

Terms and Conditions for My Baxter Platform eServices Portal

Last Updated: January 9, 2023

These Terms and Conditions (“Terms”) govern your (“User,” “you” or “your”) access to and use of the My Baxter Platform eServices Portal located at <https://my.baxter.com> and all related services (collectively, the “Portal”), each as provided by Baxter Healthcare Corporation (together with its affiliates and subsidiaries, “Baxter,” “our,” “we,” or “us”). By clicking “Accept & Sign,” using, or otherwise accessing the Portal, you acknowledge that you have read, understand, and agree to these Terms without any modification. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PORTAL.

If you are using the Portal on behalf of an entity, you represent and warrant that you have authority to bind that entity to these Terms, and by accepting these Terms, you are doing so on behalf of that entity. All references to “User,” “you,” or “your” in these Terms will be deemed to refer to that entity.

1. Functions of the Portal; Intended Uses

The Portal is intended to provide self-service capabilities including the ability to place orders, view order history, send requests and inquiries, retrieve invoices, download Certificates Of Analysis, view shipping information and interact with Baxter Customer Service Representatives through live chat. The Portal is intended for use solely for Baxter customers, including Hospitals and other Healthcare Providers. Notwithstanding anything to the contrary, Baxter reserves the right to update the Portal at any time at its discretion. You acknowledge and agree that such updates may change the functionality offered through the Portal.

The Portal and the Portal Content (defined below in Section 10) may contain information on medical and health-related topics. Such information is for general educational purposes only. Neither the Portal nor any Portal Content is a substitute or replacement for medical advice or the professional judgment of a health care provider or the members of the care-providing team. The Portal is not intended to be, nor should it be, used for purposes of providing medical treatment or attention or making medical or health-related decisions. It is the ultimate decision of a health care provider or care-providing team to decide which treatment and related products are appropriate for which type of patient. Qualified professionals should pay attention to drug manufacturers’ recommendations and claims to establish their judgment.

To the extent permitted under applicable law, the Portal may also contain information about products, which may or may not be available in any particular country, and if applicable, may have received approval or market clearance by a governmental regulatory body for different indications and restrictions in different countries. Each country has specific laws, regulations and medical practices governing the communication of medical or other information about medical products on the Internet. Nothing herein or included on the Portal should be construed as a solicitation, promotion or recommendation for any product or indication that is not authorized by the laws and regulations of the country where you reside.

2. License Grant

Subject to User’s ongoing compliance with these Terms, Baxter grants User a limited, revocable, nonexclusive, nontransferable personal right to access and make use of the Portal solely for the benefit of User and no other commercial purpose. All rights not otherwise expressly granted by these Terms are reserved by Baxter.

3. User Accounts

Access to the Portal requires you to be registered with an account, username and password (“Account”) to use the features and services provided through the Portal. You agree that you have and will continue to provide truthful and accurate information during the registration process. The username and password you created during the registration process will be used to login to the Portal following registration. You agree not to use any other person’s username or password to access the Portal at any time.

You acknowledge and agree that you are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your Account, including any related charges (for instance, charges related to ordering certain services), whether or not ultimately authorized by you. You are also responsible for maintaining the confidentiality of the information displayed on the screen after you login with your username and password. You are also responsible for logging out of your Account at the end of each session.

You are prohibited from sharing your Account with, or assigning your Account to, any other person without our prior authorization. In the event your information changes or you become aware of or suspect any unauthorized use of your Account, you must immediately notify us. You represent and warrant that your access to and use of the Portal does not violate or constitute a breach of any other agreement, contract, terms of use, or other legal obligation to which you are subject.

Baxter has taken measures it believes to be appropriate to ensure the security and confidentiality of any information that you provide to us through the Portal. However, the Internet is not an absolutely secure medium, and is not under Baxter’s control. Use of the Internet is solely at your own risk and is subject to applicable laws and regulations.

