

# Terms of use

## for Swine Academy

### 1. Introduction

This Swine Academy online learning platform ("Swine Academy") is provided by Boehringer Ingelheim Vetmedica GmbH, Binger Strasse 173, 55216 Ingelheim am Rhein, Germany ("we" or "Boehringer Ingelheim"). Our Swine Academy is designed for knowledge sharing and skills development in the areas of swine health and production and provides educational content which consists of all content and pages located within and accessible at <https://swineacademy.lms.crossknowledge.com/interfaces/login.php> or any other related sub-websites, applications, courses or online or mobile products or services of the Boehringer Ingelheim Group of companies (collectively, the "Swine Academy Offer" or "Services").

The following terms and conditions of use ("Terms of Use") apply in their current version for each access to and each use of this Swine Academy and Services by you ("you", "user", "learner" or "participant") regardless of the place of access. These Terms of Use and our online Privacy Policy for our Swine Academy ("Privacy Policy") are agreements between you and us (collectively the "Agreements"). You are not allowed to use the Swine Academy unless you agree with these Terms of Use and our Privacy Policy, which are available in the respective current versions under <https://swineacademy.lms.crossknowledge.com/interfaces/login.php>.

By registering, accessing, or using any Services, you accept and agree to be legally bound by the Agreements. If you do not understand or do not wish to be bound by the terms of the Agreements, do not register for, access, or use any Services. Some terms applicable to your registration for the Swine Academy or your enrollment or participation in the Courses may be provided to you at the time of access or on Course-specific web pages. These additional terms may include, among other things, terms relating to the act of registering or Course requirements. Your registration, onboarding or participation also shall be subject to your agreement and compliance with those additional terms.

As used in these Terms of Use, "Boehringer Ingelheim", "we," "us" and "our" refer to Boehringer Ingelheim Vetmedica GmbH. You and Boehringer Ingelheim may be referred to in these Terms individually as a "Party" or jointly as the "Parties". The term "Services" includes the Platform and all content and pages located within and accessible via the Platform, as well as any course and information materials in specific areas of study or particular topics of swine health and production, program or course pages and platforms, directories and other electronic services available via the Platform or any of the other Services.

### 2. Territorial deviations

- 2.1 You acknowledge and agree that the content of the Swine Academy Platform may deviate from territory to territory, and certain features, functionalities or services that are available in other territories may not be available in your territory. Deviations of features, functionalities or services between territories do not qualify as a defect of the Platform Services.
- 2.2 Please be aware that information relating to the approval status and labels of approved veterinary medicines and veterinary medical products may vary from country to country and thus, the content on the Swine Academy may not include country-specific information or reflect the terms of marketing authorization in your country. This information is not intended to be a substitute for the advice of a veterinarian, or a recommendation for any particular treatment plan. It is important to rely on the advice of your veterinarian who can offer a veterinary diagnosis or veterinary treatment advice. Please consult with your veterinarian before using any products mentioned within the Swine Academy.

### **3. User Accounts and User registration**

- 3.1 The access and use the Swine Academy requires an account for each natural person as a user ("User Account"). The registration, access and use of the Swine Academy and Services requires the previous invitation of Boehringer Ingelheim and the submission to Boehringer Ingelheim of your consent and your user profile information for the creation and registration of your User Account and processing of data as set forth below. "Registered User(s)" means user(s) who has been duly registered and permitted access to Swine Academy.
- 3.2 To register and use a User Account, you must be of full age and legal capacity to enter into the Agreements. In addition to the minimum requirements set forth in the Agreements, Courses may have additional eligibility or admission requirements, as specified on the applicable course section of the Services that registered users need to meet to participate. "Course(s)" means any courses to be provided in whole or part online, virtually or in person, any form of documentation (e.g. course content and agenda, user manuals, specifications, articles, videos, pictures, audio files, e-learning modules) or information offerings in specific areas of study related to swine health, production, economics and leadership skills we provide through the Services. If you do not qualify or do not agree to these Terms of Use, you may not use the Services. We reserve the right to deny admission to any applicant in our sole discretion. We are entitled to delete the account of users who have registered in violation of this Section at any time and to withdraw their access to the Swine Academy.
- 3.3 In order to register a User Account on the Swine Academy and participate in most Services, you must provide a business e-mail address and password for your User Account, as well as any additional mandatory information herein or on the relevant Service. As an alternative, we may choose to provide you with separate credentials necessary to register for and access the Swine Academy ("Login Credential").
- 3.4 To register for a User Account, obtain a Login Credential or enroll for a Course, you are prompted or required to enter additional information, including: (i) your first and last name, (ii) User e-mail address; (iii) your affiliation/company, (iv) time zone, (V) country, (vi)

