

LEO Pharma Inc.

Website Terms of Use

Last revised: December 2019.

1. General.

By accessing and using this website, you agree to the terms of use set out below (the "Terms of Use"). These Terms of Use may be updated from time to time. Your continued use of the website following the posting of an updated version of these terms shall be deemed to be conclusive acceptance of the modified Terms of Use. Accordingly, you should check these Terms of Use periodically for updates. To aid in detecting recent revisions, the latest revision date is located at the beginning of the document.

These Terms of Use constitute legally binding terms and conditions and apply to your use of the websites located at www.leo-pharma.ca and all corresponding web pages and websites associated with the foregoing URLs (the "Sites"), and any other content, applications, features, functionality, information and services offered by LEO Pharma Inc. (including our affiliates and related companies) (collectively, "LEO Pharma", "we", "our" or "us") through the Sites. These Terms of Use also apply to all other URLs affiliated to LEO Pharma, such as DermaWorld and Learning Management System. These Terms of Use apply to all users of the Sites, whether or not you have registered for same ("user", "you" or "your"), and by using the Sites you expressly understand, acknowledge and agree to comply with this Terms of Use and any additional terms and conditions that we may provide to you in connection with your use of or access the Sites. The LEO Pharma Inc. Privacy Statement ("Privacy Statement") is hereby incorporated into these Terms of Use by reference as though fully set forth herein.

Information, material and content on or available via the Sites is for informational purposes only. You should not rely on the content as a substitute for consultation with qualified healthcare professionals. Patients should always seek the advice of their physician or other qualified healthcare professional with any questions you may have. Never disregard medical advice or delay seeking medical advice based on content posted to the Sites.

The information on the Sites is provided "as is" with all faults and without warranty of any kind, expressed or implied, including those of merchantability and fitness for a particular purpose or arising from a course of dealing, usage or trade practice. LEO Pharma and affiliates make no warranties or representations regarding the accuracy or completeness of the information.

LEO Pharma assumes no responsibility to the user or any third party for the consequences of any errors or omissions. In no event shall LEO Pharma or its affiliates be liable for any incidental or consequential damages, lost profits, or lost data, or any indirect damages even if LEO Pharma or an affiliate has been informed of the possibility thereof.

The information on the Sites may be changed from time to time without notice. Certain portions of the information may have been contributed by other persons and should not be assumed to have been reviewed or endorsed by LEO Pharma.

2. Eligibility.

By using the Sites, you represent, warrant and covenant that (a) your use of the Sites does not violate any applicable law, rule or regulation; and (b) where registration is required, all registration information you submit is truthful and accurate and you shall maintain and promptly update the accuracy of such information. If you provide information that is untrue, inaccurate, not current or incomplete, or we suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your registration (in whole or in part) and refuse any and all current or future use of the Sites (or

any portion thereof), in our sole discretion, with or without notice to you, and without liability or obligation to you or any third party.

3. Termination of the Sites or Website Links.

These Terms of Use, and any posted revision or modification thereto, shall remain in full force and effect while you use or are registered for the Sites. You may terminate your use of or registration to the Sites at any time, for any reason, and we may terminate your use of or registration to the Sites at any time, for any or no reason, with or without prior notice or explanation, and without liability or obligation to you or any third party. Even after your registration is terminated, your obligations under these Terms of Use, and the Privacy Statement, including, without limitation, any indemnifications, warranties and limitations of liability, shall remain in effect. We reserve the right to terminate or modify, in any manner, the Sites, and/or any website link at any time for any reason.

4. Registration.

In order to access and use certain content, features and functionality of the Sites, we may require that you (a) register for Sites, including, in some instances, creating and/or providing a username and password combination ("User ID") and (b) provide to us and/or make available certain additional information, which may include, without limitation, your email address, legal name, country of residence, location, date of birth, usage data and other information; and for Health Care Professionals it may also include, without limitation, address of practice, area of expertise, physician's license number and other information. If you elect to become a registered user of the Sites, you are responsible for maintaining the strict confidentiality of your User ID, and you shall be responsible for any access to or use of the Sites by you or any person or entity using your User ID, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent. You agree to immediately notify us of any unauthorized use of your User ID or account or any other breach of security. It is your sole responsibility to (i) control the dissemination and use of your User ID and account, (ii) control access to your User ID and account, and (iii) cancel your account on the Sites. We reserve the right to deny access, use and registration privileges to any User of the Sites if we believe there is a question about the identity of the person trying to access any account or element of the Sites. We shall not be responsible or liable for any loss or damage arising from your failure to comply with this Section.

