

## TERMS OF USE

(Last updated: 10<sup>th</sup> November 2017)

These terms of use (hereinafter: "Terms of Use") lay down the legally binding terms and conditions for using the services and information on this website (hereinafter: "Website"). By entering this Website you agree to be bound by the Terms of Use, which shall take effect immediately on your first visit of the Website. If you do not agree to the below terms, please do not use the Website.

The Website is maintained and operated by Gedeon Richter Plc. (registered seat: H-1103 Budapest, 19-21 Gyömrői út, Hungary; Company Registration Number: Cg. 01-10-040944; hereinafter: "we", "us" or "Company") through Progressive Studio Kft. advertising agency (development, maintenance, hosting).

We reserve the right to revise or amend these Terms of Use at any time by updating this posting. You can determine when the Terms of Use was last revised by referring to the "last updated" legend at the top of this Terms of Use. We recommend that you print a copy of these terms for future reference.

If there is any conflict between these Terms of Use and specific provisions appearing elsewhere on the Website, then these Terms of Use shall prevail.

### 1. RESTRICTED USE

The content of this Website and any material published on it is the Company's or the Company's licensors intellectual property and we only provide to you a limited non-exclusive, non-transferable, non-assignable license for the use of the content made available at this Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must retain and make note of any comments pertaining to copyright and other intellectual rights on pages downloaded and printed from this Website. You are not permitted to use our Company's name and trademarks without our prior approval.

You may not, either in part or in full, distribute, modify or use the Website's content, including the entire content, its images, audio and video materials, for public or commercial purposes without the prior written consent of the Company. You acknowledge and agree that, unless otherwise provided by law, all the content published on this Website is subject to copyright law and may not be used without the Company's and the relevant author's permission in any way other than in compliance with the conditions described in these Terms of Use or with the provisions set forth in the text on the given Website.

The Company and other third persons will not assign and transfer to you any of the personal or proprietary interests or authorizations vested in the trademarks, patents, proprietary rights and other intellectual property rights that are so indicated.

### 2. LIMITATIONS AND EXCLUSIONS OF LIABILITY

This Website and its services are directed to people residing in Hungary. We do not represent that

content available on or through our Website is appropriate for use or available in other locations.

You can visit and use the Website on your own risk. The content on this Website is provided for general information only and does not constitute any medical advice or diagnosis on which you should rely. It may not be construed as counselling or a recommendation, and such information may not serve as the basis for any decision or action, including any medical information posted on the Website, which cannot replace the detailed medical advice tailored to each patient's needs. Neither this Website nor its content is intended to replace the advice or diagnosis of a healthcare professional you are always advised to seek help from a competent healthcare professional for any questions regarding their medical condition.

The Website may contain inaccuracies and typographical errors. We reserve the right to change, correct and/or improve the current content as well as the programs and products described in the information without prior notice. We make reasonable efforts to update the information on our Website, but we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

If you are a business user or health professional, we exclude all implied conditions, warranties, representations or other terms which may apply to this Website or any content on it. If you are a consumer user, we only provide our Website for domestic and private use and you agree not to use our site for any commercial or business purposes.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. To the extent permitted by applicable law, neither the Company nor other persons participating in the development and operation of this Website are liable for any fault, damage, loss of data, or any error in the content of the Website which may arise – directly, indirectly or accidentally – in connection with establishing a connection, browsing or downloading, when visiting this Website.

We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons without giving any explanation or prior notice.

### **3. THIRD PARTY LINKS**

Where this Website contains links to other sites and resources provided by third parties, these links are provided for your general information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

This Website may include information and materials uploaded by other users of the Website, including to bulletin boards, chat rooms or forums. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

### **4. RULES OF CONDUCT**

While using the Website you agree to comply with all applicable laws, rules and regulations. We expect users of the Website to respect the law as well as the rights and dignity of others.

You may not use our Website and the services we offer at our Website:

- in any way that breaches any applicable laws or regulations.
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

- for the purpose of harming or attempting to harm or otherwise violate the legal rights or dignity of others.
- to impersonate any person or entity, including without limitation any representative of the Company.
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or other promotional materials or any other form of similar solicitation.
- to frame or mirror any part of the Website.
- to create a database by downloading and storing Website content.
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- to gain unauthorized access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

If we are made aware of any activities, information or materials posted, transmitted, or otherwise made available through or in connection with the Website that may be a violation of these Terms of Use, we have the right, but not the obligation, to remove or disable access to the respective information or materials or to terminate your use of our websites with immediate effect. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

## 5. FORUM RULES AND CONTENT STANDARDS

We may provide a forum and other interactive services through this Website.

