

Use of these websites [www.pkugolike.com](http://www.pkugolike.com) and [www.pkugolikehcp.com](http://www.pkugolikehcp.com) and of their sub-domains (jointly called hereinafter "the websites") are subject to acceptance of the present general terms of use (called hereinafter "ToU"). By using the websites, the user (called hereinafter the "User") acknowledges that it has read and understood the ToU, declares that it accepts them without reserve, and will comply with them.

## 1. Purpose

This websites are intended to give Users general information on **Relief Therapeutics US**, its activity, its organization, its research, its products, offers and services, and its news and events. It should be noted that **Relief Therapeutics US** does not publish and does not supply services addressed at children.

It is however hereby stipulated that the websites do not constitute a medical or remote health service system. Consequently, information which is placed in it cannot be considered equivalent to a medical opinion or diagnosis or take the place of a medical consultation with a health professional.

Similarly, this information cannot be interpreted as promotion or advertising for products, whether or not they are sold by **Relief Therapeutics** or the legal entities in its group. For all information concerning one of these products, we invite the Users to contact directly the legal entity holding the marketing authorization of the product in question.

## 2. Intellectual property

All the content available on the websites, including, non-restrictively, the texts, graphics, pictograms, images, photographs, illustrations, sounds, audio and video data, and the websites' tree structure, browsing plan and logos, the design and organization of its headings, their titles, the databases, their structure and content, the trademarks (referred to hereinafter as "the Content") is the exclusive property of **Relief Therapeutics US** and/or, if applicable, of its licensors or partners, and as such are protected by intellectual property law or by the provisions relating to image rights.

Only copying for private use is authorized pursuant to the Intellectual Property Code.

Consequently, any commercial usage, representation, distribution, reproduction, adaptation, translation or transformation, whether total or partial, by any process whatsoever, of the Websites and/or of its component elements, any sharing of the websites' Content, and any transfers to another websites without the prior, written authorization of **Relief Therapeutics US** is strictly prohibited, pursuant to the provisions of article L.122-4 of the Intellectual Property Code.US

All requests for authorization for reproduction or representation of any Content on the websites must be sent to **Relief Therapeutics US** at [info@relieftherapeutics.com](mailto:info@relieftherapeutics.com).

In addition, the trademarks and logos shown on the websites are registered trademarks and cannot be used without the express authorization of their owner. This being so, the act of representing, reproducing, distributing, and redistributing them, whether in whole or in part, on

the basis of the elements of the websites, without the holder's prior, written authorization, constitutes an infringement of copyright within the meaning of the provisions of articles L713-2 and following of the Intellectual Property Code.

In any event, the User undertakes to keep and to copy each mention of copyright or of property rights indicated in all elements of the websites which it uses.

### **3. Use of the Websites**

Users undertake to use the websites:

- in accordance with its intended use;
- for private use, excluding all commercial or promotional activities, or activities for professional, promotional, marketing or commercial purposes;
- in accordance with copyrights and all other types of intellectual property rights, in particular by preserving each indication of copyright or of ownership right mentioned in all elements of the websites which it uses;
- without using a robot or any other automated means to access and use the contents of the websites, and without attempting to impede the websites;
- without attempting to copy it, to reproduce it in whole or in part, to make it accessible or to distribute it or to share it by any means whatsoever with unauthorized third parties.

In addition, the information supplied on the websites is non-contractual and cannot be considered to be offers for services or products.

Under no circumstances do they constitute an assertion, a guarantee or an undertaking by **Relief Therapeutics US** concerning the products and services which are shown in it.

The User is also informed that information published on the websites cannot be considered equivalent to medical advice, and cannot be used in place of the advice of a doctor. Consequently, Users must under no circumstances use this information to establish a medical diagnosis or to recommend a treatment and must consult a health professional authorized to dispense medical care.

**Relief Therapeutics US** cannot be held liable for any decision taken on the basis of any information contained in the websites, nor for any use which may be made of it by third parties.

It should also be noted that each user of the websites are responsible for taking all appropriate measures to protect and secure its own data and/or applications against any intrusion or contamination by any viruses present on the Internet.

### **4. Accuracy and comprehensiveness of websites information**

All information supplied to the Users on the websites are provided "as is", without any guarantee of any kind, whether expressly or tacitly, including, but not limited to, implicit guarantees of merchantable quality, aptitude for a particular use, or absence of infringement of copyright.

**Relief Therapeutics US** strives to ensure, as far as it is able, that the information distributed on the websites is accurate and up to date.

However, it does not guarantee in any way the truthfulness, completeness, accuracy or comprehensiveness of the information and content made available to the Users on the Websites, and reserves the right to amend or to correct, at any time and without notice, the content of information and documents published on the websites.

Consequently, **Relief Therapeutics US** declines all liability for any imprecision, inaccuracy, omission, or modification relating to information available on websites, in particular in the event of a change of the statutory or legal provisions, and due to any damage resulting from a fraudulent intrusion by a third party, in particular when it could lead to a modification of the information made available on the websites.

