

# TERMS OF USE

This page tells you the terms of use on which you may make use of Almirall websites (hereinafter, the “**Site**”), whether as a visitor or a registered user.

## 1. Page ownership

The Site has been developed and is owned by Almirall, NV., a Belgian company with registered office at Lenneke Marelaan 4 1932 Zaventem, Belgium (“**Almirall**”, “**we**”, “**us**”, “**our**”).

## 2. Access and use of the Site

The Site is provided to you under these Terms of Use, which may be amended or supplemented from time to time (hereinafter, the “**Agreement**”). Your use and your registration in the Site imply that you accept and adhere unreservedly to be legally bound to the Agreement. If you do not agree, please refrain from using the Site.

Use of some services offered in the Site may be also subject to specific conditions indicated in each case.

We reserve at sole discretion the right to refuse, suspend, modify or terminate the services we provide to you through the Site. In particular, if we detect that you are an inactive registered user and that you do not access to our Site within a particular timeframe, we might cancel your account with prior notice.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use, and that they comply with them.

The information contained and posted in the Site, as well as the communications through the Site (including, as the case may be and depending on the nature of the Site, sending newsletters with highlighted contents of the Site) must be considered as an electronic communication. You hereby agree that we may communicate electronically, subject to local privacy laws, and that such communications, as well as news, notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. If you do not want receive electronic communications sent by the Site, you can always opt-out in the preference center of the Site after completing the registration process.

## 3. Eligibility

Depending on the nature of the Site, the Site may be addressed to:

- Healthcare Professionals, or
- Individuals over 18 years of age, or otherwise according to the applicable law,

who can form legally binding contracts, conditions, obligations, representations and/or warranties under the applicable law.

Whenever you register yourself in the Site or you navigate on the Site you represent to us that you belong to any of these categories. If you are a HealthCare Professional and you visit our Sites addressed to Healthcare Professionals, we will ask you to represent that you have this professional condition.

If you do not meet the above requirements, please refrain from using the Site.

Also, you represent to us that you do not have any conflict of interest using the Site and that you are not bound by any obligation which prevents you from using the Site.

#### **4. Use of the Site**

You understand that the Site is available for your personal, non-commercial use only, and you agree that you will use the Site only for lawful purposes and in accordance with this Agreement and in full compliance of the applicable laws.

We do not accept any liability and will not be responsible for any harm or loss you may suffer in relation to any use you make of the Site for business or commercial purposes or other purposes which are not specifically authorized in this Agreement.

While using the Site you agree, among others:

- i. Not to register under a false name or use an invalid or unauthorized e-mail or physical address.
- ii. Keep confidential the username and the password and not to transmit them to others.
- iii. Not to access the Site by using another user's account.
- iv. Not to download, reproduce, change, copy, distribute, sell or populate the content of the Site for any commercial use, or provide it to a commercial source, or erase or modify any part of the Site or its content, including the software.
- v. Refrain from altering, evading, or manipulating any protection device or security system that may be installed on the Site.
- vi. Not to use the Site for unappropriated, unlawful, fraudulent or unauthorized purpose.
- vii. Not to create a derivative work of, reverse engineer, reserve assemble or otherwise attempt to discover any source code of the Site.
- viii. Not to submit material which may infringe third party intellectual property rights or privacy rights (without being the owner, licensee or otherwise legally authorized to do so) or which may result in breach of confidentiality undertakings assumed by you.
- ix. Not to misuse the Site or interfere with its proper working by introducing viruses, trojans, worms, or other material which is malicious or technologically harmful.
- x. Not to send us unsolicited promotional materials (spam).
- xi. Not to breach any applicable local, national or international law or regulation, and not to breach any kind of code of conduct which may be applicable to you.

Without prejudice of any right or legal action that may correspond to us, we reserve the right to prohibit, on a temporary or a permanent basis, your access to the Site in case you breach this Agreement, at our sole criteria and without prior notice.

Intellectual property rights over all the information contained in the Site, graphic designs, logos, drawings, trademarks, images, indices and source codes belong to us, except to those contents belonging to third parties to which you may have access through links and, therefore, all rights are reserved. The trademarks and brand names displayed on the Site are of our property or property of Almirall's affiliates and you are not able to reproduce them without our permission.

Notwithstanding the above, we grant you a non-exclusive, non-transferable, revocable limited license to use the Site and view and print content retrieved from the Site for your personal, non-commercial purposes, provided that you do not remove or hide the copyright notice and that you mention the source and authorship, in accordance with applicable laws. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. This license may be withdrawn at any time by us, without prior notice. As previously stated above, this license does not include any copying or distribution, resale or commercial use of the Site or its contents.

We reserve all rights not expressly granted to you.

## 5. User Content

The Site contain, or may contain in the future, certain areas (the “**Community**”) where users can upload and share comments, posts, ideas, pictures, videos or other contents (jointly “**User content/s**”). The Community is available for registered users only.

By submitting information to us through the Community in the Site you are (i) declaring that you are authorized to post the User content, (ii) representing to us that the User content submitted is not confidential and that, to your best knowledge, your use or the use by Almirall of such information is not violating any third party rights (including but not limited to intellectual property or privacy rights); (iii) in case such User content is not owned by you, such User content will mention source and authorship and will include the copyright notice, as the case may be; and (iv) you grant us and our affiliates an irrevocable, worldwide, nonexclusive, perpetual, fully sub-licensable, transferable, royalty-free license to use your User Content in the Site on any other website owned or operated by us or our affiliates.

