the Bavarian Nordic Properties (in whole or in part) with or without notice to you. You agree that Bavarian Nordic will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Bavarian Nordic Properties or any part thereof.

1.4. **No Support or Maintenance.** You acknowledge and agree that Bavarian Nordic will have no obligation to provide you with any support or maintenance in connection with the Bavarian Nordic Properties.

1.5. **Ownership.** You acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and its content are owned by Bavarian Nordic or Bavarian Nordic's suppliers. Neither these Terms (nor your access to the Bavarian Nordic Properties) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.1. Bavarian Nordic and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

1.6. **Feedback.** If you provide Bavarian Nordic with any feedback or suggestions regarding the Bavarian Nordic Properties ("**Feedback**"), you hereby assign to Bavarian Nordic all rights in such Feedback and agree that Bavarian Nordic shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Bavarian Nordic will treat any Feedback you provide to Bavarian Nordic as non-confidential and non-proprietary. You agree that you will not submit to Bavarian Nordic any information or ideas that you consider to be confidential or proprietary.

2. **REGISTRATION.**

2.1. **Registering Your Account.** In order to access certain features of Bavarian Nordic Properties you may be required to become a Registered User to verify compliance with certain applicable laws for access to our Site. For purposes of the Terms, a "**Registered User**" is a user who has registered an account through the Site ("**Account**").

2.2. **Registration Data.** In registering an Account, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal capacity to form a binding contract; and (3) not a person barred from using Bavarian Nordic Properties under the laws of the United States, Denmark, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Bavarian Nordic Properties by minors. You may not share your Account or password with anyone, and you agree to (1) notify Bavarian Nordic immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Bavarian Nordic has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bavarian Nordic has the right to suspend or terminate your Account and refuse any and all current or future use of Bavarian Nordic Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform at any

given time. Bavarian Nordic reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use Bavarian Nordic Properties if you have been previously removed by Bavarian Nordic, or if you have been previously banned from any of Bavarian Nordic Properties.

2.3. **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Bavarian Nordic.

2.4. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to Bavarian Nordic Properties. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Bavarian Nordic Properties

3. **INDEMNIFICATION.** To the extent permitted by applicable law, you agree to indemnify and hold Bavarian Nordic its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "**Bavarian Nordic Parties**") harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Bavarian Nordic Properties, (b) your violation of these Terms; or (c) your violation of applicable laws or regulations. Bavarian Nordic reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Bavarian Nordic. Bavarian Nordic will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

4. **THIRD-PARTY LINKS, APPLICATIONS & ADS; OTHER USERS**

4.1. **Third-Party Links, Applications & Ads.** The Site may contain links to third-party websites and services, applications and/or display advertisements for third parties including, but not limited to DocCheck Community GmbH (collectively, "**Third-Party Links, Applications & Ads**"). Such Third-Party Links, Applications & Ads are not under the control of Bavarian Nordic, and Bavarian Nordic is not responsible for any Third-Party Links, Applications & Ads. Bavarian Nordic provides access to these Third-Party Links, Applications & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links, Applications & Ads. You use all Third-Party Links, Applications & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, Applications & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

4.2. **Release.** To the extent permitted by law in the jurisdiction in which you reside, you hereby release and forever discharge Bavarian Nordic (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links, Applications & Ads). If you are a

California resident, you hereby waive California Civil Code 1542 in connection with the foregoing, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

5. DISCLAIMERS

THE BAVARIAN NORDIC PROPERTIES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND BAVARIAN NORDIC (AND OUR SUPPLIERS) TO THE GREATEST EXTENT PERMITTED BY LAW IN THE JURISDICTION IN WHICH YOU RESIDE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

THE INFORMATION ON THIS SITE IS MEANT AS GENERAL GUIDANCE ONLY IN REGARD TO THE SUBJECT MATTER COVERED AND DOES NOT CONSTITUTE ANY ADVICE OR RECOMMENDATION. YOU ARE ENCOURAGED TO SEEK PROFESSIONAL ADVICE IN THE PARTICULAR FIELD WITH RESPECT TO THE USE OF ANY SPECIFIC ASPECTS OF THIS WEB SITE AND TO CONFIRM THE INFORMATION CONTAINED HEREIN WITH OTHER SOURCES. IN PARTICULAR, THE INFORMATION IS NOT INTENDED AS MEDICAL ADVICE AND THEREFORE, IF YOU HAVE OR SUSPECT YOU MAY HAVE ANY HEALTH PROBLEMS, WE RECOMMEND THAT YOU CONTACT YOUR PHYSICIAN.

