

# Legal Notice

**This page describes the terms and conditions governing the use of this website "Site". By visiting the Site you unconditionally undertake to comply with these terms and conditions. As terms and conditions may be amended at any time, without prior notice, we advise you to consult them regularly.**

## 1. Intellectual property

The Site belongs to and is operated by Sanofi-Aventis Australia Pty Ltd (ACN 008 558 807), (hereinafter the "Company") belonging to the Sanofi Group of companies which includes the Company and all local and international affiliates, subsidiaries, related entities and related bodies corporate of the Company ("SANOFI"). The layout and each of the components, including trademarks, logos and domain names, appearing on the Site, are protected by current intellectual property laws, and belong to SANOFI or its subsidiaries, or their use is the subject of an authorisation.

No component of the Site may be copied, reproduced, altered, edited, downloaded, denatured, transmitted or distributed in any way whatsoever, on any medium whatsoever, in whole or in part, without the prior written consent of the Company, except as specified in these terms of access. Only copying for private use is authorised for your own personal, private, non-commercial use, on your personal computer.

Any authorised use of items composing or shown on the Site must not be denatured, changed or altered in any way whatsoever. SANOFI reserves the right to take legal action against any breach of its intellectual property rights.

## 2. Nature of information

The content of this Site is for information purposes only and any information contained on the Site is not intended to amount to advice on which you should rely. Whilst the Company will try to ensure that the information on our website is accurate, the information is of a general nature only and should not take the place of professional or medical advice. The Site is not intended to be used to report health concerns, adverse events or product technical complaints, or to ask technical or medical questions regarding SANOFI products. In all instances you should refer to your physician or pharmacist. To the maximum extent permitted by law, SANOFI does not accept any liability for any injury, loss or damage caused by use of or reliance upon the information provided on the Site.

## 3. Links to other sites

To the maximum extent permitted by law, SANOFI will not be liable for any third party site that can be accessed via the Site. We do not have any way of controlling the content of such third party sites which remain entirely independent of SANOFI. Moreover, the existence of a link between the Site and a third party site does not under any circumstances mean that SANOFI approves the content of that site in any way whatsoever and in particular the use that may be made of it. In addition, you are responsible for taking the precautions necessary to prevent any infection from the Site, in particular by one or more computer viruses, Trojan horses or any other "parasite".

External sites may include hypertext links to the Site. Any such links should not be created without the express prior consent of the Company. In any case, SANOFI is not in any way liable for the non-availability of such sites and the Company does not scrutinise, check or approve them and is not responsible for contents, advertising, products or other components available on or via those sites to the maximum extent permitted by law.

## 4. Personal information

By accessing the Site and you providing the Company or SANOFI with any personal information, you agree that you are giving SANOFI express consent to collect, use, store and disclose such personal information on the basis specified in the Company's privacy policy which may be accessed at <https://www.sanofi.com.au/en/privacy-policy>.

## 5. Limitations on liability

The Company will use reasonable endeavours to ensure that information on the Site is accurate and up-to-date, however to the extent permitted by law, SANOFI does not give any warranty or guarantee about:

- (i) the accuracy, reliability or timeliness or otherwise, of any of the information contained on the Site; or
- (ii) that the functions contained in any software contained on the Site will operate uninterrupted or are error-free.

The components of the Site or of any other SANOFI site are provided "as is" without any guarantee of any kind, whether implicit or explicit to the maximum extent permitted by law.

The Company reserves the right to change these terms of access and any information contained on the Site:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

To the maximum extent permitted by law SANOFI and its licensors, service providers, employees, agents, officers or directors exclude all liability (regardless of whether the liability arose as a result of negligence, breach of contract or otherwise) for any:

- (i) errors or omissions in the Site (including any information contained in the Site at any time);
- (ii) delays to, interruptions of or cessation of the services provided in the Site;
- (iii) defamatory, offensive or illegal conduct of any user of the Site; and
- (iv) loss or damage arising out of or in connection with the use of the Site including any loss of profits, revenue, goodwill, data, business opportunity or reputation or any other damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) including those losses incurred as a consequence of you acting, or failing to act, on any information contained on or referred to on the Site.

