

WEBSITE TERMS OF USE

Date of last update: 31/10/2024

Lupin Atlantis Holdings SA, which has registration number CHE-113.688.311 and which is located at Landis + Gyr-Strasse 1, 6300 Zug, Switzerland (the "**Company**"), operates the website: myotonicdystrophystudy.com (the "**Website**").

The quickest way to contact us is by email at customerserviceLEG@lupin.com.

1. UNDERSTANDING THESE TERMS OF USE

- 1.1 These terms of use (these "**Terms**") describe how you may access and use the Website.
- 1.2 This Website is directed to (and therefore these Terms apply to) consumers who are resident or domiciled in the European Union or the United Kingdom only. For the purposes of these Terms, a "consumer" means an individual acting for purposes that are wholly or mainly outside their trade, business, craft or profession.
- 1.3 When certain words and phrases are used in these Terms, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.4 In these Terms, when we refer to "**we**", "**us**" or "**our**", we mean the Company; and when we refer to "**you**" or "**your**" we mean you, the person accessing or using the Website.
- 1.5 Please note that we process your personal data in accordance with our privacy policy (available [here](#)).

2. THE WEBSITE

- 2.1 The Website is made available free of charge.
- 2.2 We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We may update the Website and/or change the content on it at any time.
- 2.3 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them.

3. ACCEPTABLE USE

- 3.1 You agree not to:
 - 3.1.1 use the Website in any way that breaches these Terms or any applicable local, national or international law or regulation;
 - 3.1.2 copy, or otherwise reproduce or re-sell any part of the Website unless expressly permitted to do so in these Terms;
 - 3.1.3 do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Website or any equipment, network or software used in operating the Website;

- 3.1.4 misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- 3.1.5 attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website;
- 3.1.6 attack the Website via a denial-of-service attack or a distributed denial-of service attack. Please note that by breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990 or equivalent laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

4. INTELLECTUAL PROPERTY

- 4.1 © 2024 Lupin Ltd. All Rights Reserved.
- 4.2 We are the owner or licensee of all intellectual property rights in the Website and its content, including the Lupin name. Those works are protected by intellectual property laws and treaties around the world.
- 4.3 Many if not most of the Company products and services depicted in this website are patented and/or subject to pending patent in some jurisdictions.
- 4.4 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms.
- 4.5 No part of the Website, including, without limitation, the text, designs, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.
- 4.6 Any communications or materials you send to us through the Website by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your order if you use the Website to buy products from us). Subject to applicable privacy laws, we are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products.

5. HEALTHCARE INFORMATION

- 5.1 The Website and the content on it are provided for general information purposes only. The Website is not, in any manner whatsoever, intended to amount to healthcare advice, including in relation to any medical conditions and their treatment, upon which you should rely. If you are considering participating in a clinical trial referred to on the Website, you must always first discuss this with your doctor to assess if it is appropriate for you to participate.
- 5.2 This Website may contain information on medical and health-related topics. This information is not meant to be a substitute for the advice provided by a qualified doctor or other medical professional. You should not use this information for diagnosing a health problem or disease but should always consult a doctor or other medical professional. Patients should always consult a medical professional, such as a doctor, to determine the proper diagnosis and what course of treatment may be appropriate for their particular situation. If you think you may have a medical emergency, call your doctor or local emergency response number immediately. The materials on this Website are for your general educational information only. Information you read on this Website cannot replace the relationship that you have with your health care professional. The Company does not practice medicine or provide medical services or advice and the information on this Website should not be considered medical advice.

5.3 The Company makes no representation that material on the Website is appropriate or available for use outside of the territory of the intended audience. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable.

6. OUR LIABILITY

6.1 If you are a consumer habitually residing in the United Kingdom, clauses 6.1 to 6.3 (inclusive) apply to you (clauses 6.4 to 6.6 inclusive do not apply to you). Nothing in these Terms excludes or limits our liability for:

6.1.1 death or personal injury caused by our negligence;

6.1.2 fraud or fraudulent misrepresentation; and

6.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

6.2 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

6.3 Subject to clauses 6.1 and 6.2:

6.3.1 This Website may contain information about products which may or may not be available in any particular country and if applicable, may or may not have received approval or market clearance by a governmental regulatory body for different indications and restriction in different countries. Each country has specific laws, regulations and medical practices governing the communication of medical or other information about medical products on the internet. Nothing herein should be construed as a solicitation or promotion/advertisement of any product or of an indication of any product which is not authorised by the laws and regulations of the country where the reader resides.

6.3.2 We do not guarantee that the Website will be totally secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and we recommend that you use your own virus protection software.

6.3.3 We assume no responsibility for the content of websites linked to from the Website (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

6.3.4 You agree not to use the Website, or any content on the Website, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.3.5 Our total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.

6.4 If you are a consumer habitually residing in the European Union then clauses 6.4 to 6.6 (inclusive) apply to you (clauses 6.1 to 6.3 inclusive do not apply to you). Save as set out in clause 6.5, our statutory liability shall be limited as follows:

6.4.1 We shall be liable only up to the amount of damages as typically foreseeable at the time of concluding the contract subject to these Terms in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the contract to which these Terms underly,

the breach of which endangers the purpose of the contract and on the fulfilment of which you can regularly rely).

6.4.2 We shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

6.5 The aforesaid limitation of liability in clause 6.4 shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act or equivalent law in other EU member states), liability for assuming a specific guarantee or liability for damages caused by wilful misconduct or gross negligence, or any kind of wilfully or negligently caused personal injuries.

6.6 To the extent our liability is limited or excluded, the same shall apply in respect of any personal liability of our legal representative, employees and vicarious agents.

7. REPERCUSSIONS OF YOUR BREACH

7.1 If you materially or persistently breach any of these Terms, we may in order to protect ourselves from a legal or reputational perspective do any or all of the following (without limitation):

7.1.1 issue a warning to you;

7.1.2 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);

7.1.3 take further legal action against you; and/or

7.1.4 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

8. CHANGES TO THESE TERMS

8.1 We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms).

8.2 Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you access and use the Website.

9. OTHER IMPORTANT INFORMATION

9.1 For UK Consumers - if we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10. GOVERNING LAW AND JURISDICTION

10.1 These Terms are governed by the laws of England and Wales. This means that your access to and use of the Website, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.

10.2 As a consumer, if you are resident in the UK or the European Union and we direct this Website to (and/or pursue our commercial or professional activities in relation to the Website in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law. Accordingly:

- 10.2.1 you may bring any dispute which may arise under these Terms to - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are - with the exclusion of any other court - competent to settle any of such a dispute; and
- 10.2.2 we shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is within the UK or is an EU Member State, or otherwise the competent court of England.