4. Telephone Message Terms

By consenting to receive SMS/text messaging and/or phone calls (collectively “messages”), you agree to receive such messages related to the Portal, from and on behalf of Baxter, to the number you provided. These messages may be sent using an automatic telephone dialing system or other technology. Your consent is not a condition of any purchase or service.

Baxter does not charge for this functionality, but you are responsible for all charges and fees which may be imposed or associated with such messages imposed by your telephone provider. Message frequency may vary. Standard message and data rates may apply from your telephone provider. Check your specific plan and contact your telephone provider for details. You are solely responsible for all charges related to messages, including charges from your telephone provider.

5. Prohibited Uses

You agree to use the Portal only for lawful purposes and to follow all applicable laws and regulations of the United States and any other jurisdiction in which you reside or from which you access or use the Portal.

You agree that you will not: (a) copy, modify, adapt, alter, translate, enhance, or otherwise create derivative works or improvements of the Portal or any Portal Content; (b) use the Portal in outsourcing, time-sharing, or to otherwise commercially exploit or make available to any third party, any portion of the Portal; (c) reverse engineer, decompile, disassemble, or otherwise attempt to learn or gain access to the

source code, structure, or ideas upon which the Portal is based; (d) promote illegal activities, fraudulent schemes, anything objectionable (as determined by us) or otherwise violate any applicable law; (e) stalk, harass, threaten, or invade the privacy of or engage in predatory behavior towards another user or any other person; (f) post, upload or otherwise transmit any information that is unlawful, harmful, abusive, tortious, profane, indecent, sexually explicit, hateful, or racially, ethnically or otherwise objectionable or intended to offend any person or that is otherwise objectionable to Baxter, in its sole discretion; (g) use the Portal to post, use, upload, or disseminate content, files, graphics, software, or other material that infringes or misappropriates any trade secret or intellectual property rights, rights of publicity, rights of privacy, or proprietary rights of any person or entity; (h) take any action to circumvent, compromise, or defeat any security measures implemented on the Portal; (i) use any manual or automated software, devices, or other processes to “crawl” or “spider” any web pages contained in the Portal (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract data from the Portal); (j) upload or otherwise transmit information that contains software viruses or any other malicious code, files, or programs designed to interrupt, disable, alter, harm, or limit the functionality of the Portal or any software, firmware, data, hardware, or system; (k) frame or otherwise simulate the appearance or functions of the Portal or any portion thereof; (l) use the Portal to gain competitive intelligence about us or develop a competing product or service; (m) harvest or otherwise collect, store or use information about other users; or (n) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity. You further agree not to solicit, encourage, or assist any other person in doing any of the foregoing.

6. User Communications and Records; Feedback

As a user of the Portal, you are responsible for your own communications and are responsible for the consequences of posting those communications. Baxter is entitled to use any such communications in any legal manner without compensation of any kind to you. Baxter does not screen communications in advance and is not responsible for screening or monitoring material posted by users. Baxter reserves the right, but has no obligation, to review material posted to the Portal by users and edit or remove such material in its sole discretion.

The Portal facilitates communication between authorized users and Baxter in order to provide self-services in connection with Baxter products. However, the Portal is not intended to be the only means of communication.

If you provide us any feedback, suggestions, recommendations, or other input relating to the Portal (collectively, “Feedback”), then you hereby grant us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, sublicensable license to reproduce, perform, display, distribute, modify, create derivative works of, make, have made, use, sell, offer to sell, import, and otherwise dispose of such Feedback, and any modifications, derivative works or implementations thereof and any product, software, or service that incorporates, is combined with or uses, or is marketed for use in combination with, any of the foregoing.

7. Privacy

Your privacy and security of information is important to us. Please carefully review our [Privacy Policy](#) for information about how Baxter may collect, use, store, or share information from you.

8. Children

The Portal is not aimed or intended for children under the age of 18. If you are under the age of 18, please DO NOT USE the Portal. By using the Portal, you represent and certify that you are 18 years of age or older.