veterinary degree (if a veterinarian) and (vii) language preferences. Additional information may be required to confirm your identity, and different or additional information may be required depending on your use of the Services or enrollment in Courses. You warrant that all such information provided by you is accurate, current, complete, and complies with your obligations under the Agreements. You also agree to maintain and update such information to keep it accurate, current and complete by informing us immediately by e-mail to [swineacademy@boehringer-ingelheim.com](mailto:swineacademy@boehringer-ingelheim.com) of any changes hereto so we can correct this information on the Swine Academy User's Account settings. You acknowledge that if any such information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of and access to any or all of the Services in our sole discretion.

3.5 You are obliged to protect your login data to your User Account or Login Credential from being accessed by third parties. When logging in the Swine Academy, each user is obliged to ensure that third parties cannot see the data entered by them. You also agree that you will create, use, and/or access only one User Account or Login Credential and that you will not access the Services using any User Account or Login Credential other than your own. You agree to notify us immediately in written or text form (e.g. email) upon becoming aware of or suspecting any unauthorized use of your User Account or Login Credential and of any loss, unauthorized disclosure or theft of your password, so that we can invalidate the respective User Account and assign new user Login Credential. The registration of multiple users per account or multiple accounts per user is not permitted. The User Account must not be transferred.

3.6 We are entitled to classify a User account as "inactive" if the user registered for this account has not logged into the User Account on the Swine Academy for at least 6 months. Once the User Account has been classified as "inactive", we shall have the right to permanently delete the User Account and/or all data located therein. Boehringer Ingelheim will notify the user of the inactivity and the consequences of the inactivity by e-mail at least 30 days before the account is classified as "inactive" and deleted, explaining which steps can be taken to avoid such classification and deletion.

## **4. No Monetary Fees; User Content**

4.1 The access and use of the Swine Academy for Registered Users is free of charge, which means that no monetary fee or subscription payment is due but, in consideration of being granted the right to access and right to use the Swine Academy, you herewith agree to share and grant Boehringer Ingelheim the right to use certain data with us as further defined in these Terms of Use.

4.2 You may provide us with queries, suggestions, comments, feedback or other user generated content (collectively, "Feedback") with respect to the Swine Academy and Our Learning Content (as defined in section 7.1 below). Feedback is voluntary. All Feedback will be deemed to be and treated as non-proprietary and non-confidential. We may use your Feedback for any

purpose without obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute – however, where required by applicable data protection laws, only in anonymized form – any information contained in Feedback to others without limitation, including for the development, improvement, promotion or commercialization of its products. You expressly consent to such right of use and to Boehringer Ingelheim Group of companies monitoring all such information for pharmacovigilance and other regulatory purposes, and making appropriate notifications. We may contact you in order to obtain follow-up information, if this is required.

4.3 All Feedback will be deemed to be and treated as non-proprietary and non-confidential. The Boehringer Ingelheim Group shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute – however, where required by applicable data protection laws, only in anonymized form – any information contained in Feedback to others without limitation, including for the development or improvement, manufacturing, promotion and commercialization of its products. You expressly consent to such right of use and to Boehringer Ingelheim Group monitoring all such information for pharmacovigilance and other regulatory purposes, and making appropriate notifications. We may contact you in order to obtain follow-up information, if this is required.

