

Terms of Service

1. General

The Solventum website, including but not limited to [solventum.com](https://www.solventum.com) and its affiliated websites, (the “**Website**”), provides an online resource for our investors, customers, and healthcare professionals. Solventum at any time may modify, terminate, change, suspend or discontinue any aspect of the Website, including the availability of any features and that of any third parties on or from this Website. Solventum may terminate your use of the Website at any time in its sole discretion. These Terms apply exclusively to your access to and use of the Website and do not alter the terms or conditions of any other agreement that you may have with Solventum or its subsidiaries and affiliates (“**Solventum**,” “**we**,” “**our**,” or “**us**”). Unless required by law, these Terms and Conditions (“**Terms**”) may be changed from time to time and without further notice. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms.

These Terms are organized in the following sections. For immediate access to a particular section, **jump to**:

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2. Your Account and Conduct

When you use our Website, you may be required to create an account. You agree that the information you provide when signing up for an account must be accurate, current, and complete, and that your conduct is governed as below. You are responsible for all activities that occur via your account credentials, including keeping them confidential. For example, if you change the phone number you provide to us, you agree to update your account to ensure that messages intended for you are not sent elsewhere. Solventum reserves the right to change what is offered on the Website, change the Website itself, refuse Website access, terminate existing access, and to cancel accounts in our discretion. You can close your account at any time. When using the Website, you acknowledge and agree to the following:

- a. Not to disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers, or networks connected to or accessible through the Website or through affiliated or linked websites;
- b. Not to use any robot, spider, scraping, or other automated tool, process, or means of accessing the Website for any purpose, including monitoring or copying any material found on the Website;
- c. Not to disrupt or interfere with any other user’s enjoyment of the Website or affiliated or linked websites;
- d. Not to use or attempt to use another’s account, service, or system without authorization from us, or to create or use a false identity on this Website;
- e. Not to use this Website to seek, provide, or obtain specific advice, medical opinion, diagnosis, or treatment; and

- f. Not to post or otherwise disseminate on or through the Website, unlawful, harassing, abusive, offensive, threatening, harmful, or obscene communications or material of any kind, or materials which infringe or violate any applicable law or regulation, or third party's privacy, copyright, trademark, trade secret, or other proprietary or property right.

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3. Intellectual Property

The Website is protected by one or more forms of intellectual property including, for example, copyright, trade dress, trademark, patent laws, and proprietary rights. All such intellectual property and proprietary rights are owned or licensed by Solventum. Nothing on the Website or its use by you shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property rights owned by us and/or displayed on the Website without our prior written permission. You may not use, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any materials from the Website without Solventum's express written consent. If you use content covered by intellectual property rights that we have and make available on our Website (for example, images, designs, videos, or sounds we provide) that you add to content you create or share, Solventum retains all rights to its content, including derivative works from the Solventum-owned content. Solventum reserves a perpetual right to use, in any matter whatsoever, and without compensation or attribution, any content submitted via the Website.

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4. Your Privacy

Solventum's [Global Website Privacy Statement](#) applies to your use of the Website. Please review our Privacy Statement and related information about your privacy and our use of your information.

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5. Warranties and Limitation of Liability

NO WARRANTIES. ALL CONTENT OF THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOLVENTUM DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOLVENTUM MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THIS WEBSITE, OR ITS AFFILIATE'S OR SUBSIDIARY'S WEBSITES.

SOLVENTUM MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THIS WEBSITE IS FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE DIGITAL CODE.

YOU AGREE THAT NEITHER SOLVENTUM NOR ANY PERSON OR COMPANY ASSOCIATED WITH SOLVENTUM SHALL BE LIABLE FOR ANY DAMAGE ARISING FROM YOUR USE OR INABILITY TO USE THE WEBSITE OR THE MATERIALS ON THE WEBSITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL BASIS. THIS PROTECTION COVERS SOLVENTUM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTIES MENTIONED ON THE WEBSITE. THIS PROTECTION COVERS ALL LOSSES INCLUDING WITHOUT LIMITATION, AND TO THE EXTENT PERMISSIBLE BY LAW, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY OR WRONGFUL DEATH, LOSS OF PROFITS OR DAMAGES RESULTING FROM DATA LOSS OR BUSINESS DISRUPTION.

TO THE EXTENT DIRECT DAMAGES ARE PERMISSIBLE, IN NO EVENT SHALL SOLVENTUM'S LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ALL DIRECT DAMAGES OR LIABILITIES EXCEED IN THE AGGREGATE THE AMOUNT OF

ONE HUNDRED DOLLARS (USD \$100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

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6. Third Party Websites and Content

This Website may contain links to websites not operated by Solventum. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. These websites may contain information about uses of our products or solutions that we do not control or endorse. We are not responsible for the performance of those websites or for your business dealings with them. Your use of other websites is subject to the terms of use of those websites, including the privacy notices of those websites.

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7. Arbitration / Class Waiver

Other than claims relating to trade secrets, patents, copyright, or trademarks, you and Solventum agree to submit all disputes between you relating to your access and use of the Website on an individual basis and through binding arbitration. You may opt-out of this arbitration section by sending an e-mail to [INSERT EMAIL ADDRESS]. This agreement to arbitrate memorializes a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this section.

In the event of a dispute, the claiming part must send the other a notice including a written summary of the dispute. Within 60 calendar days, the parties shall engage in a good faith informal dispute resolution conference. To the extent the parties cannot achieve an informal resolution, either party may proceed to arbitration as described in this section.

The arbitration shall be confidential, closed to the public, administered by the American Arbitration Association (“AAA”), and be governed by the AAA Commercial Arbitration Rules and Mediation Procedures (“**AAA Commercial Rules**”), and other applicable rules, including the AAA Consumer Arbitration Rules (“**AAA Consumer Rules**”). All disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state, provincial, territorial, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms and this section. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Unless otherwise required by law, the arbitration shall take place in Delaware. In all hearings, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. The discovery or exchange of non-privileged information may be allowed during the arbitration pursuant to the AAA Commercial Rules and AAA Consumer Rules.

To the extent you participate in a mass arbitration action (such as claims brought by the same law firm on behalf of multiple individuals), the parties will negotiate and agree upon special arbitration terms, and Solventum reserves the right to withdraw from this arbitration section.

Finally, to the extent permitted by applicable law, you agree that you may only bring disputes against Solventum in court or arbitration on an individual basis, and not as a plaintiff or class member in any purported class or representative proceeding.

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8. Other Rules about this Website

Other than those disputes governed by Section 7, you agree that the only proper jurisdiction and venue for any dispute with Solventum, or in any way relating to your use of this Website, is in the state and federal courts in the State of Delaware, United States of America. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving Solventum or its affiliates, employees, officers, directors, agents, or suppliers.

These terms are governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles, and the federal laws of the United States.

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9. Contact Us and Notices

Solventum may deliver notice to you by electronic mail, a general notice on this Website, or by written communication to your address on record with Solventum. You may deliver notice to Solventum by emailing us at [INSERT EMAIL ADDRESS] or Attention: Office of General Counsel, [INSERT REGISTERED BUSINESS ADDRESS].

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