

## **Legal Disclaimer**

Welcome to the ELIGARD Site, operated by RECORDATI POLSKA SP. Z O.O. Al. Armii Ludowej 26, 00-609 Warsaw, Poland, Tel. +48 22 206 84 50 (the "**Company**"), part of Recordati Group.

Access to, and consultation of, the websites owned by Recordati Group (including channels within social networking platforms) are subject to the following terms and conditions (the "**Terms and Conditions**") and to current legislation. Access to and consultation of this site (the "**Site**") implies, therefore, the unconditional acceptance of the Terms and Conditions, as well as the invalidity and ineffectiveness of any other different agreement between the visitor and the Company. The Site does not collect and process any kind of personal data neither by dedicated forms or sections nor by cookies or links to third-party providers and other tracking services.

## **Terms and Conditions**

The information presented on this Site is provided for informational purposes only. Please review these Terms and Conditions before using this Site. Use of this Site shall be considered acknowledgement that you have read, understood, and agreed, without limitation or qualification, to the Terms and Conditions. The terms "we" and "us" mean the Company but the provisions herein are intended for the benefit of all company of the Recordati Group.

### **I. No Warranty or Liability.**

While we make all reasonable efforts to include accurate and up-to-date information, we make no representations or warranties, express or implied, as to the accuracy or completeness of the information provided on this Site and disclaim any liability for the use of this Site or its content. We reserve the right to make changes, corrections and/or improvements to the information provided in this Site, and to the products and programs described in such information, at any time without notice. All users agree that all accesses and use of this Site and of any site linked to from this Site and the content thereof is at their own risk. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property because of your access to, use of, or browsing in this Site or your downloading of any materials, data, text, images, video, or audio from this Site. Neither us nor any other party involved in creating, producing, or delivering this Site or on any web site linked to from this Site shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect, or punitive damages arising out of your access, use, or inability to use this Site or any web site linked to from this Site, or any errors or omissions in the content thereof.

### **II. Health Related Information.**

Some information provided in this Site may relate to medical health or fitness conditions, the prevention of illness and treatment of any physical condition and shall be considered communicated for informational purposes only. Such Information depends on the current state of scientific research and it may not to be considered as sure or as definitive and may even be proven as incorrect accordingly to the scientific progress. We use reasonable effort to ensure this information be up to date but cannot provide any warranties about its continuous scientific correctness. It is not, and is not meant to be, a substitute for advice that should be provided by a physician or other medical professional. Do not use the information for diagnosing a health or fitness problem or disease. Always consult your own physician and medical advisers.

### **III. Information submitted by users.**

Any communication or other material that you provide to us through this Site, electronic mail, or otherwise, such as any questions, comments, or suggestions shall be deemed non-confidential and non-proprietary. We shall have no obligation or limitation of any kind with respect to such information. We may use such information for any purpose, including (but not limited to) reproduction, disclosure, transmission, publication, broadcast, and posting. Moreover, we are free to use, without any compensation to you, any ideas, concepts, know-how, or techniques contained in any communication you send to its Sites for any purpose, including (but not limited to) developing, manufacturing, and marketing products or services using such information.

### **IV. License and Site access.**

You are granted a limited license to access and make personal use of this Site but not to download (other than page caching) or modify it, or any portion of it, except with express prior written consent of the Company. This license does not include any resale or commercial use of this Site or its contents; any collection and use of any product or service listings, descriptions, or prices; any derivative use of this Site or its contents; and downloading or copying of information for the benefit of another business; or any use of data mining, robots, or similar data gathering and extraction tools. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purposes without express written consent of the Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) without our express prior written consent. You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without the express prior written consent of the Company. Any unauthorized use terminates the permission or license granted by the Company.

### **V. Availability of products and services.**

This Site is intended for an international audience and refers to products and/or services that are generally available in various countries. However, certain products and/or services may not be available or approved in your country. Nonetheless, reference to any such products or services in this Site does not imply or warrant that these products or services will be available at any time in your location. We do not assume any responsibility for your access to information relating products and/or services that should not be accessible in your country. Nor does the Company accept responsibility for compliance with any legal process, regulation, registration, or usage in your country of origin for such products and/or services or this Site.

### **VI. Descriptions of products and services.**

Because this Site is targeted to an international audience, it may contain information normally not accessible in your country related to products or services. We do not take any responsibility for your accessing information not intended for you. Nor is the Company responsible for compliance of this information with any legal process, regulation, registration, or usage in the country of your origin. We do not express any opinion on, and are not responsible for, the content of any off-site pages or any other sites linked to this Site and expressly disclaims any liability for all third-party information and the use of it.

### **VII. Trademarks and logos.**

Trademarks and other marks that appear throughout this Site belong to the Company and/or to any other affiliate of the Recordati Group, content suppliers, vendors, and/or business partners, and are

protected by Italian and international trademark laws. You are prohibited from using any of the marks appearing throughout this Site without express prior written consent from the respective trademark owner except as may be permitted by applicable laws.

All content on this Site, including (but not limited to) text, graphics, logos, button icons, images, audio, and video content, digital downloads, data compilations, and software is the property of the Company, its affiliates, content suppliers, vendors, and/or business partners and protected by national and international laws unless otherwise noted. You may download, display or print information from this Site solely for non-commercial personal use. Any other reproduction, retransmission, or use is strictly prohibited.

We may at any time revise these Terms and Conditions at our discretion and without prior notification by updating this posting. Since you are bound by our Terms of Conditions, you should periodically visit this web page to review the then current Terms of Conditions.

#### **VIII. Applicable Law and Jurisdiction.**

These Terms of Conditions, their interpretation, validity and any dispute arising out of or relating to such Terms of Conditions are to be governed by and construed in accordance with the laws of Poland without reference to its conflict of law rules. Any dispute, action, suit or legal proceedings, - including interim proceedings- arising out of or relating to this Site shall be exclusively brought by you before the ordinary competent Courts of Poland. The Company and/or any affiliate of the Recordati Group shall be free to bring any dispute, suit or legal proceedings –including interim proceedings--arising out of or relating to this Site before the ordinary competent Courts of Milan, Italy and/or before any other competent jurisdiction.