

## Shionogi Inc. Terms of Use

Welcome to the Shionogi Inc. web site. The information provided on this site is for informational and/or educational purposes only. Before accessing or using this web site, please carefully read and review the Terms of Use below. By accessing or using this web site, you acknowledge that you have read, understood and agreed to the Terms of Use. If you do not agree to the Terms of Use, please discontinue use of this web site.

- **Use of web site.** The information provided on this site is for informational and/or educational purposes only. Certain sections of this web site are intended for particular audiences, including Shionogi's shareholders, members of the healthcare community, and the general public. Your access to and use of the information contained in the web site is subject to these Terms of Use. By accessing and using the web site, you accept, without limitation or qualification, these Terms of Use.
- **Content.** Shionogi will make reasonable efforts to include accurate and up-to-date information on this web site, but makes no warranties or representations regarding its accuracy, timeliness or completeness. You agree that access to and use of this web site and the content thereof is at your own risk. Shionogi disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Neither Shionogi nor any party involved in creating, producing or delivering this web site shall be liable for any damages, including without limitation, direct, incidental, consequential, indirect or punitive damages, arising out of access to, use of or inability to use this web site, or any errors or omissions in the content thereof. This limitation includes damages related to any viruses that may infect your computer equipment.
- **Indemnification.** You agree to indemnify, defend and hold harmless Shionogi, its officers, directors, employees, agents, suppliers and third party partners from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use.
- **Privacy.** Shionogi respects the privacy of its web site users. Please refer to Shionogi's Privacy Policy, which explains users' rights and responsibilities with respect to information that is disclosed on this web site.
- **Non-Confidential Information.** Subject to any applicable terms and conditions set forth in Shionogi's Privacy Policy, any communication or other material that you send to us through the Internet or post on a Shionogi web site, such as any questions, comments, or suggestions, is and will be deemed to be non-confidential and Shionogi shall have no obligation of any kind with respect to such information. Shionogi shall be free to use any ideas, concepts, know-how or techniques contained in such communication for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products.
- **Third Party web sites and Links.** This web site may contain links or references to other web sites maintained by third parties over which Shionogi has no control. Similarly, this web site may be

accessed via third party links or web sites over which Shionogi has no control. Shionogi makes no warranties or representations of any kind as to the timeliness, accuracy or completeness of information contained in such web sites, and shall have no liability for any damages or injuries arising from such content or information. Inclusion of a third party link does not imply an endorsement or recommendation by Shionogi.

- **Medical Information.** This web site may contain information relating to various medical conditions and treatments. Such information is provided for informational purposes only, and is not meant to be a substitute for advice provided by a doctor or other qualified health care professional. Patients should not use the information contained herein to diagnose a health problem or condition. Patients should always consult with a doctor or other health care professional for medical advice.
- **Forward Looking Statements.** This web site contains forward-looking statements about Shionogi's financial and operating performance, business plans and prospects, in-line products and products in development that involve substantial risks and uncertainties. Actual results could differ materially from the expectations and projections set forth in those statements. A discussion of these and other risks can be found in Shionogi's most recent Annual Report. Shionogi assumes no obligation to update any forward-looking statements as a result of new information or future events or developments.
- **Trademarks.** All product names, whether or not appearing with the trademark symbol, are trademarks of Shionogi, its affiliates, related companies or its licensors or joint venture partners, unless otherwise noted. The use or misuse of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of law and/or regulation. Shionogi has and will continue to actively enforce its intellectual property rights to the fullest extent of the law.
- **Copyrights.** The contents of this web site are subject to copyright protection. The contents of Shionogi web sites may not be copied other than for noncommercial individual reference with all copyright or other proprietary notices retained, and thereafter may not be recopied, reproduced or otherwise redistributed. Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained in this web site or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, text or documents, without the express written consent of Shionogi. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of Shionogi, or any third party.
- **Void Where Prohibited.** This web site and its contents are intended for US audiences only. Although the information on this web site may be accessible to users outside of the US, the information pertaining to Shionogi products is intended only for use by US residents. Other countries may have laws, regulatory requirements and medical practices that differ from those

in the US. This site links to other sites produced by Shionogi's various operating divisions, some of which are outside the US. Those sites may have information that is appropriate only to that particular originating country. Shionogi reserves the right to limit provision of its products or services to any person, geographic region or jurisdiction and/or to limit the quantities or any products or services we provide. Any offer for any product or service made on this web site is void where prohibited.

- **Governing Laws.** The Terms of Use Agreement and your use of the web site shall be governed by the laws of the United States of America and the State of New Jersey without regard to its conflicts of laws principles. Any legal action or proceeding related to this web site shall be brought exclusively in a federal or state court of competent jurisdiction in New Jersey.
- **Miscellaneous.** If any provision of this Agreement is held to be unlawful, void or unenforceable, then such provision shall be deemed severable without affecting the enforceability of the remaining provisions.