

terms of service

bluebird bio Terms of Service and End User License Agreement

Welcome, and thank you for your interest in bluebird bio, Inc. (“bluebird,” “we,” or “us”) and our websites along with our related, networks, applications, mobile application(s), and other services provided by us (collectively, the “Service”). These Terms of Service and End User License Agreement are a legally binding contract between you and bluebird regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND, BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING BLUEBIRD’S PRIVACY POLICY (TOGETHER, THE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE.

1. **Agreement Overview.** As provided in greater detail in these Terms (and without limiting the express language of the Terms below), you agree and acknowledge that these Terms include the following provisions:

1.1 **ARBITRATION** — disputes arising hereunder will be resolved by binding arbitration, and BY ACCEPTING THESE TERMS, YOU AND BLUEBIRD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (As set forth in Section 17);

1.2 **LICENSE** — the Service is licensed, not sold to you, and you may use the Service only as set forth in these Terms. (As set forth in Section 6);

1.3 **PRIVACY** — you consent to the collection and use of certain of your personally identifiable information in accordance with bluebird’s Privacy Policy [<https://www.challengetdt.co.uk/pdfs/bluebird-bio-privacy-policy.pdf>] (As set forth in Section 18.2);

1.4 **NO WARRANTY** — the Service is provided “AS IS” and “AS AVAILABLE” without warranties of any kind and bluebird’s liability to you is limited. (As set forth in Sections 15 and 16);

2. **bluebird Service Overview.** The Service includes platforms that allow users to request funding from bluebird, learn about and obtain updates on disease awareness, and learn about bluebird’s products and services. BLUEBIRD AND THE SERVICE DO NOT PROVIDE ANY MEDICAL ADVICE OR OPINIONS, NOR DOES YOUR USE OF THE SERVICE ESTABLISH A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND BLUEBIRD. ALL

MATERIALS ON THE SERVICE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT SERVE AS A SUBSTITUTE FOR THE ADVICE OF A MEDICAL PROFESSIONAL.

3. **Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 18 years old; (ii) you have not previously been suspended or removed from any part of the Service; and (iii) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
4. **Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at info@bluebirdbio.com.
5. **Location Based Services.** Some of the features of the Service may enable bluebird to access your location in order to tailor your experience with the Service based on your location ("Location-based Services"). In order to use certain Location-based Services, you must enable certain features of your mobile phone, which enable bluebird to identify your location through a variety of means, including GPS location, IP address, cell tower location, geo-fencing technology, or detection by physical on-location Wi-Fi or Bluetooth sensors, as available. If you choose to disable any Location-based Services on your device, you will not be able to utilize certain features of the Service. By enabling Location-based Services, you agree and acknowledge that: (i) device data we collect from you is directly relevant to your use of the Service; (ii) bluebird may provide Location-based Services related to and based on your then-current location; and (iii) bluebird may use any such information collected in connection with provision of the Service.
6. **Licenses**
 - 6.1 **Limited License.** Subject to your complete and ongoing compliance with all the Terms, bluebird grants you: (i) a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install one copy of the mobile application(s) associated with the Service downloaded from a legitimate marketplace, and to use such mobile applications so installed, or that may have been pre-installed on your mobile device by the device manufacturer, in each case solely in object code format, and solely for your personal, non-commercial use for lawful purposes, on mobile devices that you own or control, and (ii) permission to access and use the Service for your personal use. If you are using a part of the Service that, by its intended functionality, allows you to download informational content from the Service ("Informational Content"), then you

are granted a limited, non-exclusive, non-transferable, non-sublicenseable license to download and use that Informational Content for your personal use only.

6.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, or publicly perform the Service; (ii) make modifications to the Service; or (iii) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it. Further, you may not (a) distribute, reproduce, publicly display, or otherwise use the Informational Content for commercial purposes or (b) modify, edit, or create derivative works of the Informational Content (including by removing any of bluebird's name, trademark or logo from the Informational Content).

6.3 Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("Feedback"), then you hereby grant bluebird an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

7. **Ownership; Proprietary Rights.** The Service is owned and operated by bluebird. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (including Informational Content) ("**Materials**") provided by bluebird are protected by intellectual property and other laws. All Materials included in the Service are the property of bluebird or our third-party licensors. Except as expressly authorized by bluebird, you may not make use of the Materials. bluebird reserves all rights to the Materials not granted expressly in these Terms.

8. **Third-Party Terms**

8.1 Carrier Service. Your access to use the Service may be subject to separate third party terms of service and fees, including your mobile network operator's terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility.

8.2 Third Party Services and Linked Websites. bluebird may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on bluebird with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as "like" or "share" buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

8.3 Open Source Software. The Service may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components (“Open Source Components”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use of such Open Source Components thereunder.

9. User Content

9.1 User Content Generally. Certain features of the Service may permit users to upload content to the Service, including messages, reviews, photos, video, images, folders, data, text, and other types of works (“User Content”) and to publish User Content on the Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service.

9.2 Limited License Grant to bluebird. By posting or publishing User Content, you grant bluebird a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed, subject to the intended functionality of the applicable part of the Service. For example, if you are submitting User Content as part of a grant application, then the foregoing license grants us a right to use that User Content for the purpose of evaluating your application (and not, for example, to post that User Content publicly). On the other hand, for example, if you are submitting User Content in a public forum, then the foregoing license grants us a right to post that User Content publicly.

9.3 Limited License Grant to Other Users. By posting or sharing User Content with other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.

