Actelion Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING ANY PAGES OR CONTENT IN THIS OR ANY OTHER ACTELION WEBSITE OR BEFORE ACCESSING, DOWNLOADING, VIEWING, DISPLAYING OR USING, IN ANY MANNER, FROM YOUR SMART PHONE OR OTHER MOBILE DEVICE, ANY APPLICATION (OR "APP") OFFERED, DISTRIBUTED, PRODUCED, DEVELOPED, MARKETED OR MADE AVAILABLE BY ACTELION THROUGH ANY ACTELION WEBSITE (SUCH WEBSITES AND APPS, COLLECTIVELY, THE “SITE”).

By using or accessing this Site, you acknowledge that you: have read and understood these terms and conditions; are at least eighteen (18) years old and have the legal authority to accept the terms and conditions; and agree to be legally bound by the terms and conditions. If you do not agree to these terms and conditions, please do not access or use this Site. You should review these terms and conditions periodically as they may be revised from time to time by Actelion Pharmaceuticals US, Inc. (Actelion), and your use afterwards signifies your acceptance of the changed terms.

Use of This Site

Actelion is providing the material on this Site for your personal information and use only. In connection with viewing and using this Site, you are permitted to temporarily download one copy of the materials posted on this Site onto a single computer or mobile device for your personal, non-commercial use only. Redistribution, retransmission, republication or commercial exploitation of the contents of this Site are expressly prohibited without the prior express written consent of Actelion. All rights not expressly granted herein are reserved. Downloading of any information, content or images from this Site does not transfer any right or ownership of such information, content or images to you, and such information, content or images may be used solely in accordance with these terms and conditions. You may not mirror or archive any part of this Site or any material contained on this Site on any server, computer or mobile device without Actelion’s prior written permission. The content of this Site is owned or controlled by Actelion and is protected under applicable copyright and trademark laws. All copyright and other proprietary notices contained in downloadable materials must be retained.

Accuracy of Information

While Actelion strives to provide accurate information, Actelion cannot guarantee that materials and information available through this Site will be accurate, timely or complete. Actelion shall not be responsible for any consequences arising from your reliance on the accuracy of any materials and information available through this Site.

Medical Information

This Site may contain information relating to various medical conditions and their treatments. Such information is provided for informational purposes only and is not meant to be a substitute for the advice of a physician. You should not use this information for diagnosing or treating a health problem or disease. In order for you to make informed healthcare decisions, you should always consult with your physician for your personal medical needs. Neither Actelion, nor its agents, affiliates, partners, or licensors are providing the materials to you for the purpose of giving you medical advice. You should not rely on the materials in deciding on a treatment plan,
drug usage, or any other medical advice regarding the materials, and Actelion and its licensors
strongly urge that you consult with a physician in connection with any and all treatment options
that may be available to you.

Prohibited Behavior

Actelion is under no obligation to review or monitor, and assumes no responsibility or liability
arising from, activities occurring on this Site. You are responsible for all information that you
upload, post, email or otherwise transmit using the Site, including through the medical
information request form. You are responsible for respecting the rights of Actelion and third
parties with respect to materials and information that are available through this Site and agree
not to use or exploit any portion of this Site to provide any commercial services, “spam” or other
unsolicited communications to third parties or offer any portion of this Site to any third party.

Additionally, you shall not use this Site to:

 o Impersonate another person or entity, including without limitation, a representative of
   Actelion or its officers, directors, employees or agents, falsely represent or misrepresent
   your affiliation with another person or entity, or otherwise manipulate identifiers that
   would disguise the origin of any information transmitted to or through this Site;
 o Use this Site for any purpose or in any manner that violates any local, state or federal
   law or regulation or the law or regulation of any foreign government;
 o Directly or indirectly, intentionally disrupt or interfere with this Site in any manner that
   may materially adversely affect Actelion or any third party; or
 o Upload, post, email or otherwise transmit without authorization any material that contains
   personal or private information concerning any third party person or entity, including
   without limitation, phone number(s) or addresses, credit/debit cards, account numbers,
   social security numbers, passwords or other similar information.

Indemnification

You agree to defend, indemnify and hold Actelion, its affiliates, and their respective officers,
directors, employees, attorneys and agents, harmless from and against any and all claims,
damages, costs and expenses, including attorneys’ fees, arising from or related to your use or
misuse of this Site or the infringement by you of any intellectual property rights of any person or
entity. Actelion shall provide notice to you promptly of any such claim and shall reasonably
cooperate with you, at your expense, in your defense of any such claim.

