

Fintepla® Website Terms of Use

Access and/or use of the Fintepla® website (hereinafter the “**Website**”) is subject to the terms and conditions set forth herein (“**Terms of Use**”) and all applicable laws, statutes, and regulations.

The Website is the property of Zogenix International Limited (“**Zogenix**”, “**we**”, or “**our**”) and is provided to you on the basis of these terms and conditions (“**Terms of Use**”).

The Website has been created with the purpose of providing general information to healthcare professionals, patients and caregivers as well as to facilitate access to official information on Zogenix product for the general public.

Zogenix Website does not, and is not intended to, provide medical advice or instruction on the appropriate use of the products produced or supplied by Zogenix.

Zogenix pharmaceutical product fenfluramine that is the object of the Website (“**Zogenix Product**”) is available only upon prescription from a specialty doctor or qualified medical professional and may not be available in all countries. The Zogenix Product may also be subject to various regulatory requirements depending on the country of use. You should not construe anything on the Website as a means of promotion or advertisement for any product (including the Zogenix Product), or for the use of any product (including the Zogenix Product) that is not authorized by the laws and regulations of your country of residence.

Access to and use of this Website is subject to these Terms of Use, Zogenix privacy policy, any additional policies and agreements that may be posted on the Website from time to time and all applicable laws and regulations. Please read these Terms of Use carefully. These Terms of Use may have changed since your last visit to this Website.

Acceptance

The use of our Website is governed by these Terms of Use. By accessing and browsing the Website, contacting us, registering for an event, a webinar or accepting to receive marketing and educational materials, users (“**Users**”, “**you**” or “**your**”) accept, without limitation or qualification, the following Terms of Use, as well as to use the Website in full compliance with applicable laws.

Permitted Users

This Website has a specific section for healthcare professionals and a specific section for patients and caregivers. For members of the public, Zogenix will facilitate access to official documents, such as the Patient Information Leaflet and the Summary of Product Characteristics (SmPC), by redirecting Users to a third-party website (i.e. the European Medicines Agencies (EMA) website or the website of relevant national regulatory authorities).

When referring to a particular audience (for example, healthcare professionals), either directly or indirectly (i.e. in the section of the Website that is available only to a particular type of User), the definitions of “Users”, “you” and “your” shall be interpreted to include only that specific subset of Users and excluding all other potential Users.

Healthcare Professionals (HCPs)

Medical information on the Website is specifically intended exclusively for healthcare professionals (“**HCPs**”) and only for educational and general information purposes. HCPs can access a specific restricted section of the Website by self-certifying their status as a licensed healthcare professional

in the country which this Website is intended for or by verifying their status as licensed doctor through their HCP's log-in credentials via the identity verification services of a third-party service provider or website, depending on the country where you are resident.

HCPs may also obtain complete medical information of the Zogenix Product from the Patient Information Leaflet and Summary of Product Characteristics (SmPC). Zogenix will also respond to inquiries from and provide information to healthcare professionals or specialty doctors in accordance with local regulations.

HCPs Registration

You can register on the Website to receive regular email updates on marketing and educational information and events from Zogenix. This feature is optional, and you can manage your registration at any time. In particular, you have the right to withdraw your registration by clicking the unsubscribe link at the bottom of every email you will receive from Zogenix.

Events and Webinars for HCPs

You can decide to sign-up for webinars or events promoted on this Website. This feature is at your option and we will provide this service to you if you wish us to do so.

If you register to attend events or webinars your identity and other personal data you enter upon registration (such as your name and professional details) will be communicated to us and shared with other participants before or at the moment of your participation to the event or webinar in the form of participant lists. We will process those data for a legitimate business reason to allow us to deliver the event or webinar to a group of people. By submitting your registration, you acknowledge this communication to Zogenix and third parties. For further information about Zogenix privacy practice on personal data collected through the Website, please read the following [privacy policy](#).

Zogenix events and webinars may be recorded. The recording may be used by Zogenix (in part or in full), with future audiences at Zogenix's discretion. If your image and voice will be recorded by Zogenix as a result of your participation in an event or webinar, Zogenix will collect your consent to be recorded at the time you enter the webinar or sign-up for an event. If you don't want to be recorded, mute yourself and don't share your image or your screen. You may also choose not to participate in the event or webinar.

Zogenix makes no representation or warranty of the accuracy, suitability or completeness of the information shared by other parties during an event or webinar. Zogenix shall not be liable for any loss or damage resulting from your participation to an event or webinar as a result of the action or inaction of third parties.

Information HCPs may provide to us

Any communication or materials you transmit to or through the Website, for example when contacting us or registering for an event or a webinar, including data, questions, comments, ideas, know-how or the like, is and will be treated as non-confidential and non-proprietary. Zogenix shall have no obligation of any kind with respect to such information, and shall be free to use, disclose, reproduce or publish this information without limitation of any kind, including for commercial purposes, without paying Users for the right to do so.