To the extent permitted by law, you agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Site.

## 6. Australian Consumer Law

You may have the benefit of consumer guarantees under the Australian Consumer Law. Provisions of the Australian Consumer Law and other statutes in some cases either cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent. To the extent that any of those laws apply and to full extent permitted by law, SANOFI's liability for any implied warranty, guarantee or condition is limited, at the choice of the Company, to one or more of the following:

- (a) if the breach of an implied warranty, guarantee or condition relates to services:
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again; and
- (b) if the breach of an implied warranty, guarantee or condition relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of such goods; or
  - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

## 7. Availability of the website

You acknowledge (i) that it is technically impossible to provide the Site free from any defect and that the Company cannot undertake to do so; (ii) that defects may lead to the Site being temporarily unavailable; and (iii) that the operation of the Site can be affected by events and/or matters that the Company does not control, such as, for example, as means of transmission and communication between you and the Company and between the Company and other networks.

The Company and/or its suppliers may, at any time, alter or interrupt, temporarily or permanently, all or part of the Site to undertake maintenance and/or make improvements and/or changes to the Site. The Company is not responsible for any alteration, suspension or interruption of the Site.

## 8. Termination of access

The Company may terminate access to the Site at any time without giving any explanation or justification for the termination of access, and you agree that SANOFI (including the Company) has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Site.

## 9. Cookies

SANOFI (including the Company) uses cookies on this Site (including JSESSIONID). A cookie is a small text file that the website may place on your device to store information

(potentially including your personal information). SANOFI may use permanent cookies (which remain on your computer even after you close your browser) to store information that may speed up your use of our website for any of your future visits to the website. SANOFI may also use session cookies (which no longer remain after you end your browsing session) to help manage the display and presentation of information on the website. Cookies may also be used by third parties including in links on SANOFI's websites to facilitate the provision of products or services to you or to facilitate in directing you to other third party websites where SANOFI products may be purchased. Where you choose to enter such a linked website, you agree that to the extent permitted by law, SANOFI is not responsible for the availability of such website and does not review or endorse and will not be liable, directly or indirectly, for how those websites or mobile applications manage your personal information.

You may refuse to use cookies by selecting the appropriate settings on your browser.

However, please note that if you do this, you may not be able to use the full functionality of the Site. Please note that blocking cookies may result in some parts of SANOFI's website(s) not working as efficiently as they might otherwise do or at all. This may affect your browsing experience.

For more information about cookies and how SANOFI uses cookies, please refer to SANOFI's privacy policy that may be accessed at <https://www.sanofi.com.au/en/privacy-policy>.

## **10. Photo / video credits**

All images belong to SANOFI.

## **11. Prohibited uses**

You may use the Site only for lawful purposes and in accordance with these terms. You agree not to use the Site:

- (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding privacy or the export of data or software to and from other countries); or
- (b) for the purpose of exploiting, harming or attempting to exploit any person in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

## **12. Terms and conditions of sale**

All purchases through our Site or other transactions for the sale of goods formed through the Site or as a result of visits made by you are governed by our terms of sale <https://www.sanofiaccess.com.au/au/static-medias/termsandconditions>

which are incorporated into these terms.

## **13. Legal provisions & intended audience**

The Site and its content are governed by the laws of New South Wales, Australia, and any disputes relating thereto are subject to the jurisdiction of the courts of New South Wales Australia. This Site is directed to users who are at least 18 years old, are healthcare professionals (or are otherwise legally permitted to buy the Sanofi products sold on this Site) and are residing in and using this Site within Australia. We do not represent that content available on or through our Site is appropriate for use or available in other locations.