4.4 The Services may provide you with the ability to upload or otherwise provide or make available certain User Content. “User Content” means all content, in whatever format, submitted, posted, contributed, published, distributed or made available on any of the Services by a user, including but not limited to any data, information, notes, Feedback, questions, answers, comments, text, images, pictures, videos, trademarks, logos, brands and file uploads. In some Courses, users may contribute by speaking or appearing on camera, and User Content may include transmissions or recordings of a user’s voice and/or image. To the extent that the Swine Academy permits you to provide User Content, you represent and warrant that (a) you have all necessary rights to provide and use such User Content and permit us to use such User Content as provided above; (b) as between you and us, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content; and (c) such User Content does not and will not infringe or misappropriate any third party rights. In particular, you must not contribute any personal data of third parties to us, except where natural persons affected have given their express written consent hereto

4.5 You shall retain all intellectual property rights (where available) to your User Content. Notwithstanding the foregoing, by submitting to or making available User Content on the Swine Academy, you hereby grant to Boehringer Ingelheim a comprehensive, free-of-charge, perpetual, non-exclusive, irrevocable, transferable, sublicensable, worldwide right to use such User Content at Boehringer Ingelheim’s sole discretion in anonymized form for purposes of (a) optimizing and improving any products and services, regardless of whether they are related or unrelated to the Swine Academy, (b) developing new features, products and services, regardless of whether they are related or unrelated to the Swine Academy, (c) training/education, science/research, publishing and/or writing manuscripts and/or (d) marketing, promotion and all commercialization purposes. For the avoidance of doubt, this includes the right to analyze, amend, combine and/or aggregate anonymized User Content, and use such modified User Content, with other non-personal data of users or third parties.

The User Content is anonymized in such a way that it cannot be attributed to you, and subject to applicable data protection laws.

## **5. Use of the Swine Academy Platform and Inappropriate Content**

5.1 You agree that you are solely responsible for your own use of the Services, for your User Content, as well as any other content of others that you submit, post, contribute, publish, distribute or make available on the Swine Academy or the Services. You are solely responsible for ensuring that any User Content submitted to or made available within the Services by you do not infringe applicable law or third-party rights. In particular, you must not contribute any personal data of third parties to us, except where natural persons affected have given their express written consent hereto. We do not check User Content for its legality, correctness or completeness before it is published in the Platform. Rather, such publication occurs completely by automatic means.

5.2 You agree that you will

- (i) use the Services exclusively in compliance with the Agreements and all applicable laws, rules and regulations, including privacy and copyright laws, export control and laws regarding the transmission of technical data exported from your country of residence;
- (ii) adhere to a respectful conduct vis-à-vis other users and refrain from violating the rights of other users and of employees of the Boehringer Ingelheim Group of companies when using the Services;
- (iii) not submit or make available User Content that qualifies as Inappropriate Content as defined in Section 5.3.

5.3 We reserve the right to remove User Content that infringes applicable law and/or third-party rights, especially Inappropriate Content, of which we become aware but are under no obligation to do so. User Content is considered “Inappropriate Content” and is strictly prohibited on the Services, when it

- (i) infringes the intellectual property rights of others (e.g. copyrights and ancillary copyrights, patents, trademarks, trade names, work titles or designs);
- (ii) violates any privacy or personality rights, defames or denigrates persons, people, races, religions or religious groups;
- (iii) contains malicious code or malware, including viruses, trojans, worms, time bombs, cancel bots or other computer programs that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information;
- (iv) is promotional or any form of commercial solicitation;
- (v) is related to partisan political activities;
- (vi) is misleading or deceptive or through which fraudulent services, programs or promotions are offered and distributed; and/or

- (vii) is obscene, pornographic, indecent, harassing, offensive, violent, discriminatory, menacing, abusive, inflammatory, seditious, dangerous, harassing or otherwise unacceptable or unlawful.

