

PICATO TERMS AND CONDITIONS

Disclaimer

Terms and Conditions of Website Use Agreement

WELCOME! PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE VIEWING OR USING ANY PORTION OF THIS WEBSITE. THE PRODUCTS AND PRODUCT INFORMATION SHOWN ON THE WEBSITE ARE INTENDED ONLY FOR RESIDENTS OF THE UNITED STATES OR A UNITED STATES TERRITORY. THE PRODUCTS DISCUSSED ON THIS WEBSITE MAY HAVE DIFFERENT PRODUCT LABELING IN DIFFERENT COUNTRIES. THE LAWS AND REGULATIONS GOVERNING THE INTRODUCTION OF PRODUCTS VARY FROM COUNTRY TO COUNTRY AND, THEREFORE, YOU SHOULD CHECK WITH LOCAL REGULATORY AUTHORITIES PRIOR TO IMPORTING PRODUCTS INTO EACH COUNTRY. LEO PHARMA, INC. PRODUCTS SHOULD ONLY BE USED OR ADMINISTERED CONSISTENT WITH APPROVED LABELING. BY VIEWING OR USING THIS WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS SET FORTH BELOW (THE "AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW, PLEASE EXIT THIS WEBSITE IMMEDIATELY.

TERMS AND CONDITIONS

1. Acceptance.

1.1 This Agreement constitutes your agreement with LEO Pharma, Inc. ("LEO Pharma"), a US corporation incorporated in the state of New Jersey, with respect to your use of the LEO Pharma website (the "Website"). You must agree to abide by all of the terms and conditions contained in this Agreement in order to continue viewing or using the Website.

1.2 LEO Pharma reserves the right to change, modify, add, or remove any portion of this Agreement, in whole or in part, at any time in its sole and absolute discretion. Changes in this Agreement will be posted at www.leo-pharma.us. It is important for you to refer to this Agreement from time to time to make sure that you are aware of any additions, revisions, or modifications that LEO Pharma may have made to this Agreement. Your continued use of the Website after any changes are made shall be deemed your acceptance of the changes.

2. Copyright.

The Website is protected by copyright pursuant to U.S. copyright laws, international conventions, and other copyright laws. The contents of the Website are only for your personal, noncommercial use. All materials contained on the Website are protected by copyright and are owned or controlled by LEO Pharma or the party credited as the provider of the content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Website. Copying or storing of any content from the Website is expressly prohibited without prior written permission from LEO Pharma or the copyright holder as identified on the Website.

3. Trademarks.

LEO Pharma or LEO Pharma A/S own many trademarks (the "Trademarks"). You agree not to delete any trademark or similar notice from any contents that you obtain from the Website. Any questions concerning the use of Trademarks should be referred to LEO Pharma. All trademarks mentioned in the Website belong to LEO Pharma A/S or one of its related companies unless designated otherwise. You agree not use any Trademarks without the prior written permission from LEO Pharma A/S or LEO Pharma.

4. Changes to the Website.

LEO Pharma may change, suspend, or discontinue any aspect of the Website at any time. LEO Pharma may also impose limits on certain features and services or restrict access to parts or all of the Website without notice or liability.

5. Representations and Warranties.

You represent, warrant, and covenant that:

5.1 You are at least eighteen years old; and

5.2 You will not upload, post, transmit, distribute, or otherwise publish through the Website any materials which:

5.2.2 Restrict or inhibit any other user from using and enjoying the Website;

5.2.3 Are unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or indecent;

5.2.4 Constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate the law;

5.2.5 Violate, plagiarize, or infringe the rights of any third party including, without limitation, copyright, trademark, patent, rights of

privacy or publicity, or any other right of any third party;

5.2.6 Contain a virus or other harmful or potentially harmful component;

5.2.7 Contain any advertising of any kind; and/or

5.2.8 Constitute or contain false or misleading indications of origin or statements of fact.

6. No Endorsement.

LEO Pharma will make reasonable and good-faith efforts to ensure that the information contained on the Website is accurate, complete, and current. However, LEO Pharma does not make any warranties or representations of any kind as to the accuracy, completeness, and currency of the information contained on the Website. You acknowledge and agree that your use and reliance upon any of the information contained on the Website is at your own risk. LEO Pharma does not have a duty to correct any errors or omissions in any portion of the Website but reserves the right to make such corrections. The information displayed or distributed through the Website shall not be considered medical advice and shall not be relied upon as medical advice. All users of the Website should consult with a licensed physician before using or discontinuing the use of any medication. Users of the Website should not use the information contained on the Website for diagnosing a health problem or disease and should always consult a licensed physician for medical advice or information about diagnosis and treatment.

7. Links to Other Sites.

The Website may contain links and pointers to other World Wide Web sites and resources. If you click on these links, you may be transported to other websites that are neither owned nor controlled by LEO Pharma (collectively, "Third Party Sites"). LEO Pharma has no control over the statements, products, or services featured or sold at the Third Party Sites. Links to Third Party Sites do not constitute an endorsement by LEO Pharma of the Third Party Sites, nor any of the statements, products, or services offered or sold at the Third Party Sites.

