

# Terms and Conditions

## 1. Acceptance

The Ipsen C.L.I.M.B website (“**Website**”) has been developed and is supplied by or on behalf of Ipsen Pharma S.A.S with an address at 65 Quai Georges Gorse, 92100 Boulogne-Billancourt, France (hereafter, together with its affiliates, referred to as “**Ipsen**”).

Please read and review the following Terms and Conditions (these “Terms and Conditions”) carefully before registering, accessing and or using the Website. These Terms and Conditions apply to all users of, and visitors to the Website (“you”). Use of the Website includes without limitation accessing, browsing, or registering to use the Website.

Your access and use of the Website is subject to these Terms and Conditions and to the Website Privacy Policy and Cookies Policy which cover how Ipsen and or its agents and providers process your personal information through this Website.

In addition, your access and use of the Website is subject to all applicable laws, regulations, codes of practice and codes of conduct.

By registering to, accessing and or using the Website:

- you confirm that you have read, understood and agree to these Terms and Conditions without reservation. If you do not accept these Terms and Conditions, do **not** click “request an account”, “login”, “connect” (or similar) and do not access or otherwise use this Website;
- you agree that you will comply with all procedures, including obtaining approvals and/or disclose this invitation to register, access and or use the Website as required under the policies of your employer, professional codes of conduct applicable to you and applicable law and that Ipsen may disclose publicly and/or to any authorities this invitation; and
- you confirm that your registration, access and or use of the Website fully complies with all applicable laws, regulations and codes of practice / codes of conduct, including without limitation applicable anti-bribery / anti-corruption laws and regulations.

## 2. Purpose of the Website

This Website intends to:

- Deliver medical education to Healthcare Professionals on spasticity management
- Listen and respond to unmet educational and training needs
- Allow sharing of experience
- Provide a complete training programme, offering a comprehensive approach to spasticity management with botulinum toxin A
- Harmonise best practices into a gold standard International-wide programme
- Provide information on the use of Abobotulinum Toxin A
- Allow Healthcare Professionals to register to the C.L.I.M.B. injection training classroom sessions

The Website does not intend to provide any certification in medical education.

## 3. Members and Trainers

When you register and join the Website in accordance with these Terms and Conditions, you become a member of the Website (“Member”). Certain Members may register to the Website as trainer of the C.L.I.M.B. injection training (“Trainers”). These Terms and Conditions apply to all Members and Trainers.

#### **4. Website registration eligibility**

Registration and access to this Website is strictly limited to healthcare professionals only. Non-healthcare professionals are excluded from the intended audience of this Website. By requesting an account, registering and using the Website as registered Member, you agree, undertake and warrant that (i) you are a healthcare professional, (ii) you will have only one Website account which must be in your real name and professional title, and (iii) you are not already restricted by Ipsen from using the Website.

Each request to register to the Website will be subject to the prior review and approval of Ipsen. Ipsen will inform you of its decision to accept or deny your registration to the Website. Such decision of Ipsen will be final.

Once you are registered as a Member of the Website, you undertake to inform Ipsen immediately in case you cease to be a healthcare professional or if your situation changes (e.g. you cease to be a Trainer).

Ipsen may cancel your registration as Member of the Website, if Ipsen in its sole discretion deems that you fail to comply with the Website eligibility, or any other provisions of these Terms and Conditions.

#### **5. Your account**

Your access and use of the Website are subject to your registration to the Website.

You must create only one account. This account is personal. You shall keep your password and login credentials a secret and you shall not share your password or login credentials, give access to your account to others, transfer your account to anyone else or share an account with anyone else.

By accessing and using the Website, you shall ensure that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information.

Members are account holders. You agree to: (1) choose a strong and secure password; (2) keep your password and account information secure and confidential; (3) not transfer any part of your account (e.g., connections) and (4) follow all applicable laws and regulations. You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others (including your employer), your account belongs to you.

#### **6. Notices and Website Messages**

You agree that Ipsen will provide notices to you through the Website and contact information you provided to Ipsen. If the contact information you provide is out of date, you may miss out on important notices.

You agree that Ipsen will provide notices to you in the following ways: (1) a notice within the Website, or (2) a message sent to the contact information you provided Ipsen (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

#### **7. Use of information**

You shall not provide access of this Website or Materials (as hereinafter defined) to third parties or use the Website or Materials thereof for the benefit of third parties.

You shall not make or allow promotional or commercial use of the Website or the Materials and you shall not distribute, modify, transmit, reuse, repost, or use any of the Materials provided that you may use the Website for your own personal use subject to these Terms and Conditions. You should

assume that everything you see or read on this Website is protected by copyright unless otherwise noted, and may not be used except as provided in these Terms and Condition

## **8. Nature of information**

As the case may be, the Website may include expert opinions concerning a particular area in relation with the content of the Material. Such information represents only the opinions of the respective experts, which opinions are not necessarily those of Ipsen. Such experts are not employees of Ipsen. Ipsen has engaged such experts for the performance of services. Ipsen is not responsible for the accuracy or completeness of any information or opinions set forth in the Materials. Expert advice reflects only the personal view of that expert, and in no case shall it be regarded as the opinion or responsibility of Ipsen.