5.4 In addition, you agree not to (i) use any of the Services in any manner intended to damage, disable, overburden or impair any part of any of the Services or the computer equipment or network(s) connected to any of the Services, (ii) take any action that interferes with or disrupts the integrity, performance or the smooth or proper operation of the Swine Academy, Services (or any parts thereof), any third-party content or any other user's lawful use and enjoyment of any of the Services; (iii) frame any of the Services, place pop-up windows over its pages, or otherwise affect the display of its pages; (iv) attempt to gain unauthorized access to any of the Services, other accounts, computer equipment or networks connected to any of the Services through hacking, password mining or any other means; (v) use any high volume, automated, or electronic means to access any of the Services (including without limitation robots, spiders or scripts); (vi) obtain or attempt to obtain any materials or information on or via any of the Services not intentionally made available through the Services; (vii) copy or use any portion of any of the Services other than as expressly allowed under the Agreements; (viii) force headers or manipulate identifiers in order to disguise the origin of any communication transmitted through any of the Services or otherwise use the Swine Academy for fraudulent purposes or in connection with a criminal offence.

5.5 If you participate in any Course, you agree to not to engage in any activity that would dishonestly improve your results. In addition, unless otherwise stated in the respective Course, you agree that any tests or evaluations, quizzes or questions provided in connection with each Course are for your individual use only. Copying, capturing, transmitting, or providing all or any part of the tests, evaluations, quizzes, or questions to any other person infringes our intellectual property rights and is strictly prohibited.

## **6. Tests, Evaluations and Professional Further Education**

6.1 We do not guarantee that you will be able to use the participation in Courses on the Swine Academy or credit point for your professional further education or for any other professional recognition purposes. The professional recognition of credit points earned on the Swine Academy may be subject to the criteria and practice applied by your professional certification body. You agree and acknowledge that it is your responsibility to inform yourself about the criteria and practices applied by your professional certification body prior to using the Swine Academy.

6.2 We may offer a credential or other acknowledgment for participants who have satisfactorily demonstrated mastery of certain tests or evaluations that are part of the Course material. The decision to award any such credential or other acknowledgment to a given user will be solely within our reasonable discretion. We may choose not to offer any credential or other acknowledgment of completion or participation for some Courses. In addition, we may decide in our sole discretion whether to provide a record concerning a participant's performance in

a Course. The format of any credential or other acknowledgment and of any record of performance, provided by us relating to the Course will be determined by us in our sole reasonable discretion and may vary from Course to Course.

6.3 We reserve the right to cancel, interrupt or reschedule any Course or modify its content as well as the credit point value or weight of any test or other evaluation of progress that may be provided in connection with any Course. Courses are subject to the Agreements, including without limitation the Warranty, Disclaimer and Limitation of Liability sections below.

## **7. License Grant to You; Our Intellectual Property Rights**

7.1 In consideration for your agreement to these Terms of Use, we grant you a personal, non-exclusive, non-transferable, revocable license to access and use the Services solely in accordance with the Agreements. We may make Our Learning Content (as defined herein) available to you through the Course or otherwise via the Services. "Our Learning Content" means all content or other material, in whole or in part, , including but not limited to and available through the Courses or otherwise via the Services including but not limited to lectures, speeches, discussions, comments, video lessons, quizzes, tests, presentation materials, homework assignments, programs, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files, or other content and materials provided by us and/or its third party licensors. All of Our Learning Content is our property and/or of Boehringer Ingelheim Group or licensors and is protected by copyright, patent and/or other proprietary intellectual property rights under German and foreign law. You must maintain all proprietary notices being contained in the Swine Academy, such as copyright and other legal notices without any changes. Use for any other purpose is expressly prohibited and may result in severe civil and criminal penalties. Violations will be prosecuted.

7.2 You may obtain and use Our Learning Content only for your own personal private or own personal professional further education use in connection with the Services and participation in the Courses. You may only copy and modify Our Learning Content as necessary for your own personal private or own personal professional further education use. You may not transfer, retransmit, distribute, publish, commercially exploit or create derivative works of Our Learning Content. You may not reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate any of the Services. Notwithstanding the foregoing, certain reference documents, digital textbooks, articles and other information on the Services may be made available to you with the permission of third parties, and use of that third party material may be subject to certain rules and conditions, which we will post along with the material or otherwise inform you about. You agree to abide by all such rules and conditions.