DATA PROVIDED ON THE BAVARIAN NORDIC A/S SHARE PRICE IS FOR INFORMATION ONLY AND SHOULD NOT BE USED AS THE BASIS FOR SHARE TRADING.

EXCEPT FOR THE HISTORICAL INFORMATION PRESENTED HEREIN, MATTERS DISCUSSED ON THIS SITE ARE FORWARD-LOOKING STATEMENTS THAT ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH STATEMENTS, E.G. UNFORESEEN EXCHANGE RATE AND INTEREST RATE FLUCTUATIONS, DELAYED OR UNSUCCESSFUL DEVELOPMENT PROJECTS. BAVARIAN NORDIC IS NOT UNDER AN OBLIGATION TO UPDATE STATEMENTS REGARDING THE FUTURE NOR TO CONFIRM SUCH STATEMENTS IN RELATION TO ACTUAL RESULTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. LIMITATION ON LIABILITY

WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BAVARIAN NORDIC (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR

USE OF, OR INABILITY TO USE, THE BAVARIAN NORDIC PROPERTIES, EVEN IF BAVARIAN NORDIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY EUROS (€ 50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. **TERM AND TERMINATION.**

Subject to this Section, these Terms will remain in full force and effect while you use the Bavarian Nordic Properties. We may suspend or terminate your rights to use the Bavarian Nordic Properties at any time for any reason at our sole discretion, including for any use of the Bavarian Nordic Properties in violation of these Terms or for business and operational reasons. Upon termination of your rights under these Terms, your right to access and use the Bavarian Nordic Properties will terminate immediately. Bavarian Nordic will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.2-1.5, 2-8.

8. **GENERAL**

8.1. **Changes.** Please note that these Terms is subject to change by Bavarian Nordic in its sole discretion at any time. When changes are made, Bavarian Nordic will make a new copy of the Terms available on our Site. We will also update the "Last Updated" date at the top of the Terms. If we make material changes to the Terms, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail (if you are a Registered User) or another manner (which may include posting an announcement on our Site). Bavarian Nordic may require you to provide consent to the updated Terms in a specified manner before further use of the Site or Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you agree to stop using the Site or Services. Otherwise, your use of the Site or the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

8.2. Your access and use of this website and the contents hereof shall be governed by and interpreted in accordance with the Laws of Denmark.

8.3. **Export.** The Bavarian Nordic Properties may be subject to export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any technical data acquired from Bavarian Nordic, or any products utilizing such data, in violation of any export laws or regulations.

8.4. **Disclosures.** Bavarian Nordic is located at the address in Section 8.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

8.5. **Electronic Communications.** The communications between you and Bavarian Nordic use electronic means, whether you use the Bavarian Nordic Properties or send us emails, or whether Bavarian Nordic posts notices on the Site or communicates with you via email. For contractual purposes, you agree that all terms and conditions, agreements, notices, disclosures, and other communications that Bavarian Nordic provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

8.6. **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Bavarian Nordic Properties. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Bavarian Nordic is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Bavarian Nordic’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Bavarian Nordic may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

8.7. **Copyright/Trademark Information.** Copyright © 2020, Bavarian Nordic. All rights reserved. All trademarks, logos and service marks, including Bavarian Nordic A/S and its subsidiaries: Bavarian Nordic®; JYNNEOS®, IMVAMUNE®; IMVANEX® and MVA-BN® (“Marks”) displayed on the Bavarian Nordic Properties are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

8.8. **Contact Information:**

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