8. Links From Other Sites.

Any other party that links to the Website:

8.1 Shall not create a browser or border environment around any of the content of the Website;

- 8.2 May link to, but not replicate, the Website's content;
- 8.3 Shall not imply that the Website or LEO Pharma is endorsing or sponsoring it or its products;
- 8.4 Shall not present false information about LEO Pharma or its products or services;
- 8.5. Shall not use Trademarks without the prior written permission from LEO Pharma; and
- 8.5 Shall not contain content that could be construed as distasteful, offensive, or controversial.

9. Registration and Payment Policy.

Registration may be required for the use of certain portions of the Website. Your registration shall not impose any duty on LEO Pharma to provide any particular service to you.

9.1 In the event that payment is required by you to receive any goods or services offered by LEO Pharma, you agree to pay all charges to your account, including applicable taxes, in accordance with the billing terms in effect at the time the fee or charge becomes payable. LEO Pharma reserves the right to change the amount of, or basis for determining, any fees or charges, and to institute new fees or charges.

9.2 LEO Pharma reserves the right to terminate your account for any valid reason including, but not limited to, your failure to pay any applicable fees, at any time, without giving you advance notice.

10. Notice Specific to Software Available on the Website.

10.1 From time to time, LEO Pharma may make software available for download or purchase at the Website. Any software that LEO Pharma makes available for download from the Website and/or our servers (the "Software") is the copyrighted work of LEO Pharma and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement which accompanies or is included with the Software (the "License Agreement"). An end user may not install any Software, which is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

10.2 WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

10.3 Any Software which is downloaded from the Website or LEO Pharma servers for or on behalf of the United States of America, its

agencies, and/or instrumentalities ("U.S. Government"), is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

11. Notice Specific to Documents Available on the Website.

11.1 From time to time, LEO Pharma may make certain documents available at the Website for your online review or download.

Permission to use documents like press releases, news stories, and FAQs from the Website or LEO Pharma's servers (the "Documents") is granted provided that:

11.1.1. The copyright notice below appears in all copies and that both the copyright notice and this permission notice appear;

11.1.2. Use of such Documents is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media; and

11.1.3. No modifications of the Documents are made.

11.1.4 Elements of the Website including, but not limited to, the "look and feel," are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by LEO Pharma.

12. Notice and Procedure for Making Claims of Copyright Infringement Pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act.

12.1 LEO Pharma respects the rights of all copyright holders and in this regard LEO Pharma has adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide LEO Pharma's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512:

12.1.1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

12.1.2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

12.1.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit LEO Pharma to locate the material;

12.1.4. Information reasonably sufficient to permit LEO Pharma to contact the complaining party;

12.1.5. A statement that the complaining party has a good -faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

12.1.6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

12.2 LEO Pharma's copyright agent for notice of claims of copyright infringement on or regarding the Website can be reached as follows:
www.LEO-Pharma.com/contact

13. Website Content and Information.

13.1 The Website contains information, offers, text, and other materials (collectively, the "Information") that are provided for your convenience and enjoyment. This information is not intended to replace discussions with your healthcare provider. Some of the Information is provided by third parties. You should be aware that the Information might contain errors, omissions, inaccuracies, or outdated information. LEO Pharma makes no representations or warranties as to the completeness, accuracy, adequacy, currency, or reliability of any Information and shall not be liable for any lack of the foregoing. Descriptions of, or references to, products or publications within the Website do not imply endorsement of that product or publication.

13.2 Part or all of the Information may be subject to terms and conditions that may be found on the websites or in the documents and policies of third parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions that may be found on the websites or in the documents and policies of third parties, the terms of this Agreement shall control. LEO Pharma makes no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of any Materials and will not be liable for any lack of the foregoing.

13.3. LEO Pharma does not represent or warrant that every action you take with regard to your account and related activities on the Website will be lawful in any particular jurisdiction. It is incumbent upon you to

know the laws that pertain to you in your jurisdiction and act lawfully at all times when using the Website.

14. Content Uploaded by You.

14.1. From time to time, LEO Pharma may permit you to upload information, advice, text, data, software, messages, and other materials to the Website ("Your Content"). Your Content is your sole responsibility. This means that you, and not LEO Pharma, are entirely responsible for all of Your Content that you upload, post, email, transmit, or otherwise make available via the Website. Under no circumstances will LEO Pharma be liable in any way for any of Your Content including, but not limited to, any errors or omissions in Your Content, or for any loss or damage of any kind incurred as a result of the use of any of Your Content made available via the Website.

14.2. You hereby grant LEO Pharma a world-wide, royalty-free, non-exclusive, perpetual, irrevocable, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display Your Content and to incorporate Your Content in other works in any form, media, or technology now known or later developed.

14.3. You acknowledge that LEO Pharma does not pre-screen Your Content, but that LEO Pharma has the right, but not the obligation, in LEO Pharma's sole discretion to modify, transmit over various networks, refuse or move any of Your Content that is available on the Website. You agree that you must evaluate, and bear all risks associated with, the use of any of Your Content including, but not limited to, any reliance on the accuracy, completeness, or usefulness of Your Content.

