

General Terms and Conditions

for the access to and the use of the website auditoriumfondazionemenarini.com (the "Website")

Access to, consultation and use of this Website are subject to the general terms and conditions set out below (hereinafter the "Terms and Conditions") and the applicable law and regulations.

Therefore, by accessing, consulting and using the Website the user/visitor unconditionally accepts the Terms and Conditions, and agrees on the invalidity and ineffectiveness of any other different agreement between the user/visitor and Menarini. This Website is managed by Fondazione Internazionale Menarini ("Fondazione"), where appropriate, also on behalf of the other companies of the Menarini Group ("Menarini Group").

1. Intellectual Property

Fondazione and/or other companies of the Menarini Group are the owners, or hold the rights of use, of this Website, including its contents, graphics, texts, graphic elements and images.

(A) TRADEMARKS. All product names, whether or not appearing in large print or with the trademark symbol, are trademarks (registered or de facto, denominative and/or figurative) and/or distinctive signs of Menarini, its affiliates, related companies or its licensors or joint venture partners, unless otherwise indicated. The use or misuse of these trademarks or any other material, except as permitted in these Terms and Conditions, is expressly prohibited and may constitute a violation of copyright law, trademark law, criminal code, the law of privacy and publicity, and communications regulations and statutes. Nothing contained in these Terms and Conditions or in the Website should be construed as granting any license or other right to the industrial and intellectual property of the Menarini Group or third parties. Please be advised that Fondazione actively enforces its intellectual property rights to the fullest extent permitted by law.

(B) COPYRIGHTS. The entire content of this Website is subject to copyright protection. Copies of the contents of the Fondazione's Website cannot be extracted for commercial or profit (not even indirect) purposes, but only for personal use and individual reference, in any event retaining all copyright notices or other property rights and avoiding further copies, reproductions or redistributions. Except as expressly provided above, it is in any case forbidden to copy, display, download, distribute, modify, reproduce, republish and/or retransmit any images, information, texts, contents or documents contained in this Website, on any electronic or paper support, or to create any derivative work based on the images, information, texts, contents or documents contained herein, without the express written consent of Fondazione. Nothing contained herein should be construed as conferring, even tacitly, any license or right to any industrial or intellectual property of the Menarini Group or third parties.

Any request for authorization to use or reproduce the contents, information, trademarks, distinctive signs or graphic images contained in this Website must be sent to Fondazione, according to the following "Contacts" Section.

2. Use of the website and reserved contents

The Website contains, *inter alia*, information relating to the therapeutic areas in which Fondazione and the other companies of the Menarini Group operate through their research, development and marketing activities. THAT INFORMATION IS NOT INTENDED TO PROVIDE CLINICAL OR HEALTHCARE ADVICE IN ANY WAY, AND WE RECOMMEND THAT VISITORS/USERS SEE ONLY MEDICAL PROFESSIONALS AND/OR SPECIALISTS FOR ALL DIAGNOSIS REQUIREMENTS AND TO INDICATE THE APPROPRIATE THERAPEUTIC PATHS.

Certain information, including, without limitation, information relating to prescription-only medicinal products, may be restricted to specific sections of the Website, access to which is reserved exclusively for eligible healthcare professionals in accordance with the applicable laws and regulations.

The download, display and printing of information or contents from this Website are allowed for personal use only. In the absence of Fondazione's written consent, any use of the information and the contents of this Website for commercial or profit (even indirect) purposes and, in general, any use for purposes other than personal use is strictly forbidden.

The splitting of parts or sections of this Website and/or the incorporation of those parts or sections in other websites of third parties are absolutely and expressly forbidden.

The visitor/user of the Website is not entitled to any right of economic exploitation of any material contained therein and on which Fondazione and/or the other companies of the Menarini Group and/or third parties claim ownership, under any title, of intellectual and/or industrial property rights. This applies both to trademarks, patents, technologies, products, processes, and to any other intellectual property right of Fondazione and/or the other companies of Menarini Group and/or third parties, referred to in the Website.

The sending of defamatory, obscene, slanderous messages or in any case contrary to any applicable legal provision is strictly forbidden. In this regard, Fondazione and the other companies of Menarini Group will cooperate with the competent authorities and will promptly comply with the measures aimed at identifying those who commit unlawful acts in sending material to the Website.