All comments, submissions and posts submitted to the forum and public interactive services may be subject to pre-moderation before being published. Moderation is performed by individuals at the Company rather than an automated system, therefore moderation response times can vary. We have the right to continuously monitor the exchange of ideas and other posts and submissions appearing on the Website's forums. However, the content of the above cannot be regarded as a commitment made by us, and, accordingly, to the extent permitted by law, we will not assume liability for any fault, failure, false assertion or inaccuracy that may arise from the content of the aforementioned pages. When using our forum or any other interactive services provided through the Website or whenever you make use of a feature that allows you to upload content to our Website, you must comply with the spirit and the letter of the following standards ("Content Standards"). The Content Standards apply to each part of any contribution, post or any kind of submissions as well as to its whole.

Contributions and submissions must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in Hungary and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person.
- contain any material which is obscene, offensive, hateful or inflammatory.
- promote sexually explicit material.
- promote violence.

- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal activity.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from the Company, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- promote or recommend products that cannot be lawfully distributed or advertised or whose distribution constitutes a criminal or other illegal act under applicable laws; such as the publication of any content relating to the advertisement of prescription-only-medicines.

We will do our best to assess any possible risks for users from third parties when they use the forum provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate the forum or any other interactive service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our Content Standards, whether the service is moderated or not. We reserve the right, at our sole discretion, to edit any submission and to choose to include or not include such submission in the forums or otherwise in the Website. Also, we will determine, in our discretion, whether there has been a breach of our Content Standards or rules of conduct through your use of our Website (including the forum and any other interactive services).

When a breach of this Terms of Use has occurred, we may take such action as we deem appropriate.

We will pay specific attention to the compliance with the rules and regulations relating to the promotion and advertising of medicines and medical devices. For instance, prescription-only medicines may not be advertised to the general public.

Upon notice, we will remove and modify submissions and comments that may be qualified as illegal advertisement of medicines.

If you find any comment, submission or post which you consider violating these Terms of Use, it is illegal, or interferes with the Content Standards in any manner, please signal it to the moderator by email under [posta@richter.hu](mailto:posta@richter.hu). In connection with your notice, please identify the contested content, and its exact location. If we find, at our own discretion, that your notice is justified, we will remove the relevant content and inform you thereof, if appropriate.

Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited license to use, store and copy that content and to distribute and make it available to third parties.

## **6. TECHNICAL RESPONSIBILITY**

We do not guarantee that our Website will be secure or free from bugs, malware or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our Website and for the proper usage thereof. We suggest to use firewall and malware protection software.

To the extent permitted by law, we are not liable and may not be held liable for any damage that your computer or any other of your property sustains when connecting to this Website or accessing, using and browsing through its content, including any adverse incident that may occur during downloading any material, data, text, image, video or audio material.

In addition, to the extent permitted by law, we are not liable for any direct or indirect damages, losses or costs that may arise from the improper operation or malfunction of the Website or from any similar causes; nor are we liable for the accuracy and up-to-date status of the information posted on or accessible through this Website.

## **7. DATA PROTECTION AND ACCESSIBILITY**

Our Privacy Notice sets out the terms on which we process any personal data we collect from you, or that you provide to us. When accessing this Website you must agree to the terms of the Privacy Notice. The terms of the Privacy Notice are integral part of these Terms of Use.

Some of the services offered on this Website do not require prior identification, so we provide you with access to the content of these services without you having to reveal your identity. However, in order to visit certain sections, we must verify your identity that you are authorized to access those sections. In case you decide not to provide the requested personal data, you accept the possibility that you may not be able to access certain sections of this Website.

The channels of this Website reserved for registered users are as follows:

- the professional content of the health care web page,
- materials accessible only for those users for whom the medicinal product was prescribed by a healthcare professional and already are in possession of the medicinal product.

## **8. LINKS TO THE COMPANY'S WEB PAGES, FRAMES**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to this Website in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Website other than that set out above, you must obtain the prior written consent of the Company to do so. In such case, please contact the Company's Legal and Global Operations Management Department (phone: +36 1 431 4700; email:

[compliance@richter.hu](mailto:compliance@richter.hu)).

## 9. COMPLIANCE

Failure to comply with these Terms of Use constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website.
- immediate, temporary or permanent removal of any posting or material uploaded by you to our Website.
- issue of a warning.
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- further legal action against you.
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

## 10. APPLICABLE LAW

These Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Hungarian law. We both agree to the exclusive jurisdiction of the courts of Hungary.

## 11. CONTACT US

If you have any questions regarding the Website or these Terms of Use, please contact the Company's Legal and Global Operations Management Department (phone: +36 1 431 4700; email: [compliance@richter.hu](mailto:compliance@richter.hu)).