5. User Conduct.

You are solely responsible for your conduct on and in connection with the Sites. We want to keep the Sites safe for everyone and the use of the Sites for unlawful or harmful activities is not allowed. You represent, warrant and agree that, while using the Sites, you shall not:

- intentionally or unintentionally engage in or encourage conduct that would violate any applicable law, including but not limited to conduct that would give rise to civil liability or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or of any other person or entity;
- submit, post, email, display, transmit or otherwise make available on, through or in connection with the Sites any material or take any action that is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, profane, obscene, vulgar or that contains explicit or graphic imagery, descriptions or accounts of excessive violence or sexual acts (including, without limitation, sexual language of a violent or threatening nature directed at another individual or group of individuals), contains a link to an adult website or is patently offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- submit, post, email, display, transmit or otherwise make available on, through or in connection with the Sites any material that you do not have a right to make available under any

law, rule or regulation or under contractual or fiduciary relationships (such as inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), or otherwise creates a security or privacy risk for any other person or entity;

- intentionally or unintentionally engage in or encourage conduct that affects adversely or reflect negatively on us or our affiliates, the Sites, our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourage any person or entity from using all or any portion, features or functions of the Sites, or from advertising, or linking to us;
- submit, post, email, display, transmit or otherwise make available on, through or in connection with the Sites any material that contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- except as expressly permitted herein, use the Sites for commercial or business purposes, including, without limitation, marketing or offering goods or services or exploiting information or material obtained on, through or in connection with the Sites;
- modify, disrupt, impair, alter or interfere with the use, features, function, operation or maintenance of the Sites or the rights or use or enjoyment of the Sites by any other user;
- impersonate any person or entity, including, without limitation, a LEO Pharma official, or falsely state or otherwise represent your affiliation with a person, entity or user posting, transmit or otherwise make available on, through, or in connection with the Sites, any false or misleading indications of origin, information or statements of fact;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted on, through or in connection with the Sites, including user postings; or
- solicit passwords or personal identifying information for commercial or unlawful purposes from other users or engage in spamming, flooding, harvesting of email addresses or other personal information, "spidering", "screen scraping," "phishing", "database scraping," or any other activity with the purposes of obtaining lists of users or other information.

LEO Pharma may not prescreen content posted by users and does not guarantee that the Sites will be free from content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. We reserve the right to monitor, edit, remove, or investigate and take appropriate legal action against anyone who, in our sole discretion, violates, or is suspected of violating, this Section 5, including, without limitation, reporting you to law enforcement authorities. Further, you acknowledge, consent and agree that we may access, preserve and disclose your account and registration information and any other content or information if required to do so by law or if based on a good faith belief that such access, preservation or disclosure is reasonably necessary to (a) comply with the legal process; (b) enforce these Terms of Use; (c) respond to claims that any content or information violates the rights of any third party; (d) respond to your requests for customer or technical service; or (e) protect our rights and property or personal safety of the users of the Sites or of any third parties.

6. User Postings.

The Sites may provide you and other users with an opportunity to participate in blogs, web communities and other message, comment and communication features and may provide you with the opportunity to submit, post, email, display, transmit or otherwise make available photographs, graphics, comments, reviews, links, materials, ideas, opinions, messages, and other information via the Sites (each, a "User

Posting”, and collectively, “User Postings”). When you submit User Postings you may also be asked to provide information about you and your submission. This may include, without limitation, such things as your User ID, a descriptive title, information about the User Posting, your location, activity, preferences and/or similar information. By submitting User Postings, you acknowledge and agree that the term “User Posting” also includes, without limitation, and refers to all of the information you submit, or we may receive that is related to your User Posting.

You understand, acknowledge and agree that all User Postings are the sole responsibility of the person from which such User Postings originated. This means that you are solely and entirely responsible for the consequences of all User Postings that you submit, upload, post, email, display, transmit or otherwise make available. User Postings do not reflect our views and you understand that by using the Sites, you may be exposed to other people’s User Postings that could be offensive, indecent or objectionable and, as such, we do not guarantee the accuracy, integrity, quality or content of any User Postings. Under no circumstances shall we be liable in any way for User Postings, including, without limitation, errors or omissions in any User Postings, or any loss or damage of any kind incurred as a result of any User Postings submitted, uploaded, posted, emailed, displayed, transmitted or otherwise made available.