In this connection, you understand that we will be free to use, any ideas, concepts, know-how, or techniques contained in or derived from any User Content you share with us through the Community or the Site, for any purpose whatsoever, including developing, manufacturing, and marketing products, without the need to get your prior approval or consent of the materials that are prepared on the basis of your User Content. Therefore please refrain yourself from posting or submitting confidential information or for which you expect to be compensated.

User Content must be appropriate. In this connection, you agree not to post any User Content which may be perceived as illegal, offensive, inflammatory, false, intimidating,

threatening, abusive, or offensive in any context, or that could harm or threaten the safety of others. Please do not post photos or videos of another person without that person's consent. We may reject, edit or remove any User Content that does not comply with the foregoing, at our sole discretion.

You acknowledge that the Community may contain the opinions and views of other users and that we will not be responsible for those.

## **6. Privacy**

The information that we obtain through your use of the Site, whether through the registration process or through your navigation, is subject to the Privacy Policy of the Site. Please consult our Privacy Policy if you want to learn more.

## **7. Third party websites and content**

The links contained in the Site and in any electronic communication sent by the Site, including the Newsletter, may take the user to other websites managed by third parties over which we do not have control. We are not liable for the contents or the condition of these websites. The access to websites managed by third parties through the Site does not imply that we recommend, monitor, or approve their content. Your use of such third-party websites is subject to the terms of use and the privacy policies of such websites.

## **8. Exoneration of liability**

We inform you that the materials and information contained on the Site and in any electronic communication sent by the Site, as the case may be, have been included for informative purposes only, and are not sufficient for decision-making or adopting positions for specific cases. Moreover, it is not intended as medical or healthcare advice, or to be used for medical diagnosis or treatment. It cannot be used as replacement of professional advice and services from a qualified healthcare professional. We accept no liability for any damage caused or connected to the use of such information.

Although we strive to keep the material contained in the Site duly accurate and updated, you must be aware that it might not constitute the most recent information about services offered by us and that we cannot be responsible for any damages or loss related to the accuracy, completeness and timeliness of the information of the Site. In this connection, the material may be modified, extended or updated without prior notice. We do not accept any liability for errors or omissions in the content of the Site or other contents that may be accessed through it, nor does we assume any right or undertaking to verify or oversee the content and information on the Site.

Your use of the Site is free of charge. We shall not be liable for any damages, claims, expenses or other costs (including reasonable attorney's fees) you suffer or incur using the Site or as a result of a third-party claim relating to your use of the Site and the services provided, nor for any action taken according to the information provided on it. We accept no liability for any loss or damage caused by attack, viruses or other harmful material that may infect your computer equipment, programs or data due to your use of the Site or third party's websites whose link is included in the Site.

We make reasonable efforts to make the Site available but from time to time we may need to interrupt, restrict your access to or withdraw contents. We will not be liable for any harm or loss to use derived from these actions.

Your use of the Site is at your sole risk. The contents of the Site and the Program are provided “as is”, this meaning that we make no warranties, expressed or implied, including no warranties of merchantability, fitness for any particular purpose or non-infringement, except as expressly provided in this Agreement, in respect to the services provided through and the contents included in the Site.

You expressly understand and agree that under no circumstances we or our affiliates, and any of the respective directors, officers, employees, or representatives will be liable for any direct, indirect, special, incidental, consequential, punitive or liquidated damages, including without limitation, any loss of profit, loss of data or loss of goodwill, howsoever caused. This exclusion of liability shall apply to the fullest extent permitted by the applicable laws.

## 9. Indemnity

You agree to hold us harmless and to indemnify us and our affiliates, and any of the respective officers, directors, employees, consultants, services providers and agents from an against any losses, costs, expenses, damages and other liabilities or claims (including reasonable attorney’s fees) arising from or relating to (i) your breach of this Agreement, (ii) your use of the Site or (iii) any claim from any third party alleging that your User content infringes such third party rights (including intellectual property rights).

## 10. EFPIA Disclosure Code (transparency)

As a pharmaceutical company and member of the European Federation of Pharmaceutical Industries and Associations (“**EFPIA**”) and Local Associations and, as the case may be, the applicable laws, Almirall is required to document and publicly disclose certain transfers of value (“**ToV**”) made to health care professionals (“**HCP**”) and healthcare organizations (“**HCO**”), according to EFPIA HCP/HCO Disclosure Code, by the Codes of Good Practices of the Local Associations (the “**Codes**”) and, as the case may be, by the applicable laws.

In the event any of the services provided to you through the Site is considered as a ToV under the Codes, we may ask you to be bound or sign additional documentation for disclosure on an aggregate or on an individual basis, as the case may be.

## 11. Additional conditions

Some of the services and/or campaigns and/or promotions available through the Site may be subject to specific conditions of Almirall or our services providers. In this connection, you will be requested to accept those specific conditions applicable to that particular service. In case of inconsistency between those terms and this Agreement, this Agreement will prevail.

## 12. Modifications

We may make changes to the terms and conditions to this Agreement from time to time so we encourage you to read them periodically.

## 13. Applicable law and jurisdiction

This Agreement shall be interpreted in accordance with the laws of Belgium (excluding any rules governing choice of laws) and any legal proceedings arising from this Agreement will take place at the courts of Brussels.