

# Fertimed International S.A.S.

## Terms of use

Welcome to Fertimed International S.A.S. ("Fertimed") website ("the Website"). By using and /or viewing the Website, including the features and services available from it, you are agreeing to comply with and be bound by the following terms of use, along with any additional terms and conditions that are referenced herein or that are presented elsewhere on the Website in relation to a specific service or feature (collectively "Terms of Use"). Please review the Terms of Use carefully. If you do not agree to these terms, you should not access this site. The term "Fertimed", "Us" or "Our" refers Fertimed International S.A.S., the owner of the Website, and any of its affiliates. The term "you" refers to the user or viewer of our Website.

By accessing or using the Website in any way, including, without limitation, use of any of the services or downloading of any Materials, you agree to and are bound by the Terms of Use. You agree that you are at least 18 years of age or the age of majority in your jurisdiction, whichever is older.

### ***Disclaimer***

The information contained in the Website is provided on an "as is", "as available" basis. To the fullest extent possible under any applicable law, Fertimed makes no representation or warranty as to the accuracy or completeness of information or other warranty of any kind, including any implied warranty of quality, merchantability, fitness for a particular purpose, or non-infringement. In no event shall Fertimed be liable to any party for any direct, indirect, incidental, special or consequential damages for use of the Website or reliance upon any information or material accessed via it, or any other hyperlinked website, weather uploaded by Fertimed or by any user, including, but not limited to, damages arising from loss of profits, business interruption, or loss of data, even if Fertimed is expressly advised about the possibility of such damages, to the fullest extent allowable by law.

### ***Limitation of liability***

The use of the Website is at the sole risk of the user. Under no circumstances, shall Fertimed or any of its directors, officers, employees, distributors or agents be liable for any direct or indirect losses or damages arising out of or in connection with the access, use, or inability to use the Website or the reliance on any information provided in the Website, included but not limited to Users Content, as defined below, or any third party. Without derogating from the above, Fertimed shall not be liable in any way for possible errors or omissions in the contents of the Website. To the fullest extent possible under any applicable law this limitation of liability shall apply to all losses and damages of any kind whatsoever, whether direct or indirect, general, special, incidental, consequential, exemplary or otherwise, including without limitation, loss of data, revenue or profits. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis and even if an authorized representative of Fertimed has been advised of or should have known of the possibility of such damages.

### ***Changes***

1. Fertimed may modify the Terms of Use, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Website after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.
2. Fertimed may change or discontinue any aspect, service or feature of the Website at any time, including, but not limited to, content, hours of availability, and equipment needed for access or use.

### ***Website Account; Interactive Areas and User Content***

1. You may be given the possibility to register via an online registration form to create a user account (your "Account") that may allow you to receive information from Fertimed and/or to participate in certain features on the Website such as certain Interactive Areas. Fertimed will use the information you provide in accordance with the Fertimed Privacy Policy. By registering, you represent and warrant that all information that you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Website so that it remains

current, complete and accurate. During the registration process, you may be required to choose a password. You acknowledge and agree that Fertimed may rely on this password to identify you. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use.

