

TERMS OF USE

We, Chiesi Canada, Corp., require all visitors and users of our website at www.ferriproxassist.ca (our “Site”) to comply with these Terms of Use (“Terms”). We use the term “Site” to include any part or feature of our Site.

Please read and review these Terms carefully before accessing or using our Site. **By accessing or using our Site, you acknowledge that you have read, understood and agreed to these Terms. If you do not agree to follow and be bound to these Terms, you must not access or use our Site.**

1. INTELLECTUAL PROPERTY

You acknowledge that any and all information, content, data, photographs, videos, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trademarks, service marks, trade names, logos, products and services contained in or made available through our Site, including the manner in which these items are presented or appear and all information that we provide to you relating thereto (collectively, the “Content”), is our property or the property of our licensees, to the fullest extent permitted by applicable law. All Content is protected by Canadian and worldwide copyright, trademark and other intellectual property laws and treaty provisions, and is or will remain our exclusive property or that of our licensors, whether or not specifically recognized or perfected under applicable law.

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2. THE NATURE OF THE CONTENT OF OUR SITE

We make no representation regarding the availability, accuracy, or completeness of the Content. Our Site contains information about products that may or may not be available in a particular country or region of the world, may be available under different trademarks in different countries, and may be approved by government regulatory authorities for sale or use with different indications and restrictions in different countries.

Our Site may contain information related to various health and medical conditions and their treatment. This information is not a substitute for the advice provided by a physician or other medical professional. You must not use the information contained on our Site for diagnosing a health problem or disease. You must always consult a doctor and/or other health care professional with respect to your health concerns.

We make no representation that the Content is appropriate or available for use in any location. The Content on our Site is intended for access and use by Canadian residents only. Although the Internet is global in nature, the laws regulating the manner in which pharmaceutical companies convey medical or product information is not. Each country has its own set of rules, regulations and laws. As a result, information intended for dissemination in a particular country may not be appropriate for use outside that country. You must not construe anything on our Site as a promotion or solicitation for any product or for the use of any product that is not authorized by the laws and regulations of the country where you are located. Those who choose to access our Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Our Site may include links or references to other websites or resources not affiliated with us. We provide such links and references as a convenience to users of our Site only, and we are not responsible for the

content of any websites or resources linked thereto. We shall not be liable for any damages or injury arising from your use of such websites or resources. These Terms of Use are applicable to the Canadian Site only. If you visit another Chiesi website, please see the applicable Terms of Use.

3. USER RESTRICTIONS

You shall not use our Site for any purpose other than those authorized by these Terms. You agree that you will **not** do, or attempt to do, any of the following:

- Use our Site to engage in any activity or conduct that violates the law, is abusive, dangerous, harassing, defamatory, tortious, obscene, or invasive of another person's privacy;
- Engage in any activity that could interfere with, disrupt, negatively affect, or inhibit other users from fully using our Site, or that could damage, disable, overburden, impair or otherwise negatively affect the functionality of our Site or our network or computer systems;
- Circumvent, disable, interrupt, limit or otherwise impair the security, access controls or copyright protections of our Site or our network or computer systems;
- Misrepresent your identity or impersonate any person when accessing or using our Site;
- Use our Site to share, copy, store or distribute malware, including viruses, Trojan horses, worms, or any other similar applications that may damage the operation of our Site or any other person's device, networks or computer system;
- Decompile, reverse engineer, disassemble or create derivative works of our Site;
- Loan, rent, lease or otherwise provide our Site to any third party;
- Export, re-export, transfer or disclose our Site to or for any prohibited or restricted destination, end user or end-use, except in accordance with all applicable export control laws and regulations; or
- Encourage or promote any activity that violates these Terms.

4. SUBMISSIONS

If you provide us with any comments, suggestions, recommendations, feedback or other information with respect to our Site, including the Content thereon ("**Feedback**"), you agree that you have the right to provide such Feedback to us and hereby grant us an irrevocable, worldwide, perpetual, royalty-free license to use the Feedback for any purpose to the fullest extent permitted by applicable law.

5. INDEMNIFICATION

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold us, our affiliates, and our and their officers, directors, employees, agents, representatives, suppliers, licensors and third-party partners (collectively, "**Chiesi Parties**") harmless from and against any loss, expenses, damages, costs, claims, fines and penalties, including reasonable attorneys' fees, resulting from any third-party claim, action, or demand arising out of or in any way connected with any of the following: (i) our use, non-use or publication of your Feedback; (ii) your access to or use of our Site; (iii) your breach or alleged breach of these Terms; (iv) your violation of any third-party right, including without limitation, any intellectual

property right, publicity, confidentiality, property or privacy right; (v) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (vi) any misrepresentation made by you (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by Chiesi Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, our prior written consent.

6. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHIESI PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE OUR SITE, OR YOUR RELIANCE OR INABILITY TO RELY ON OUR SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA OR COMPUTER PROGRAMS, BUSINESS INTERRUPTIONS, OR OTHER PECUNIARY LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER THE CAUSE OF ACTION IS IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED AMOUNTS PAID BY YOU, IF ANY, FOR ACCESSING OUR SITE.

7. DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND CONDITIONS

YOU USE OUR SITE AT YOUR OWN RISK. WE PROVIDE OUR SITE “AS IS” AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT, WARRANT OR CONDITION THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

8. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of law. Any dispute arising in relation to these Terms or your use of our Site shall be resolved exclusively by courts in the Province of Ontario. Notwithstanding the above, you agree that we may institute a proceeding for equitable remedies, including injunctive relief, in any court of competent jurisdiction. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE: (I) AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; AND (II) IRREVOCABLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF OUR SITE.

9. PRIVACY

By using our Site, you acknowledge that you have read and understand the Ferriprox Assist website Privacy Policy <http://ferriproxassist.com/docs/PrivacyPolicy.pdf> and consent to our collection, use, disclosure and other processing of your personal information as described therein.

10. LINKING POLICY

Unless otherwise set forth in a written agreement between you and us, you must adhere to the following whenever you provide a link to our Site: (i) any link to our Site must be a text-only link clearly marked with the name of our Site; (ii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name or trademarks; (iii) the link must point to www.ferriproxassist.ca and not to any other page within our Site; (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, associated with, or affiliated with us or our Site; (v) when selected by the user, the link must display the website on a full screen and not within a “frame” on the website from which you linked to our Site; and (vi) the website from which you linked to our Site must comply with all applicable laws, rules, and regulations.

11. AMENDMENTS

We reserve the right to amend these Terms at any time. You must review these Terms each time you visit our Site.

12. ADDITIONAL TERMS

If any provision of these Terms is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between the parties relating to the subject matter herein. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Your obligations under these Terms will survive the termination of these Terms. If either we or you fail to enforce any right arising under these Terms on any occasion, the failure shall not waive that or any other right. These Terms may not be construed more strictly against one party than the other. You and we are not agents of each other, and nothing in these Terms shall be construed to establish an agency or fiduciary relationship between the parties.

13. LANGUAGE

You and Chiesi have requested that these Terms and all correspondence and all documentation related to these Terms be written in the English language. *Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*