7.3 Any rights not expressly granted herein are reserved.

## **8. Trademark notice**

The designations of Boehringer Ingelheim Group's products or services referenced on this Swine Academy or that appear in the Services, regardless of their presentation, in particular whether or not appearing in bold characters or together with the trademark symbol ®, may be protected by trademarks of entities of the Boehringer Ingelheim Group or its licensors. All other trademarks, service marks and logos used in the Services, with or without attribution, are the trademarks, service marks or logos of their respective owners. The products referenced on this Swine Academy may have different designations, labelling, product presentation or distinctiveness in different countries. Please contact the local company of Boehringer Ingelheim Group in case clarification is required. The use of the abovementioned trademarks of Boehringer Ingelheim Group, of the company name "Boehringer Ingelheim" and/or the Boehringer Ingelheim logo, except as expressly permitted herein, is prohibited and, under certain circumstances, may be in violation of criminal law.

## **9. Blocking access**

9.1 Boehringer Ingelheim may temporarily block a user's access to the Swine Academy (including to protected areas accessed with a User Account, if applicable), as a whole or to individual areas thereof, to the extent Boehringer Ingelheim has a justified interest in a temporary block which outweighs the user's interests after reasonably and objectively weighing the circumstances of the individual case and taking into account the interests of the user and Boehringer Ingelheim. This may be the case, in particular, if there are specific indications that the user has violated or is violating these Terms of Use and/or applicable law. The same shall apply if the account owner has provided his or her login details or Login Credential to third parties, or if there are other reasonable indications for Boehringer Ingelheim of third-party use or other misuse of the login data or Login Credentials of a User Account.

9.2 In case of a temporary block of an User Account or the access of a Registered User, Boehringer Ingelheim will notify the respective Registered User without delay by e-mail about the block and the details thereof, in particular the period of the blocking to the extent this can already be determined. After the period of the block has expired or the reason for the block no longer applies, the access shall be reactivated and Boehringer Ingelheim shall notify the respective Registered User by e-mail thereof in due time.

## **10. Termination of Services**

10.1 You agree that we, in our sole reasonable discretion, may terminate your access to the Swine Academy and use of any or all of the Services or your participation in any Course, for any reason or no reason, and that we shall not have any liability to you for any such action. In such a case, you will no longer have access to the Swine Academy or your User Account and the data or information uploaded hereto. Without limiting any of our other rights or remedies, it is our policy to terminate in appropriate circumstances users of the Services who are repeat copyright infringers. We will not be required to provide you any Service or engage in any activity (including but not limited to providing you Courses and/or credentials or



acknowledgements relating to same) if we believe that the service or activity may violate any applicable law or regulation.

10.2 You agree that we have the right to cancel, delay, reschedule, or alter the format of any Program at any time.

10.3 If you no longer wish to participate in any Course or use any of the Services, you may terminate your participation upon written or textform notice to us (e.g. per email). The rights granted to you hereunder will terminate upon any termination of your right to use the Services or your participation in a Course, but the other provisions of the Agreements will survive any such termination.

## **11. Links to third- party websites and content**

11.1 The Services may contain links (hyperlinks/references) to or implemented content (such as videos) from other websites or applications that are operated by third parties. The responsibility for such websites and content lies solely with the respective operators. Links and implemented content are offered for convenience only; they do not imply a recommendation or endorsement by Boehringer Ingelheim. Therefore, BI does neither accept any responsibility for such implemented content, websites, their content, their availability or webcasting or any other form of transfer received from such a website. Subject to the section "Limitation of warranty and liability", all liability for such websites and implemented content is excluded.

11.2 You access such websites and content at your own responsibility and are subject to the cookie, privacy, and legal policies of the respective website.