9. Links and Third Party Content

The Portal may contain links to other websites not operated by us. Such links are provided solely for convenience and do not imply an endorsement, recommendation, or certification by Baxter of the contents of such other websites. Baxter does not review, control, or monitor the materials on such other websites and will not be responsible for the content of any such websites. Baxter does not make any representations or warranties regarding any other websites or the contents or materials on such websites, and you agree that we have no control over and are not responsible for the content or availability of such websites or resources, or for any privacy or other practices of the third parties operating those websites or resources.

10. Intellectual Property

All content and materials, including text, graphics, logos, trademarks, button icons, images, illustrations, photographs, digital downloads, and other materials included in or otherwise provided to you through the Portal (collectively, “Portal Content”), and all intellectual property rights therein, are the property of Baxter or its third party licensors and are protected by U.S. and international laws. No right, title, or interest in any Portal Content or intellectual property rights therein is transferred to you as a result of your agreement to these Terms or your use of the Portal. Baxter reserves all rights in and to Portal Content.

11. Warranty Disclaimers

THE PORTAL IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE PORTAL IS AT USER’S SOLE RISK. BAXTER DOES NOT WARRANT THAT USER’S USE OF THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES BAXTER MAKE ANY WARRANTY AS TO THE SUITABILITY OF THE PORTAL FOR ITS INTENDED USE. BAXTER, FOR ITSELF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, TITLE, NON-INFRINGEMENT, TIMELINESS, SUITABILITY, OR ACCURACY. USER IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN IN RELIANCE ON THE PORTAL OR ANY INFORMATION INCLUDED IN THE PORTAL, INCLUDING, FOR AVOIDANCE OF DOUBT, ANY INACCURATE OR INCOMPLETE INFORMATION.

BAXTER USES REASONABLE EFFORTS TO MAINTAIN THE PORTAL BUT IS NOT RESPONSIBLE FOR ANY DEFECTS OR FAILURES ASSOCIATED WITH THE PORTAL, OR ANY PART THEREOF, ANY CONTENT POSTED USING THE PORTAL, OR ANY DAMAGES THAT MAY RESULT FROM ANY SUCH DEFECTS OR FAILURES. THE PORTAL MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING WITHOUT LIMITATION: (A) EQUIPMENT MALFUNCTIONS; (B) PERIODIC MAINTENANCE PROCEDURES OR REPAIRS; OR (C) CAUSES BEYOND THE REASONABLE CONTROL OF BAXTER OR WHICH ARE NOT REASONABLY FORESEEABLE BY BAXTER.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETIES.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BAXTER, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING FROM OR RELATING TO THESE TERMS, THE PORTAL, OR USER'S ABILITY OR INABILITY TO USE THE PORTAL, ANY INACCURACY OR INCOMPLETENESS OF INFORMATION CONTAINED IN THE PORTAL, ANY DELAY OR FAILURE OR ALTERATION OF ANY TRANSMISSION OR DATA, EVEN IF BAXTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BAXTER'S, ITS AFFILIATES', LICENSORS' AND SERVICES PROVIDERS' TOTAL AGGREGATE LIABILITY FOR DAMAGES, CLAIMS, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE) ARISING OUT OF OR RESULTING FROM THESE TERMS OR THE PORTAL EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THE PORTAL. YOU AGREE THAT IF YOU ARE DISSATISFIED WITH THE PORTAL, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE PORTAL AND TERMINATE THESE TERMS IN ACCORDANCE WITH THE PROVISIONS HEREIN.

13. Release and Indemnification

You agree to release Baxter and its affiliates, and their respective officers, directors, and agents, from any and all liability and obligations whatsoever in connection with or arising out of your use of or inability to use the Portal. You further agree to defend, indemnify, and hold harmless Baxter and its affiliates, and their respective officers, directors, employees, agents, shareholders, licensors, and suppliers from and against any and all claims, actions, demands, obligations, losses, liabilities, expenses, and costs, including reasonable attorneys' fees, arising out of or resulting from your (a) access to or use of, or inability to use, the Portal; (b) breach of these Terms; (c) infringement or misappropriation of any intellectual property or other rights of Baxter or third parties; or (iv) violation of law, negligence or willful misconduct.