2. Your account, your password and your right to use the Website is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.
3. The Website may contain comments sections, discussion forums, bulletin boards, or other interactive features ("Interactive Areas") in which you may post or upload comments or user-generated content such as video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. By submitting User Content to an Interactive Area, you represent that you are 18 years of age or older or the age of majority in your jurisdiction, whichever is older.
4. By submitting any User Content or participating in an Interactive Area within or in connection with the Website, you agree not to upload, post or otherwise transmit any User Content that:
  - 4.1. Violates or infringes in any way upon the rights of others, including any statements which may insult, harass, stalk or threaten others;
  - 4.2. Violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;
  - 4.3. Advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;
  - 4.4. Contains advertising or any solicitation with respect to products or services, Unless expressly authorized by Fertimed;
  - 4.5. Contains any User Content protected by copyright, trademark, trade secret, patent, or other proprietary right without the express permission of the owner of such proprietary right. The burden of determining that any User Content is not protected by such proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, patents or other proprietary rights or any other harm resulting from such a submission. Any person determined by Fertimed, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Website.
5. In addition to the above, by submitting any User Content or participating in an Interactive Area within or in connection with the Website, you agree to the following:
  - 5.1. Not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about Fertimed users or posting private information about a third party;
  - 5.2. Not to interfere with or disrupt the Website or the servers or networks connected to it, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
  - 5.3. Not to upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - 5.4. Not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion, use or access of the Website.
6. Any conduct that in Fertimed's sole discretion restricts or inhibits anyone else from using or enjoying the Website will not be permitted. Fertimed reserves the right in its sole discretion to remove or edit User Content by you and to terminate your Account for any reason. Fertimed is not responsible for User Content submitted to the Website or posted in comments sections, chat rooms, on bulletin boards or on other Interactive Areas by users of the Website.
7. Fertimed shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Website to determine compliance with these Terms of Use and any operating rules established by Fertimed and to satisfy any law, regulation or authorized government request. Although Fertimed has no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Website, Fertimed reserves the right, and has absolute discretion, to screen, edit, block access to, refuse to post or remove any User Content posted or uploaded to the Website at any time and for any reason which Fertimed may consider to be justified in its sole discretion, including:
  - (a) Preventing misuse of any services available on the Website.
  - (b) When Fertimed deems the User Content to be in breach of these Terms of Use, or an infringement of any applicable law.
  - (c) When pursuant to these Terms of Use, the owner of the User Content that you have posted wishes it to be removed, whether as a result of a person's complaint, or of Fertimed's own initiative.
8. Fertimed do not warrant or guarantee that any User Content that you wish to post on the Website will be posted or that Fertimed will post it indefinitely. Fertimed may also delete User Content after a certain period of time from initial posting. Consequently, you might not find User Content that you or any other user previously posted on the Website.
9. The Website contains links to content on other websites. You may find the information and Content posted therein not compatible with your requirements, or you may object to their content, or find such content to be annoying, improper, unlawful or immoral. By linking to a certain website, Fertimed do not endorse, or

- sponsor their content, or confirm their accuracy, credibility, authenticity, validity, integrity or legality. Fertimed assumes no responsibility or liability for such third party websites or contents, or their availability.
10. Fertimed respects the intellectual property rights of others. Any requests to remove copyright infringing content from the Website, or counter requests to repost content, on grounds of mistake or misidentification of the content, shall be made in accordance with the Website's Copyright Policy. After receiving a request to remove or re-post User Content on the Website, Fertimed may act as it deems fit, in accordance with the applicable law.
  11. Fertimed shall not be liable for any direct or indirect losses or damages arising out of or in connection with the screening, editing, refusing to post or removing any User Content, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Site at your sole cost and expense.
  12. By submitting User Content to the Website, you automatically grant Fertimed the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, publish, reproduce, modify, distribute and otherwise exploit such User Content, in whole or in part, in any form, media or technology for the full term of any copyright that may exist in such User Content. You warrant that such User Content is accurate and not misleading, and that use and posting or other transmission of such User Content does not violate these Terms of Use and will not violate any rights of or cause injury to any person or entity.
  13. User Content submitted by you will be considered non-confidential and Fertimed is under no obligation to treat such User Content as proprietary information except pursuant to the Fertimed Privacy Policy.

## ***Equipment***

You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Website and all charges related to it.

## ***Intellectual Property***

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Website are protected under applicable copyrights, trademarks, patents and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Website. The posting of information or materials on the Website does not constitute a waiver of any right in such information and materials. Some of the content on the Website is the copyrighted work of third parties.

## ***User Conduct***

In using the Website, including all services and materials available through it, you agree: not to upload, post, or otherwise transmit through the Website any viruses or other harmful, disruptive, or destructive files; not to create a false identity; not to use or attempt to use another's account, password, service, or system without authorization from; not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked sites; not to disrupt or interfere with the security of, or otherwise cause harm to, the Website, or any services, materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Website or any linked sites.

## ***Indemnification***

You agree to defend, indemnify and hold harmless Fertimed and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Website by you or your Account.