## **9. Disclaimer of warranties**

While Ipsen uses reasonable efforts to ensure that the information contained in the Website is accurate and up to date, such information may contain inaccuracies or typographical errors. Ipsen reserves the right to make changes, corrections and/or improvements to the information at any time without notice. Ipsen makes no warranties or representations as to the accuracy of any of the information and assumes no liability or responsibility for any errors or omissions in the content of the Website.

ALL INFORMATION AND OTHER MATERIALS IS PROVIDED "AS IS." IPSEN PROVIDES NO WARRANTIES ABOUT THE COMPLETENESS OR ACCURACY OF THE INFORMATION ON THIS WEBSITE OR OTHER MATERIALS OR ITS POSSIBLE USES. CONSEQUENTLY, YOU SHALL CAREFULLY EVALUATE THE INFORMATION AND OTHER MATERIALS BEFORE USE. YOU MAY USE THIS INFORMATION OR OTHER MATERIALS AT YOUR OWN DISCRETION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IPSEN, ANY OTHER IPSEN GROUP COMPANY, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING AND OR MAINTAINING THIS WEBSITE DISCLAIM ANY WARRANTIES OR LIABILITY FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO ACCESS OR USE THIS WEBSITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE OR OTHER MATERIALS.

Without limiting the generality of the foregoing, Ipsen assumes no responsibility, and shall not be liable for (i) any damages or viruses that may infect, your equipment, system or any other property inflicted by your access to, or use of the Website and or Materials and/or (ii) any damage resulting from fraudulent intrusion by a third party leading to the modification of the Materials.

## **10. Information you supply**

Except for information covered by the Website Privacy Policy, any communication or material you transmit to or through the Website, including any data, questions, comments, feedback, suggestions or the like is, and will be treated as, non-confidential and non-proprietary.

## **11. Compliance**

You agree that you are not registering, accessing or using the Website in exchange for any explicit or implicit agreement to purchase, prescribe, or provide favourable status for any Ipsen products. Your registration, access and or use of the Website are not conditional upon any obligation on you to recommend, prescribe, dispense or administer any Ipsen products.

Ipsen or its affiliates or partners will not take charge of any expenses that you may incur in registering to and or accessing the Website.

You agree that your registration to the Website and or access or use of the Website has/have not and will not influence, and is not intended to influence, any decision you may make, or action you might

take, regarding current or future business with, or on behalf of, Ipsen. In addition, neither Ipsen nor you have the authority to act for the other or the responsibility for any obligation or expense of the other.

## **12. Consequences**

If Ipsen becomes aware that you have violated any of the Terms and Conditions contained herein, Ipsen may immediately take corrective action, including preventing you from using the Website, at any moment and without notice. If Ipsen has been affected or injured by your violation it may, in its sole discretion, seek to recover damages from you.

## **13. Revisions of the Terms and Conditions**

By checking the box upon your registration to the Website, you are indicating that you agree to be bound by all of these Terms and Conditions. Ipsen may at any time revise these Terms and Conditions by updating this posting and notifying the users by sufficient means (such as an email or a pop-up window in the Website). The revised Terms and Conditions enter into effect within 30 calendar days after such update. If you disagree with the new Terms and Conditions, you should indicate so through the mechanism provided by the relevant email or pop-up, if any, or stop accessing and using the Website. You should periodically visit this page to review the current Terms and Conditions to which you are bound.

## **14. Availability of the Website**

Ipsen reserves the right to discontinue this Website at any time without liability to you or anyone else. You will receive prior notice of such discontinuation. You acknowledge that (i) it is technically impossible that the Website will be provided free of defaults and that Ipsen cannot take any responsibility for this, (ii) that defaults may lead to the temporary unavailability of the Website or any of the Materials, and that (iii) the operation of the Website may be adversely affected by conditions and performances outside Ipsen's control, such as, for example, transmission and telecommunication links between the Website and you and between the Website and other systems and networks.

Ipsen is not liable for any modification to or suspension or interruption of the Website.

## **15. Credits**

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## **16. Intellectual Property**

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#### **17. Adverse events**

You undertake to inform Ipsen of any report of adverse event or product complaint using the reporting process applicable (please check it on a country-by-country basis).

#### **18. Information on the Products**

The information contained on the Material may contain direct or indirect references to products of Ipsen which are not proposed or available in certain countries or regions, or which may be offered under a different trademark, and which may be subject to different regulations and conditions of use according to the country. Such references do not imply any intention on the part of Ipsen to sell these products in your country. Please consult the local Ipsen affiliate or Ipsen local commercial partner for any information concerning the products which are available in your region / country.

#### **19. Severability**

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

#### **20. Governing laws and Dispute Resolution**

The Website and its content (including without limitation these Terms and Conditions) and your use of the Website shall be governed by the laws of France, except for the provisions of international private law.

Disputes that cannot be resolved amicably, will be submitted to the courts and tribunals of Nanterre, France.

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