Governing Law and Arbitration

These Terms and Conditions (including without limitation the validity, construction and
performance of duties related thereto) are governed by and construed in accordance with the
laws of the United States of America and the laws of the State of Delaware without giving effect
to any principles of conflicts of laws. We make no representation that materials or services
included within the Site are appropriate or available for use outside the United States, and
access to them from territories where their contents are illegal is prohibited. Venue with respect
to any dispute (not subject to arbitration as provided below) between you and Actelion will rest
exclusively in the state or federal courts located in Delaware, unless such venue would deprive
you of any remedy, at law or in equity, which would otherwise be available in your state of
residence.
You shall first contact us regarding any claim or controversy arising out of or relating to these Terms and Conditions, or any breach thereof, or the use of the Site, except such claims or controversies for which injunctive relief is available, that cannot be resolved by mediation within 30 days shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Supplementary Procedures for Consumer-Related Disputes (collectively, “AAA Rules”), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The AAA Rules are available online at adr.org or by calling 1-800-778-7879. You agree that, by accepting these Terms and Conditions, you and Actelion are each waiving the right to a trial by jury or to participate in a class action. These Terms and Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

Unless you and Actelion agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. If the claim or controversy is for $10,000 or less, Actelion agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator(s), through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If the claim or controversy exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which the award is based.

**Termination**

You acknowledge and agree that Actelion may terminate your login credentials and/or other access privileges and remove and discard any content you may have provided without notice to you for any reason, including without limitation, if: (i) you do not use the Site for what Actelion, in its sole discretion, deems to be an extended period of time; (ii) Actelion believes that you have violated any of these Terms and Conditions; or (iii) you have otherwise acted in any manner that Actelion, in its sole discretion, deems objectionable. You agree that any termination of your access to the Site shall not result in any liability or other obligation of Actelion to you or any third party in connection with such termination.

**Jurisdiction**

Although it is accessible worldwide, this Site and its content are intended for residents of the United States only. If you choose to access this Site from locations outside the United States, such conduct is at your own risk and subject to the laws of the United States of America, which may differ from privacy laws in your state or home country, and you are responsible for compliance with any local laws. You may not use or export anything (including information) from this Site in violation of U.S. export laws, regulations or these terms and conditions. Nothing in this Site should be interpreted as a promotion or solicitation for any product or of any nature that is not authorized by the laws and regulations of the country where you are located.

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any principles of conflicts of law. You and Actelion irrevocably consent to the exclusive jurisdiction of the courts located in Delaware in connection with any action arising out of or related to these terms and conditions or their subject matter.
You and Actelion waive any objection based on lack of personal jurisdiction, place of residence, improper venue or forum non conveniens in any such action.

Privacy

Please see Actelion Privacy Policy for information regarding the collection and use of personal information from this Site. Such Privacy Policy is incorporated herein by reference and governed by these Terms and Conditions.

Entire Agreement; Waiver; Severability

These Terms and Conditions are the entire agreement between you and Actelion related to your use of this Site. Failure to enforce any provision will not constitute a waiver of that provision. If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining terms and conditions and shall not affect the validity and enforceability of any remaining provisions. If Actelion provides you with a translation of the English language version of these terms and conditions, the English language version of these terms and conditions will control if there is any conflict.

Securities and Investment

This Site and the information contained or referred to herein do not constitute an offer or a solicitation of an offer for the purchase or sale of any securities.

Links to Other Sites

As a convenience, from time to time this Site may provide certain links or references to other websites that we think may be useful or of interest to you. Actelion neither controls, endorses, promotes nor has any affiliation with any other website unless expressly stated herein or on such website. Actelion therefore has no responsibility for the content, accuracy or any other aspect of the information contained on such linked websites. Actelion will not be liable for any damages or injury arising from your access to such websites or content.

E-mailing Content

As a convenience, Actelion also allows you to e-mail certain content from the Site to friends or other individuals who may find such content useful or interesting. Actelion does not monitor or control such e-mails and is not responsible for any content, accuracy or any other aspect of any information you include in the body of such e-mails. Actelion will not be liable for any damages or injury arising from the use of such e-mails or any information contained in the body of such e-mails.