3. No Warranty; indemnification

The Website may contain information on products and services made available by the Menarini Group globally. Any reference to such products or services in this Website does not imply their availability in the country where the Website is displayed and accessed.

Fondazione will use reasonable efforts to include accurate and up-to-date information on the Website; however, FONDAZIONE MAKES NO WARRANTY OF ANY KIND AS TO ACCURACY, CORRECTNESS OR COMPLETENESS. FONDAZIONE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USERS/VISITORS AGREE THAT THEIR ACCESS TO AND USE OF THIS WEBSITE, AND ANY CONTENT THEREOF, IS AT USERS'/VISITORS' OWN RISK AND MENARINI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, USE OF, OR INABILITY TO USE THIS WEB SITE, OR ANY ERRORS OR OMISSIONS IN ITS CONTENT. THIS LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES INFECTING, USER/VISITOR'S COMPUTER EQUIPMENT.

USER/VISITOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS FONDAZIONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND THIRD PARTY PARTNERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION BY USER/VISITOR OF THESE TERMS AND CONDITIONS.

Fondazione and the other companies of the Menarini Group, in case of any violation of these Terms and Conditions, reserve the right to take any appropriate action without any prior notice, including the exclusion of the visitor/user from any current and future access to the Website and the removal of any material posted on the Website, without any liability of Fondazione and/or the companies of the Menarini Group arising from such posting.

In any case, Fondazione and the other companies of the Menarini Group reserve the right to interrupt or suspend the functionality of the Website at any time, without any liability arising from such interruptions or suspensions, whether as a consequence of actions or omissions of (or otherwise attributable to) Fondazione and/or other companies of the Menarini Group, or as a consequence of actions or omissions of (or otherwise attributable to) third parties.

Fondazione and the other companies of the Menarini Group also reserve the right to make changes, corrections and improvements to the information and the various contents of the Website at any time and without notice.

4. Third Party Websites and Links

This Website may contain references or links to other websites operated by third parties over which Fondazione has no control. Such links are provided only for the convenience of the visitor/user. Likewise, this Website may be accessed from third party links over which Fondazione has no control. Fondazione makes no warranties or representations of any kind as to the accuracy, currency or completeness of any information contained in such third party websites, including third party social media or mobile application platforms. The inclusion of any third party link on this Website does not imply an endorsement or recommendation by Fondazione and a link to this Website from another website does not imply a relationship between Fondazione and any third party. USERS'/VISITORS' USE OF SUCH THIRD PARTY SITES OR PLATFORMS IS AT THEIR OWN RISK AND SHALL BE GOVERNED BY THE TERMS AND POLICIES OF SUCH THIRD PARTIES (INCLUDING THEIR PRIVACY POLICY). The information contained in such external websites may not be in line with the applicable legislation and are in any case completely independent and outside the control of Fondazione and the other companies of the Menarini Group, who therefore do not - and cannot - take any responsibility in this respect.

Links to this Website are allowed only if they actually refer to the relevant home page. In any case, they do not imply any sharing or sharing of the contents of the source site - i.e. the site from which the link is activated - nor, of course, can they imply any assumption of responsibility by **Fondazione** and the other companies of the Menarini Group. Deep linking from external websites to the pages of this Website which are subsequent to the home page is not allowed unless Menarini gives its written consent.

5. Contacts

By using the link in the section "contact us" in the footer of this website, you will be directed to the contact form on the website www.fondazione-menarini.com; in this case, the user must refer to the Privacy Policy and the information contained on the website of destination.

Subject to any applicable terms and conditions set forth in the Privacy Policy, any communication or other material that the user sends to us through the internet or submits to Fondazione by electronic mail or otherwise, such as any questions, comments, suggestions or the like, is and will be deemed to be non-confidential and Fondazione shall have no obligation of any kind with respect to such information. Fondazione shall be free to use any ideas, concepts, know-how or techniques contained in such communication for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products.

6. Miscellaneous

Fondazione and the other companies of the Menarini Group reserve the right to periodically review and update these Terms and Conditions. Since such revisions are binding for the user/visitor of the Website, the latter is invited to periodically consult this page in order to be aware of any updates.

Access to this Website may be recorded for statistical purposes only, to ensure continuity of service and improvement of the Site.

These Terms and Conditions shall be governed by the laws of Italy without regard to its conflict of law principles. Any legal action, claim or proceeding relating to this Website be brought exclusively in an Italian court of competent jurisdiction located in Florence.