## ***Governing Law and Jurisdiction***

By accessing the Website, you and Fertimed agree that all matters relating to your access to, or use of this Website shall be governed by and construed in accordance with the French Law. You irrevocably submit in respect of all matters and disputes arising out of your access to, or use of this Website to the exclusive jurisdiction of the French Courts.

## **Miscellaneous**

1. The Terms of Use and the other rules, guidelines, licenses and disclaimers posted on the Website constitute the entire agreement between Fertimed and you with respect to your use of the Website. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Fertimed to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.
2. The section headings used herein are for convenience only and shall not be given any legal import.

# Privacy policy

## 1. Our Commitment to Privacy

Welcome to Fertimed International S.A.S. (Fertimed International S.A.S. and its affiliates - "Fertimed") website ("the Website"). Protecting your privacy and the personal information you provide us is a top priority for us. For this reason, we do not sell, rent, transfer, assign or provide access to your personal information to third parties for their marketing purposes without your explicit consent. We want our users to fully understand what information we collect, how we use this information, and the steps we take to protect your personal information. Please read this privacy policy to learn more about the policies and procedures we have put in place to achieve this goal. This notice describes our Privacy Policy. By visiting this site, you are accepting the practices described in this Privacy Policy.

## 2. What Information is Collected

We collect personal information and non-personal information through the Website. Personal information is information that identifies you as an individual. Non-personal information is aggregated information, IP addresses and any other information that does not reveal your specific identity.

### 2.1. Personal Information

We may collect the following types of personal information:

- a. Information provided by you when registering to the Website.
- b. Information provided by you when submitting User content to the Interactive areas (both terms as defined in the Terms of Use of the Website).
- c. Information you provide us through customer service correspondence and/or general feedback.

### 2.2. Non-Personal Information

When you visit the Website, we may collect non-personal information, such as a catalog of the Website pages you visit. Non-personal information is generally collected through the Website from the following sources: website analysis software, environmental variables, and other similar technologies and information that you voluntarily provide.

## Information That You Voluntarily Provided

We also collect non-personal information (e.g., your geographic location, etc.) when you voluntarily provide such information to us. When such information is not combined with any personal information, such information is considered to be non-personal information, as it does not personally identify you or any other user. Additionally, we may aggregate personal information in a manner such that the end-product does not personally identify you or any other user of the Website. Such aggregate information is considered non-personal information for purposes of this Policy.

## 3. How and When the Information is Used? Personal Information

We may use personal information we collect in the following ways:

- a. **Fulfillment of Requests.** We may use personal information collected about you to provide you with services or information that you request.
- b. **Administrative Communications.** From time to time we may use personal information to send to you important information regarding the Website, or changes to our terms, conditions, and policies.
- c. **Other Communications.** From time to time, we may use personal information to inform you of products, programs, services and promotions that we believe may be of interest to you and/or to deliver to you our newsletter. Such commercial information and/or newsletter shall be delivered to you only if you opt-in to receive such information.
- d. **Internal Business Purposes.** We may also use personal information for our internal business purposes, such as data analysis and audits.

## 4. The Use of Non-Personal Information

Because non-personal information does not personally identify you, we may use such information for any purpose. In addition, we reserve the right to disclose such non personal information to other third parties, for any purpose.

## 5. Legal Requests

We cooperate with law enforcement authorities, as well as with other third parties, to enforce laws, intellectual property rights, and to prevent fraud. In response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we can, and you authorize us to, disclose your information.

## **6. How We Protect Your Information**

The privacy and protection of your information is important to us. We will use commercially reasonable efforts to protect your information, continue to assess new technology for protecting information, and when appropriate, upgrade our information security systems. Subject to the other sections of this Privacy Policy, we do not make any personal information available to third parties without your permission. Please note, however, that no transmission over the Internet or telephone can be fully guaranteed in its confidentiality and non-disclosure, and as such you transmit at your own risk.

## **7. Consent**

By using our website, you consent to the collection and use of your personal information as described in this Privacy Policy.

## **8. Changes to Privacy Policy**

If our Privacy Policy or procedures change, we will immediately post those changes to the Website. Any such changes will be effective 30 days from the time such new policies are posted, unless otherwise stated in the change.

## **9. Effective Date**

This Privacy Policy is effective as of October 2014.