With this regard, **Relief Therapeutics US** cannot be held liable for the content of the present pages, or for any use which may be made of it by the User, to wit in respect of all direct or indirect damage caused by access to or use of the websites by any party or, alternatively, due to it being impossible to log on to it.

## **5. Modification of the Websites**

**Relief Therapeutics US** reserves the right to modify the content of the websites and the data or information accessible via the websites and the present General Terms of Use, in particular in order to comply with all new applicable standards, legislation and/or regulations, and/or to improve the websites performance.

In this case the amended General Terms of Use shall come into force from the date on which they are online.

The User is therefore recommended to keep itself regularly informed of the websites' General Terms of Use.

## **6. Availability of the Websites**

**Relief Therapeutics US** strives to keep the websites accessible to Users 24 hours a day, 7 days a week; however, **Relief Therapeutics US** cannot guarantee the websites' permanent availability and accessibility.

This being so, **Relief Therapeutics US** reserves the right to cancel, restrict, suspend or temporarily interrupt partial or total access to the websites, to its functions, or to all or part of the services offered on the websites, at any time, without notice or compensation, for any reason whatsoever, and in particular for technical maintenance reasons, on occurrence of an event of force majeure or unforeseen accident, IT problems, difficulties relating to the structure of the communication networks, or of any other technical difficulties.

Notwithstanding all the means used by **Relief Therapeutics US** and its technical service-providers, the User is informed that the Internet network is not reliable, above all in terms of relative security in terms of data transmission, of unguaranteed continuity of access to the

websites, of unguaranteed performance in terms of speed of data transmission, and of propagation of viruses. It is also stipulated hereby that the Internet network and IT and telecommunications systems are not error-free, and that interruptions and malfunctions can occur.

Consequently, **Relief Therapeutics US** gives no guarantee with this regard, and cannot consequently be held liable for any damage inherent to the said uses of the Internet network, and of the IT and telecommunications systems, in particular, although this list is not restrictive:

- poor transmission and/or reception of all data and/or information on the Internet;
- external intrusion or the presence of computer viruses;
- failure of all reception equipment or of communication lines;
- any other malfunction of the Internet network preventing satisfactory operation of the Websites.

## **7. Liability of Relief Therapeutics**

**Relief Therapeutics** cannot be held liable for any direct or indirect damage, including but not limited to, all data losses or corruption, loss of programs, loss of profits, or operating loss, incurred by a User or any third party, resulting from access to the websites, from browsing on the websites, from the content of the websites, from use of the websites and of the websites' which are connected to it, or due to it being impossible to use the content, information and services offered via the websites by the Users.

In particular, **Relief Therapeutics** declines all liability for damage of any kind whatsoever resulting:

- from a typographical or formatting error, imprecision, inaccuracy or omission relating to the information accessible on the websites;
- from a fraudulent intrusion by a third party having led to a modification of the information, documents or elements made available on the websites;
- from access by any party to the Websites or from it being impossible to access it;
- from a failure, malfunction or incompatibility of the User's IT equipment;
- from an interruption of the networks providing access to the Websites, from total or partial unavailability of the Websites, resulting in particular from telecommunications operation;
- from the distribution or introduction of computer viruses, Trojans or worms, through the Websites, which may affect the User's computer equipment;
- from credit given to any information derived directly or indirectly from the Websites, from use of it, or from the use of a product to which it makes reference.

**Relief Therapeutics** declines all liability, express or implicit, if use of the information on the websites infringes a patent, a copyright, or a registered trademark.

## 8. User's liability

If content on the websites are distributed by the User, whatever the nature thereof, the latter undertakes not to commit any actions or make any remarks which are contrary to laws, public order or public decency, or which are offensive, defamatory or discriminatory in nature, or threatening towards a person or a group of persons, or which breach the provisions of copyright, image rights, the private life of other people, medical secrecy or secrecy of correspondence. It may be held liable for any breach of this undertaking.

In general, the User undertakes to act respectfully, in particular with regard to the other members of the websites.

The User is informed that in the event of a request by the competent authorities **Relief Therapeutics** is authorized to transmit all login data allowing identification of the User, if the latter appears to be at the origin of illegal content or actions.

## 9. Hypertext links

The present websites may contain links to other websites published by third parties.

In addition, the presence of a hypertext link leading to a third-party website does not under any circumstances constitute an approval of the websites or of its content by **Relief Therapeutics**.

**Relief Therapeutics** exercises no control over these third-party websites, and consequently declines any liability regarding the content of these websites and any use which may be made of them by any User.

Further, **Relief Therapeutics** cannot be held liable as a consequence of information, opinions and recommendations made by third parties.

The User accesses and uses third-party websites at its sole liability, at its own risk, and in accordance with the applicable terms of use on the said websites.

Users are consequently advised to check the terms of use and the confidentiality charters of these websites before providing them with personal information.

## 10. Applicable law

The present ToU are governed by the laws of the state of Delaware, without regard to its conflict of laws provisions. All disagreements shall be brought before courts of competent jurisdiction in Delaware.