You acknowledge that other persons may have submitted User Postings to us, may have made public or developed, or may originate, submit, make public or develop, material similar or identical to all or a portion of your User Postings or concepts contained therein, and you understand and agree that you shall not be entitled to any compensation because of the use or exploitation thereof and the submission of User Postings, or any posting or display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a presentation, sound recording, composition, demo, idea, script, drawing, motion picture, photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any User Posting you or anyone else submits, that is purely coincidental and unavoidable.

7. Release.

You agree to release and hold harmless LEO Pharma from and against any and all liability, claims, damages, actions, and costs, arising out of or in connection with your use, review or reproduction of materials contained within the Sites.

Links on the LEO Pharma website and the websites of companies affiliated with LEO Pharma are provided without warranty of any kind, expressed or implied, including those of merchantability and fitness for a particular purpose or arising from a course of dealing, usage or trade practice. LEO Pharma makes no warranties or representations regarding the accuracy or completeness of the information in the links.

The appearance, availability, or your use of (a) URLs or hyperlinks referenced or included anywhere in connection with the Sites or any other form of link or re-direction of your connection to, with or through the Sites, or (b) any third party websites, content, data, information, applications, platforms, goods, services or materials (collectively, “Third Party Services”) does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of LEO Pharma or any of its partners, members, contributors, organizers or other users, or any of their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, advertisers or service providers. We do not verify, endorse, or have any responsibility for Third Party Services and any Third Party business practices (including, without limitation, their privacy policies), whether the Sites, LEO Pharma’s logos, marks, names and/or sponsorship or other identification are depicted or referenced on, or linked from, the Third Party Services. If any Third Party Services you interact with obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability in connection for any use, collection or disclosure by or in connection with such Third Party Services. Accordingly, we encourage you to be aware when you leave the Sites and to read the terms and conditions and privacy policy of each Third Party Service you use.

8. Limitation of Liability and Indemnity.

DISCLAIMER AND LIMITATIONS OF LIABILITY. THIS SITE, AND ALL CONTENT, PRODUCTS, SERVICES AND USER POSTINGS ARE MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THIS SITE, AND ALL CONTENT, PRODUCTS, SERVICES AND USER POSTINGS ARE HEREBY DISCLAIMED. Without limiting the foregoing, LEO Pharma is not be liable to you and/or any third party for any damages of any kind arising out of or relating to the use of, or reliance upon the Sites including, but not limited to, indirect, incidental, consequential or punitive damages, regardless of your advice to the contrary.

You agree to defend, indemnify and hold LEO Pharma and its affiliates, contributors, organizers, directors, officers, employees, representatives, agents, licensors, advertisers, suppliers and operational service providers (collectively, the “Indemnitees”) harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys’ fees), arising in any way out of or in connection with (a) your use of the Sites, (b) your breach or violation these Terms of Use or (c) your User Postings. We reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and all negotiation for its settlement or compromise (as applicable), and in each such case, you agree to fully cooperate with us upon our request.

9. Intellectual Property.

All content, except for User Content (defined below), displayed on or through the Sites including, but not limited to, all text, graphics, user interfaces, visual interfaces, photographs, blogs, forums, product descriptions, data sheets, FAQs, videos, logos, trademarks, sounds, music, artwork and computer code (collectively, “Content”), including the arrangement of such Content, is owned, controlled or licensed by or to LEO Pharma, and is protected by trade dress, copyright, and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in the Terms of Use or authorized by LEO Pharma in a written agreement, no Content or part of Content may be copied, duplicated, sold, resold, reverse engineered, decompiled, reproduced, modified, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way through any media whatsoever. We reserve all rights not expressly granted to you.

By posting or transmitting messages, text, files, images, photos, video, sounds, or other materials to any public area of the Website including, but not limited to, the “Review” section (“User Content”), you agree to all of the following terms:

- a) You hereby grant to LEO Pharma an irrevocable, royalty-free, fully paid, perpetual, worldwide license to use, copy, perform, display, prepare derivative works of and otherwise distribute the User Content, to sublicense the foregoing and you hereby grant all rights necessary to prohibit any subsequent publication, copying, reproduction or exploitation of the User Content by any party for any purpose whatsoever.
- b) You represent and warrant that you own all rights to your User Content or, alternatively, that you have the right to give LEO Pharma the rights described above; you have paid and will pay in full any fees or other payments that may be related to the use of your User Content; and your User Content does not infringe the intellectual property rights, privacy rights, publicity rights or other legal rights of any third party.

10. Entire Agreement; Governing Law

These Terms of Use set forth the entire understanding and agreement between us and you with respect to your use of the Sites. These Terms of Use and your use of the Sites is governed by, construed and enforced in accordance with the laws of the province of Ontario, and the laws of Canada applicable

therein. The parties irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.