We invite you to not share with us any information or materials that you believe is or may be confidential, any personal data that you do not wish to communicate to us and do not include any information related to your or somebody else health status or any other special category of

personal data. We reserve the right to delete any health-related information and any special category of personal data provided to us without prior written notice.

For details on how we process any personal data that you provide to us, please see our [privacy policy](#).

Patient and Caregivers

The Website includes a link to content designed specifically for patients and caregivers in compliance with applicable laws. The information available through such webpages have been designed specifically for those who have been prescribed the medicine relating to those pages. The patient and caregivers' contents can only be accessed once a member of the public has confirmed they are a patient that has been prescribed a particular medicine or is a caregiver of that patient.

Members of the Public

The Website also includes a link to a third-party website with official documents on Zogenix products (for example, the Summary of Product Characteristics (SmPC) and Patient Information Leaflet). Access to those materials has been provided for general information only, shall not be intended to provide exhaustive medical information and shall not substitute professional medical advice.

ONLY YOUR DOCTOR OR OTHER HEALTH CARE PROFESSIONAL CAN DETERMINE IF A PARTICULAR MEDICAL TREATMENT IS APPROPRIATE FOR YOU. YOU SHOULD ALWAYS REFER TO YOUR PRESCRIBING PHYSICIAN OR SPECIALTY DOCTOR FOR ANY INFORMATION ON YOUR MEDICAL CONDITION, A PATIENT-SPECIFIC TREATMENT ADVICE, OR POTENTIAL BENEFICIAL MEDICAL USES AND POSSIBLE ADVERSE EFFECTS OF A MEDICINAL PRODUCT (INCLUDING ZOGENIX PRODUCTS).

Use of Information

You may only access, download or use information from the Website in line with its regulatory purpose and for your non-commercial use (including training and education). You may not distribute, modify, transmit, reuse, repost, or use any information available into the Website for any other purposes, without the prior written authorization of Zogenix.

Except for the foregoing limited authorization, no license to or right in the information provided by Zogenix is granted or conferred to you.

Intellectual Property Rights

The Website may also contain reference to trademarks, patents, products, processes and other proprietary rights of Zogenix. In addition, the entire content of the Website is protected by copyright. Any use, reproduction or copying of trademarks, patents, products, copyright, processes and other proprietary rights of Zogenix, without its written permission, is prohibited.

No license to or right in any of such trademarks, patents, products, copyright, processes and other proprietary rights of Zogenix is granted to or conferred upon you.

Zogenix reserves the right to take appropriate legal action for any illegal or unauthorized use of the Website or to prevent the unauthorized use of our intellectual property rights.

Scope and Purpose of Website, Accuracy, Quality and Completeness of Information

ZOGENIX WEBSITE IS DESIGNED TO PROVIDE GENERAL INFORMATION ONLY. While Zogenix uses reasonable efforts to ensure that the information provided in the Website is accurate and up to date, inaccuracies or typographical errors may still be possible.

Zogenix is under no contractual obligation, and assumes no responsibility or liability, to ensure that the information available in the Website is at all times accurate and complete. Zogenix makes no warranties or representations as to the accuracy, quality or completeness of any information contained in the Website or its possible use.

In addition, any information presented on the Zogenix Website as of a particular date may only be accurate as of such date and Zogenix disclaims any responsibility to update such information. In particular, information available through the Website may become outdated due to medical and scientific developments. Zogenix shall not be held responsible for any action taken by Users that is based on information presented on the Zogenix Website.

Limitation of Liability

Zogenix shall be liable under these Terms of Use for damages in cases of intent or gross negligence. A liability for slight negligence does not exist.

ZOGENIX SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE THE WEBSITE, OR ANY ERRORS OR OMISSIONS IN ITS CONTENT.

The above provisions apply to all claims for damages, regardless of their legal cause, except for claims for damages in the event of (a) an injury to life, body or health, (b) fraudulently concealed defects, (c) an explicit assumption of a guarantee (in which case Zogenix shall be liable within the scope of the guarantee assumed), and (d) violations of applicable mandatory provisions of product liability laws.

The above provisions also apply in relation to the liability of an assignee of Zogenix and the personal liability of Zogenix' employees, agents and statutory representatives.

Third Party Websites

Zogenix Website may include hyperlinks to websites maintained or controlled by others. Zogenix is not responsible for and does not routinely screen, approve, review or endorse the contents of or use of any of the information, products or services that may be available at these websites.

Updates and Changes

Zogenix reserves the right to revise and update these Terms of Use at any time. Such changes and modifications will be made available to the User on the Website and govern any further use of the Website by the User. We encourage you to review these Terms of Use periodically to be informed on how to use the Zogenix Website.

Choice of Law

This Terms of Use are governed by the laws of England and Wales.

Zogenix Contact Information

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Effective as of 9 December 2020.