

Last update: 16 March 2021

1 Who we are

1.1 These terms and conditions of use ("Terms of Use") govern your access and use of this website, including all information, tools and services available on the website (together, the "Website").

1.2 This Website is operated by Kyowa Kirin International plc (hereafter, "Kyowa Kirin" or "we"), a company incorporated in Scotland with company number SC198780 and its registered offices at Galabank Business Park, Galashiels, TD1 1QH, UK or its affiliate(s) or agent.

1.3 When we say "you" or "your", we mean any person who visits, accesses or uses the Website. If you are using or accessing the Website on behalf of your firm or organisation, you confirm that you have the legal authority to bind them to these Terms of Use.

1.4 The terms that you must agree to in advance when using this Website are posted below.

1.5 Prior to making use of this Website, please carefully read the following terms and conditions regarding the use of it and use this Website only if you agree with them.

2 Applicable Terms

2.1 As well as these Terms of Use, please also see our (i) [Privacy Notice](#), and (ii) [Cookie Notice](#) for information on how we may collect and use your data on the Website, which is not part of these Terms of Use.

2.2 Additional terms and conditions and policies may apply to specific elements or features of the Website. These additional terms and policies are incorporated into these Terms of Use.

2.3 You should familiarise yourself with these Terms of Use and all of the documents listed above as they form the basis of our legal relationship with you and they affect your rights and liabilities under law.

2.4 You are responsible for ensuring that all persons who access the Website through your device or internet account are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

2.5 By using the Website, you acknowledge that the transmission of data over the internet can never be completely secure and you accept the risk that others may be able to read or intercept any of your content or other information, text, media, graphics

you submit or send to or through the Website. This includes transmissions that are identified as secure or encrypted.

3 Copyrights and Trade Marks

3.1 We are the owner or licensee of all intellectual property rights in the content posted on this Website including documents, pictures, illustrations, images, user interfaces, visual interfaces, trademarks, logos and computer code, the design, structure, arrangement, selection, coordination, expression, diagrams, videos, audio and programs etc. ("Our Content"). All of these rights are protected by copyright and related intellectual property laws. No licence is granted to you in these Terms of Use or elsewhere to use any of our Content owned by us or any of our affiliates.

3.2 Reproduction or transfer of Our Content without our permission is strictly prohibited. Furthermore, if all or a portion of Our Content posted on this Website is intended to be altered, reproduced or republished, sold, disseminated, distributed, transmitted or broadcasted or commercially exploited in magazines, books or other print media, or homepages, CD-ROM or other electronic media, the prior written permission of Kyowa Kirin is required. You may not store, link, frame, scrape or deep-link Our Content on any other website or app or in any other medium or format unless we agree in writing in advance.

3.3 You must always acknowledge our status and that of any identified contributors as the authors of material on our Website.

3.4 We are entitled to investigate any suspected or actual improper, illegal, or unauthorised use of Our Content or the Website (or any part of it) and we are entitled to take any legal action we deem appropriate.

4 Third Party Tools and Content

4.1 The Website may include content or tools from third parties. We do not monitor or have any control or input over these content or tools. We provide access to these content and tools on "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We are not responsible or liable for the availability or accuracy of these content or tools, for your use of these tools and content, or for any dealings you may have with any third party in connection with or as a result of these content or tools. Any use by you of tools or content offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which any content or tools are provided by the relevant third party provider(s).

5 Links

5.1 Kyowa Kirin makes no warranties or guarantees whatsoever regarding the contents of the third party website(s) linked to or from this Website ("Linked Sites") and assumes no responsibilities or liabilities for any losses, expenses or damages occurred in making use of such Linked Sites that are independently operated by third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content or any other transactions made in connection with any Linked Sites. When making use of Linked Sites, you should carefully consult the terms and conditions of such Linked Sites. You must direct any complaints, claims, concerns or questions regarding third-party products to the relevant third party. If you want to link to our Website, please contact Kyowa Kirin regarding the operator and subject of the Linked Site, the purpose of the link, and the URL of the page of the originating link. The prior written permission of Kyowa Kirin is required to link to our Website. We reserve the right to withdraw linking permission without notice.

5.2 Use of the Kyowa Kirin's logo and Our Content by opening this website inside a frame at a Linked Site is prohibited. Furthermore, Kyowa Kirin is not responsible for the contents of Linked Sites.

6 Our Liability

6.1 We accept no responsibility, to the extent permitted by law, for any loss, damage or problems to you caused by your use of this Website or by information posted on this Website.

6.2 Kyowa Kirin reserves the right to interrupt or discontinue the publication of this Website at any time for any reason without prior notice and shall not be liable for any unavailability of this Website for any period.