Warranty

ACTELION MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TIMELINESS, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS SITE. LIKE ANY PRINTED MATERIALS, THE INFORMATION PROVIDED IN THIS SITE MAY BECOME OUTDATED OVER TIME. ACTELION UNDERTAKES NO OBLIGATION TO CORRECT OR UPDATE ANY CONTENT OR INFORMATION ON THIS SITE. ACTELION MAY
MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCTS AND/OR SERVICES DESCRIBED IN THIS CONTENT AND INFORMATION AT ANY TIME WITHOUT NOTICE, AND RESERVES THE RIGHT TO ALTER OR DELETE CONTENT AND INFORMATION ON THE SITE AT ANY TIME. ALL INFORMATION ON THIS SITE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Limitation of Liability

NEITHER ACTELION, NOR ANY AFFILIATE, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE WILL BE LIABLE FOR YOUR USE OF OR RELIANCE ON INFORMATION CONTAINED ON THIS SITE UNDER ANY CIRCUMSTANCES, INCLUDING NEGLIGENCE. NEITHER SHALL ACTELION BE LIABLE FOR ANY INJURY OR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE SITE. THE CONTENT THEREOF OR MATERIALS ON THIS SITE, EVEN IF ACTELION IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL ACTELION'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS SITE (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.

Trademarks, Copyrights and other Intellectual Property

Nothing on this Site shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of Actelion or any third party, whether by estoppel, implication, or otherwise. All brands and names are the property of their respective owners. All product names, trademarks, logos, trade dress, service marks, source identifying devices, and combinations thereof (collectively referred to as "Trademarks") displayed on this Site are the property of Actelion, its respective affiliates, related companies, licensors or business partners. Actelion claims protection of the Trademarks, under United States and other applicable international laws. The use or misuse of these Trademarks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of laws, including laws applying to copyright, trademark, privacy, publicity, slander, libel, and communications. Please be advised that Actelion (and its respective affiliates) actively and aggressively enforce its intellectual property rights to the fullest extent of the law. Images and content displayed on this Site are either the property of Actelion, or used with permission by the owner. The use of these images by you is prohibited unless specifically permitted by the terms and conditions of this Site. Unauthorized use of the images may violate the laws of copyright, trademark, privacy, publicity, and communications.

Actelion is pleased to hear from its customers; however, we do not accept or consider any creative ideas, suggestions or other materials related to products, services or marketing unless we have specifically requested them. Therefore, please do not send us any materials such as product ideas or suggestions unless you agree that Actelion may use such materials without restriction and any obligation to you as provided herein. Anything you disclose or offer to us by or through this Site (a "Disclosure"), including e-mails to Actelion, shall be deemed and shall remain the property of Actelion. Any such Disclosure is provided on a non-confidential basis.
with no obligation on our part to keep such information secret. Actelion is free to use, for any purpose whatsoever, any Disclosure, including but not limited to publishing, or developing, manufacturing, and marketing products using such information. You hereby release Actelion from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any Disclosure. By uploading or otherwise providing any Disclosure to this Site or Actelion, you hereby grant Actelion, to the extent you retain any rights, the unlimited, perpetual right to reuse, redistribute, modify and create derivative works from such Disclosure for any purpose and in any media without compensation, and you warrant that all "moral rights" in uploaded materials have been waived.

**Notices and Procedures for Making Claims of Copyright Infringement**

Pursuant to the Digital Millennium Copyright Act of 1998, Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Actelion’s Designated Agent, as follows:

Actelion Pharmaceuticals US, Inc.
c/o Privacy Officer
5000 Shoreline Court, Suite 200
South San Francisco, CA 94080

To file a notice of infringement with Actelion, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the U.S. Copyright Office website, located at [http://www.copyright.gov](http://www.copyright.gov). Date Last Modified: These Terms and Conditions were last modified on December 15, 2014.

Actelion Contact Information:

Please contact Actelion with any questions or comments about these Terms and Conditions, your personal information, our third-party disclosure practices, or your consent choices at:

Actelion Pharmaceuticals US, Inc.
c/o Privacy Officer
5000 Shoreline Court, Suite 200
South San Francisco, CA 94080

Copyright © 2014 Actelion Pharmaceuticals US, Inc. All rights reserved. The text, images, graphics, sound files, and their arrangement on this Site are all subject to copyright and other intellectual property protection. These objects may not be copied for commercial use or distribution, nor may these objects be modified or posted to other sites.