9.4 User Content Representations and Warranties. We expressly disclaim any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

- a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize bluebird and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by bluebird, the Service, and these Terms; and
- b. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause bluebird to violate any law or regulation.

9.5 User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. bluebird may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against bluebird with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, bluebird does not permit copyright-infringing activities on the Service.

9.6 Monitoring Content. bluebird does not control and does not have any obligation to monitor: (i) submitted content; (ii) any content made available by third parties; or (iii) the use of the Service by its users. You acknowledge and agree that bluebird reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time, bluebird chooses, in its sole discretion, to monitor the content, bluebird nonetheless assumes no responsibility or liability for the content or any loss or damage of any kind incurred as a result of the use of such content. During monitoring, information may be examined, recorded, copied and used in accordance with our Privacy Policy: <https://www.challengeit.co.uk/pdfs/bluebird-bio-privacy-policy.pdf>

10. Prohibited Conduct. BY USING THE SERVICE YOU WILL NOT:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- b. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- c. post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- d. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

e. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

f. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;

g. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 7) or any right or ability to view, access, or use any Materials; or

h. attempt to do any of the acts described in this Section 10 or assist or permit any person in engaging in any of the acts described in this Section 10.

11. Digital Millennium Copyright Act

11.1 DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

bluebird bio, Inc.
ATTN: Legal Department (Copyright Notification)
60 Binney Street
Cambridge, MA 02142
Email: copyright@bluebirdbio.com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must comply with elements of notification as described in 17 U.S.C. §512.

11.2 Repeat Infringers. bluebird will promptly terminate the accounts of users that are determined by bluebird to be repeat infringers.

12. Modification of these Terms. We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you will be required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 12, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

13. Term, Termination and Modification of the Service

13.1 **Term.** These Terms are effective beginning when you accept the Terms or download, install, access or use the Service, and ending when terminated as set for in Section 13.2.

13.2 **Termination.** If you violate any provision of these Terms, your account and these Terms automatically terminate. In addition, bluebird may, at its sole discretion, terminate these Terms, your account on the Service or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by contacting bluebird at info@bluebirdbio.com with a full description of what Service you would like to terminate.

13.3 **Effect of Termination.** Upon termination of these Terms: (i) your license rights will terminate and you must immediately cease all use of the Service; (ii) you will no longer have access to your account; and (iii) Sections 6.3, 7, 13.3, 14, 15, 16, 17 and 18 will survive.

13.4 **Modification of the Service.** bluebird reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

14. **Indemnity.** You are responsible for your use of the Service, and, to the fullest extent permitted by law, you will defend and indemnify bluebird and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “bluebird Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs (“Claims”) brought by a third party arising out of or connected with: (a) your use of, or misuse of, the Service not in compliance with these Terms; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those Claims.

15. Disclaimers; No Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BLUEBIRD DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. TO THE FULLEST EXTENT PERMITTED BY LAW, BLUEBIRD DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF OR THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR BLUEBIRD ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE BLUEBIRD ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE(S) USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THE MATERIALS OR CONTENT.

16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE BLUEBIRD ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY BLUEBIRD ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 17.4(iii) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE BLUEBIRD ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND

INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. Dispute Resolution and Arbitration

17.1 Generally. In the interest of resolving disputes between you and bluebird in the most expedient and cost-effective manner, you and bluebird agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BLUEBIRD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, AND THAT THIS AGREEMENT WILL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

17.2 Exceptions. Despite the provisions of Section 17.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (d) to file suit in a court of law to address an intellectual property infringement claim.

17.3 Arbitrator. Any arbitration between you and bluebird will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at (800) 778-7879, or by contacting bluebird. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

17.4 Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail (“**Notice**”). bluebird’s address for Notice is:

bluebird bio, Inc.
ATTN: Legal Department
60 Binney Street
Cambridge, MA 02142

The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set

forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or bluebird may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or bluebird must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, bluebird will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by bluebird in settlement of the dispute prior to the arbitrator’s award; or (iii) \$10,000.

17.5 Fees. If you commence arbitration in accordance with these Terms, bluebird will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Middlesex County, Massachusetts, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse bluebird for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

17.6 No Class Actions. YOU AND BLUEBIRD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and bluebird agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

17.7 Modifications to this Arbitration Provision. If bluebird makes any future change to this arbitration provision, other than a change to bluebird’s address for Notice, you may reject the change by sending us written notice within 30 days of the change to bluebird’s address for Notice, in which case your account with bluebird will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

17.8 Enforceability. If Section 17.6 is found to be unenforceable or if the entirety of this

Section 17 is found to be unenforceable, then the entirety of this Section 17 will be null and void.

18. General Terms. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and bluebird regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

18.1 Governing Law. These Terms are governed by the laws of Massachusetts. You and bluebird submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Middlesex County, Massachusetts for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Massachusetts, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

18.2 Privacy Policy. Please read the bluebird Privacy Policy, found here: <https://www.bluebirdbio.com/privacy-policy>, carefully for information relating to our collection, use, storage, disclosure of your personal information. The bluebird Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

18.3 Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

18.4 Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

18.5 Contact Information. The Service is offered by bluebird bio, Inc., located at 60 Binney Street, Cambridge, MA 02142. You may contact us by sending correspondence to that address or by emailing us at info@bluebirdbio.com. You can access a copy of these Terms by clicking here: <https://www.challengetdt.co.uk/pdfs/bluebird-bio-terms-of-service.pdf>

18.6 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

19. Notice Regarding Apple. This Section 19 only applies to the extent you are using our mobile application(s) on an iOS device. You acknowledge that these Terms are between you and bluebird only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe third party’s intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

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