6.3 To the extent allowed by applicable law, the Website and Our Content are provided on an 'as is' and 'as available' basis. Kyowa Kirin makes no warranties, undertakings or representations, (either express or implied or statutory), in respect of any of the content of this Website (including, without limitation, the timeliness, currency, accuracy, completeness, merchantability or fitness for any particular purpose, non-infringement, title, availability, compatibility, or security).

6.4 To the fullest extent allowed by applicable law, we and our affiliates and business partners and our and their respective directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors, are not liable for:

a) any direct, indirect or consequential loss or damage; or

b) any loss, corruption or damage to equipment, property or systems; wasted management or office time; any business interruption; or any loss of profits, income, revenues, goodwill or reputation, data, contracts, use, opportunity, business or

anticipated savings, or any similar damages; or any other loss or damage of any kind, however arising and even if foreseeable, whether based in contract, tort (including negligence), strict liability or otherwise, arising out of or in connection with the Website, any of Our Content, these Terms of Use, or from your use of, or inability to use, the Website, our services and products (or any part of them), or the information displayed on it (including any errors, inaccuracies or omissions in such information or any faults, interruptions or delays in connection with the Website).

6.5 Notwithstanding the foregoing, nothing in these Terms of Use shall limit Kyowa Kirin's liability for death or personal injury caused by our negligence or the negligence of our employees or agents or for fraud or fraudulent misrepresentation or in respect of any other liability which cannot be excluded or limited under applicable laws.

7 Acceptable Use

7.1 You must not (and you must not allow anyone to) access or use this Website or any of Our Content for the following purposes:

- contrary to any applicable law;
- for any unlawful, fraudulent or malicious purpose or effect;
- for the purpose of harming or attempting to harm children in any way;
- to promote illegal activity or violence;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- in any way that violates any law or infringes the rights (including the privacy or intellectual property rights) of us or anyone else;
- interfering or disrupting any networks or websites connected with the Website or interfering or disrupting any other person's use of the Website;
- attempting to gain unauthorised access to the Website, any part or feature of the Website, or any servers, equipment, software, systems or networks associated with the Website;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or any other services, websites or the internet;

- to collect or track the personal information of others or to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form or similar solicitation ('spam'); or
- for hacking into or inserting malicious code, such as viruses, or harmful data, into the Website, or any other network or system.

7.2 This Website may contain information about medical conditions, medical or scientific research and pharmaceutical products, but it is NOT intended to be a substitute for professional medical advice, help, diagnosis or treatment. Information and statements about products are not intended to be used to diagnose, treat, cure or prevent any disease or health condition. Please contact your healthcare provider, medical practitioner, pharmacist or other licensed healthcare professional immediately if you suspect that you have a medical problem. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. To the extent permissible by law, Kyowa Kirin accepts no liability for any inaccuracies or misstatements published on the Website, or your reliance on any of the content provided on the Website.

7.3 You agree not to circumvent the security features of the Website or reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, use of the Website, or access to the Website, unless you first receive our express written permission.

7.4 In the event that Kyowa Kirin believes that you violate this clause 7, Kyowa Kirin shall have the right to immediately and permanently suspend your access to this Website and any related services.

8 Privacy Policy

8.1 Kyowa Kirin, respects the privacy of users of this Website and we will use your personal information based on our [Privacy Policy](#).

9 Applicable Laws and Jurisdiction

9.1 The existence, formation, interpretation, operation and termination of these Terms of Use and any matters or disputes arising out of or in connection with them (whether contractual or non-contractual) are governed by the laws of England and Wales. Unless otherwise established, the courts of England and Wales shall be the first courts with exclusive jurisdiction regarding all disputes (whether contractual or non-contractual) between you and us arising out of or in connection with this Website or the Terms of Use. If you access the Website from a country other than Ireland you are responsible for compliance with the applicable laws in that jurisdiction.

10 Amending these Terms of Use

10.1 We may change these Terms of Use or any other policies and terms from time to time. If we make a change to the Terms of Use, we will provide you with notice of the change by email to your registered email address, or by posting the changes on our Website. If you don't agree to the amended Terms of Use, you should not continue to access our Website. We therefore recommend that you check these Terms of Use regularly to ensure you understand the terms that apply at that time. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

11 Other Important Terms

11.1 Each of the paragraphs of these Terms of Use operates separately. If a court of competent jurisdiction determines any provision or part-provision of these Terms of Use to be invalid, illegal or unenforceable, it will be deemed deleted, but that does not affect the validity and enforceability of the rest of the Terms of Use.

11.2 If you breach any provision of these Terms of Use and we do not take any action, this does not affect our ability to rely on these Terms of Use at a later date.

11.3 If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms of Use, including the paragraph above, affects your rights as a consumer to rely on such mandatory provisions of local law.

11.4 If you wish to complain or raise a dispute about our Website or provide any comments or suggestions, please contact us through the following channels:

kkihub.support@kyowakirin.com

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