14.4. You acknowledge and agree that LEO Pharma may preserve Your Content and may also disclose Your Content at any time and for any reason.

14.5. Since LEO Pharma does not pre-screen Your Content, you may be exposed to content that is offensive, indecent, or objectionable.

15. WARRANTY; LIMITATIONS.

15.1. THE WEBSITE, INCLUDING ALL CONTENT, OFFERS, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LEO PHARMA AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER ABOUT:

15.1.1. THE CONTENT ON THE WEBSITE;
15.1.2. THE CONTENT, OFFERS, FUNCTIONS, MATERIALS, AND INFORMATION ACCESSIBLE THROUGH THE WEBSITE;
15.1.3. ANY PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES, OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR,
15.1.4. ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE.

15.2. FURTHER, LEO PHARMA AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LEO PHARMA DOES NOT WARRANT THAT THE WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEO PHARMA AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE WEB SITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

15.3. LEO PHARMA DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEBSITE ARE LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, SPECIFICALLY DISCLAIM SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE WEB SITE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE.

16. Limitation of Liability.

Under no circumstances shall LEO Pharma be liable under any legal theory for any damages, including but not limited to direct, special, incidental, indirect, consequential, or punitive damages that are directly or indirectly related to the use of, or the inability to use, the Website or Information, including as a result of anything relating to your use or inability to use a Third Party Site, even if LEO Pharma has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential

damages, so the above limitation or exclusion may not apply to you. In no event shall LEO Pharma have any liability to you for any damages, losses, or causes of action. This limitation includes, but is not limited to, damages to, or for any viruses that infect, your computer equipment. Use of the Website is completely at your own risk.

17. Indemnity.

You agree to indemnify LEO Pharma, its officers, employees, owners, representatives, agents, subsidiaries, affiliates, officers, partners, suppliers, and licensors (hereinafter individually and collectively referred to as "Indemnitees") and LEO Pharma agrees to control any litigation, negotiations, discussions, settlements, or associated dealings, for any claims, demands, penalties, fines, liabilities, attorneys' fees, court costs, legal expenses and causes of action of any nature, whether civil or criminal, for losses and/or damages of any kind which may be brought against LEO Pharma and/or Indemnitees, in any way, directly or indirectly, incident to, arising out of, in connection with or resulting from your use of or inability to use the Website.

18. Choice of Law and Forum.

Notwithstanding any provision to the contrary, this Agreement and the interpretation of its terms shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws rules. The parties consent to the sole and exclusive jurisdiction and venue of the New Jersey state courts for all state court matters, and the United States District Court for the District of New Jersey for all federal court matters.

19. Notices; Electronic Notification.

19.1. When you sign up for any service or purchase any product offered by LEO Pharma, you consent to receive any privacy or other notices, agreements, disclosures, reports, documents, communications, or other records (collectively, "Notices"), whether or not the Notices are related to the service you signed up for or product you purchased, from LEO Pharma electronically. You consent to receive Notices electronically in either or both of the following ways:

19.1.1. LEO Pharma may post the Notice on our website (www.leo-pharma.us); or,

19.1.2. LEO Pharma may transmit the Notice to you by email.

19.2. If you do not wish to receive Notices from LEO Pharma electronically, you should not become a registered user of the Website.

19.3. All Notices provided to you electronically will be deemed to be "in writing." You acknowledge and agree that your consent to receive Notices electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that both you and LEO Pharma intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

19.4. In order to receive Notices electronically from LEO Pharma, you must have:

19.4.1. an Internet browser, such as Internet Explorer 7.0 or greater or Firefox 3.0 or greater;

19.4.2. an email account and email software;

19.4.3. a personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing;

19.4.4. sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and

19.4.5. a printer that is capable of printing from your browser and email software.

20. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration administered by the American Arbitration Association exclusively in Somerset, New Jersey, in accordance with its commercial arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court in and for the state of New Jersey.

21. Local Regulations.

The laws and regulations governing the introduction of products vary from country to country and, therefore, you should check with local regulatory authorities prior to importing products into each country.

22. Void Where Prohibited.

The contents of this Website are intended to comply with United States laws and regulations. Although the information on this Website may be accessible to users outside of the United States, the information pertaining to LEO Pharma products is intended for use solely by

residents of the United States. Other countries may have laws, regulatory requirements, and medical practices that differ from those in the United States. This Website links to other websites produced by other operation divisions and/or subsidiaries of the LEO Pharma Group. Some of these divisions and/or subsidiaries are outside of the United States, and the websites produced by these divisions and/or subsidiaries may contain information that is appropriate only to the countries from which these websites originate. LEO Pharma reserves the right to limit provision of its products or services to any person, geographic region, or jurisdiction and/or to limit the quantities of any products or services we provide. Any offer for any product or service made on this Website is void where prohibited.

Miscellaneous.

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all other prior written or oral agreements between them. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement. It is the intent of the parties that neither this Agreement, nor any covenant in this Agreement, shall be construed against either party pursuant to the common law rule of construction against the drafter. It is the intent of the parties that said rule not be applicable to this Agreement. The parties waive all rights to trial by jury in any action or proceeding instituted in connection with this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of this Agreement.