## **12. Disclaimer**

AS THE SERVICES ARE PROVIDED FREE OF CHARGE, TO THE FULLEST EXTENT PERMITTED BY GERMAN LAW,

- (i) ALL COURSES AND SERVICES (AS DEFINED AT THE OUTSET OF THESE TERMS OF USE) AND ANY RELATED PRODUCTS, TEXTS, DOCUMENTS, IMAGES, GRAPHICS OR FILES PROVIDED ON THE SWINE ACADEMY FOR ANY PURPOSE AND THE INFORMATION CONTAINED HEREIN ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITIONS OF ANY KIND, WHETHER IMPLIED OR EXPRESS, INCLUDING FOR MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE OR THAT THEY DO NOT INFRINGE RIGHTS OF THIRD PARTIES;
- (ii) BOEHRINGER INGELHEIM DOES NOT WARRANT THAT ANY COURSE OR SERVICE WILL NOT EXPERIENCE OUTAGES OR OTHERWISE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;

- (iii) BOEHRINGER INGELHEIM DOES NOT WARRANT THAT ANY SERVICE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE ANY SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- (iv) WITHOUT LIMITING THE FOREGOING, BOEHRINGER INGELHEIM DOES NOT WARRANT THAT (a) THE PROGRAMS OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (b) THE COURSES, SERVICES OR INFORMATION OBTAINED THROUGH OR FROM THE COURSE OR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, SECURE OR FULLY RELIABLE, OR (c) ANY DEFECTS IN OR ON THE COURSES OR SERVICES WILL BE CORRECTED;
- (v) BOEHRINGER INGELHEIM MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SERVICES, AND
- (vi) YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE COURSES AND SERVICES MAY BE IMPAIRED.

### **13. Limitation of warranty and liability**

13.1 Unlimited Liability. The Parties shall be mutually liable without limitation: (a) in the event of willful misconduct or gross negligence; (b) within the scope of a warranty taken over by the respective Party; (c) in the event that a defect is maliciously concealed; (d) in case of an injury to life, body, or health; or (e) according to the German Product Liability Law.

13.2 Material Obligations. In the event of a slightly negligent breach of such essential contractual obligations, the fulfilment of which is essential for the proper performance of the Agreement, the breach of which endangers the achievement of the purpose of the Agreement and on the observance of which the recipient of the service regularly relies (so-called material obligations/Kardinalspflichten), the liability of either Party shall be limited in amount to the damage which is foreseeable and typical according to the nature of the transaction in question. Further liability of either Party does not exist.

13.3 Unless the Parties are liable in accordance with either section 13.1 or 13.2 above and considering that Boehringer Ingelheim is providing the Services free of charge, in no event shall the aggregate liability of each Party together with all of its Affiliates arising out of or related to this Agreement exceed a total amount of EUR 25.000 (in words: twenty-five thousand Euros).

13.4 Unless the Parties are liable in accordance with section 13.1, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a Party's damages against the respective other Party's employees, agents, or bodies.

### **14. Assignment**

We may freely transfer or assign any portion of its rights or delegate its obligations under the Agreements within the Boehringer Ingelheim Group of companies. You may not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under the Agreements without our prior written consent, and any attempted such transfer or assignment shall be void and of no effect.

## **15. Changes to Terms of Use**

Boehringer Ingelheim reserves the right to change these Terms of Use at any time. We may make changes to the Agreements at any time but will inform you that we are doing so by giving clear prior notice via the Services (e.g., by email or by any other means). If you are using the Services as a professional user (§ 14 German Civil Code), e.g., as a pig producer, veterinary practitioner or as employee or contractor of a pig producer or a veterinary clinic, then you signify your agreement to the modified Agreements and all the changes by registering for, accessing or using any Services after any such changes have been made. In such case, all such changes will be effective immediately unless we notify you of a later effective date. If you disagree to the changes, you should discontinue use of the Services. If you are a consumer (§ 13 German Civil Code), we ask you to express your consent to the changes.

## **16. Severability**

Should individual provisions of these Terms of Use be or become invalid in whole or in part, the validity of the other provisions shall be unaffected. The wholly or partially invalid provision shall be replaced by a legally permissible provision coming as close as possible to the economic purpose of the invalid provision. The same shall apply for the remediation of any omissions.

## **17. Governing law, dispute resolution**

You agree that the Agreements and any claim or dispute arising out of or relating to the Agreements, any Program or other Service, or any content obtained from or through any of the Services are governed solely by German law without regard to its conflicts of law provisions. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall be excluded. The exclusive place of jurisdiction and sole venue is Ingelheim am Rhein, Germany.

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