14. Termination

These Terms are effective upon your creation of a username and password for your Account (as described above) and will continue until terminated as set forth herein. You may terminate these Terms at any time by discontinuing your use of the Portal. Upon termination of these Terms, you must cease use of the Portal and destroy all materials obtained via the Portal.

You agree that we may suspend or terminate your access to or use of the Portal or any part thereof for any reason, including but not limited to (a) breaches or violations of these Terms; (b) discontinuance or material modification to the Portal; (c) unexpected technical or security issues or problems; (d) extended periods (eighteen months or more) of inactivity by a User on the landing page where you access this Portal; or (e) engagement by you in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party. Further, we reserve the right to discontinue providing any portion of the Portal without notice.

15. Miscellaneous

- (a) Governing Law; Jurisdiction. These Terms and your use of the Portal shall be governed by the laws of the United States of America and the State of Illinois without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Any legal action or proceeding related to this Portal or arising out of or related to these Terms shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Cook County, Illinois, and each of Baxter and you hereby irrevocably submit to those courts' venue and jurisdiction and waive defenses of lack of personal jurisdiction and forum non-conveniens. Notwithstanding the foregoing, if you are a consumer within the meaning of the applicable EU and Member States national protection laws, these Terms are subject to consumer protection laws as applicable to you, pursuant to art. 6 of Regulation CE 593/2008.
- (b) Entire Agreement. These Terms constitute the entire agreement between the Baxter and User hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning such subject matter. For avoidance of doubt, these Terms do not supersede any terms and conditions applicable to a third party website.
- (c) Updates to These Terms. Baxter may, from time to time, make changes to these Terms. You will be informed of such changes by a notice on the Portal and asked to agree to the changes before entering the Portal. Your acceptance of the modified terms or continued access or use of the Portal after these Terms are revised, constitutes your express consent to the modified Terms. If you do not accept the changes your right to use the Portal shall be deemed terminated and we may refuse you access to the Portal. No other amendment, change, or extension to these Terms is valid or binding unless approved in writing by Baxter.
- (d) Waiver. No delay or failure by either party to exercise or enforce at any time any right or provision of these Terms will be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right or provision of these Terms.
- (e) Severability. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms, and the offending provision shall be deemed automatically modified by the minimum necessary to render it valid and enforceable under applicable law, with the nature and extent of the modifications to be determined by a court of competent jurisdiction.
- (f) Equitable Relief. Notwithstanding anything herein to the contrary, User acknowledges that any breach of these Terms or any infringement upon or misappropriation of any intellectual property rights of Baxter or its licensors, would cause irreparable harm and significant injury to Baxter and/or its licensors. As such, Baxter and User agree that Baxter has the right to enforce these Terms by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice and in addition to any other rights and remedies that may be available to Baxter.
- (g) No Assignments and Transfers. No rights or obligations under these Terms may be assigned or transferred by you, either voluntarily or by operation of law, without Baxter's express prior written consent and in its sole discretion.

- (h) No Third Party Beneficiaries. Nothing in these Terms will confer upon any person or entity, other than the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (i) Headings. The headings used herein are for convenience only and will not limit the interpretation of any section hereof.
- (j) For Users in Italy. Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code you declare that you have read and expressly and specifically approve the provisions of the following clauses: Intended Uses; User Accounts; Mobile Terms; Prohibited Uses; Feedback; Privacy; Warranty Disclaimers; Limitation of Liability; Release and Indemnification; Governing Law; Jurisdiction; Updates to These Terms; Waiver; Severability; Equitable Relief.
- (k) Questions, Comments and Notices. Baxter may deliver notice to you by electronic mail, a general notice on this Portal, or by written communication delivered by registered post to your address on record with Baxter. You may deliver notice to Baxter by contacting us at [this link](#).