

Bausch Health Canada Terms of Use Legal Notice

Terms of Use

The terms of use set forth herein govern your use of Bausch Health Canada's Contraceptive Patient Support Program website. By using this website, you agree to be bound by these terms and conditions. If you do not agree to all these terms and conditions, do not use this website. These Terms of Use govern Your use of the Service, including: the on-line patient enrolment; reimbursement services and tools; content, such as documents, text and other information provided to users under the Service; financial assistance; adherence support; disease education; other services and elements; and all information stored on and made available through the Service (collectively, the "**Content**").

The Service is offered by Bausch Health Canada Inc. and administered by an independent third party service provider, STI Technologies Limited., (the "**Service Provider**"). The Service and Content are designed to comply with Canadian laws and regulations. By clicking the SUBMIT button on the registration page, you signify that You have read, understood, and agree to be bound by these Terms of Use. Bausch Health Canada may modify this website and the terms and conditions of use at any time. These modifications will be posted on this website as they occur. By your continued use after any such change is posted, you accept such modification.

This website contains information intended only for residents of Canada. Copyright Bausch Health Canada 2019. All rights reserved.

REGISTRATION

You hereby acknowledge that in order to enrol in the program and receive Services, certain personal and medical information about You will be collected. Accordingly, in consideration of using the Service, You agree to: (a) provide accurate, current and complete personal and medical information as may be prompted by any forms or surveys on or through the Service ("**Registration Data**"); (b) maintain the security of any identification, for example card numbers, provided by You or made available to You through Your registration for the Service; (c) maintain the accuracy and completeness of the Registration Data, and any other information, You provide to the Service and the Service Provider, and keep it accurate, current and complete; and (d) be fully responsible for all use of Your registration (as described below) and for any actions that take place using Your registration whether by You or a third party.

To use the Service or any Content, You must have been prescribed Contraceptive by a physician, and be provided with an STI Patient Card.

You also acknowledge and understand that your Registration Data and Contraceptive Client ID may be used by You or Your registered healthcare provider in Canada licensed to practice medicine, nurses, pharmacists, or medical support or administrative staff as the case may be (an "**HCP**") to register You for the Service. If Your HCP registers You, You understand that you will have to provide your Registration Data and additional information to the HCP to enable them to Register You.

The Service Provider will use commercially reasonable efforts to maintain Registration Data, your personal information and any data derived therefrom or associated with You in a secure and

encrypted environment. In no event will the Service Provider copy, disclose, sell, distribute, perform, incorporate or otherwise use the Your information except to provide the Service, to facilitate the security of the Service and protect the security of Your information, or in connection with other services provided by the Service Provider, should you consent to such services, during the term of these Terms of Use.

Consent

I authorize and consent to being contacted by Bausch Health, the Program and administrators and service providers of the Program, by electronic (including email, text messaging and other forms of electric communication), telephone, and facsimile means for purposes of: determining my eligibility for the Program; obtaining additional supporting documentation from me, including financial information, for verifying my insurance coverage; to arrange for financial coverage for me to use the prescribed medication(s); conducting Program-related activities; delivering Services, information or content to me; for market research purposes (including surveys and questionnaires) related to the Program, the Services, my relevant medical condition or me; in the event an adverse event is reported and further follow up is required, including reporting to Health Canada; and for monitoring the quality and effectiveness of the Services. I also hereby authorize Bausch Health or those acting on behalf of the Program to contact me in order to provide me with educational and support Services associated with my condition, my therapy and other information required for the administration of the Program.

I understand I can withdraw my consent at any time. I understand I may contact the Program at any time to update or access my Personal Information, modify or withdraw my consent (in part or in full), express a privacy-related concern, or to inquire about the privacy practices of the Program. I understand and acknowledge that should I modify or withdraw my consent granted hereunder, the ability to deliver the Services or Program may be limited or terminated.

Limitations

The information contained in this website is made available for informational purposes as a general resource only by Bausch Health Canada and is not intended as a substitute of any kind for medical or similar professional advice, diagnosis or treatment. The information is not intended to replace advice provided by your healthcare professional. It is important to seek the advice of a qualified healthcare professional about the appropriateness of commencing or changing any course of treatment.

While Bausch Health Canada has made reasonable efforts to ensure that the information contained on this website is accurate and up to date, Bausch Health Canada does not guarantee that the information contained in in this website is error free, complete, accurate, reliable or current. All content on this website is provided by Bausch Health Canada on an as is basis without any representation or warranty of any kind or nature whatsoever either express or implied. In no event shall Bausch Health Canada or any of its affiliates or their respective officers, directors, employees or agents, be liable for any direct, indirect, consequential, incidental, special, exemplary or punitive damages, harm, injury, cost expense or other losses or any kind or nature whatsoever (whether based on warranty, contract, tort, equity, strict liability, patent or copyright infringement or any other legal theory) resulting from the use of, or the inability to make use of, the site or any site content (including without limitation in any connection with the transmission or downloading of any site content from the site or submissions

to the site or any lost files, data or information supplied by you) or the use of, or your reliance on, any site content or other information contained on this website, whether or not Bausch Health Canada is advised of the possibility of such damages or ought to have reasonably known of the potential for such damages.

Ownership of the service and trademarks and ownership and use of user content

All intellectual property rights in and to the Service and the Content (including copyrights, trademarks, trade secrets, trade dress and patents) are the property of Bausch Health Canada, STI or their respective licensors. Subject to the terms hereof, Bausch Health Canada and STI, and their respective licensors, retain all copyrights in and to all Content and the individual pages, and their components, and collective works available on the Service. The Bausch Health and Contrave logos, marks and trademarks, are the property of BAUSCH HEALTH CANADA and/or its Affiliates or Licensors. All other names, marks, and trademarks on the Service are the property of their respective holders. The display of any such marks or names does not imply that a license has been granted to You to use or display such marks or names.

3. USE LICENSE

When You register to use the Service, BAUSCH HEALTH CANADA grants to You a limited, revocable, personal license to access and use the Service and the Content solely in connection with Your use of the Services, subject to Your compliance with these Terms of Use and the following restrictions: You may not: (a) modify the Content or any part of the Service or use any of them for any commercial purpose, or any public display, performance, sale or rental; (b) decompile, reverse engineer, disassemble or make derivative works of the Content or any part of the Service; (c) remove any confidentiality, privacy, patent, copyright, trademark or other proprietary notices from the Content; (d) transfer, sublicense, or grant access to the Service to another person or entity in any manner inconsistent with these Terms of Use and BAUSCH HEALTH CANADA and the Service Provider's current policies; (e) permit or allow any unauthorized copying of the Content or other information on the Service and/or (f) provide Your registration information to another person, corporation or entity.

Trade-marks

Certain names, words, titles, phrases, logos, designs, graphics, icons and marks displayed on the Site or in the Site Content may constitute trademarks or trade names of Bausch Health Canada, its affiliates, related companies, joint venture companies, their licensors or other third parties. Nothing contained in these terms and conditions shall be construed as conferring by implication, estoppel or otherwise any license or right to use any such trade-marks, names, marks, or other intellectual property rights of Bausch Health Canada, its affiliates, related companies, joint venture companies, their licensors or any other third party. Any unauthorized use or display of any such trade-marks or trade names is strictly prohibited.

Copyright

The entire contents of this website are subject to copyright protection of Canada and other jurisdictions. The contents of this Web site may not be copied other than a single copy for non-commercial personal use with all copyright or other proprietary notices retained. It may not be recopied, reproduced or otherwise redistributed. Except as expressly provided herein, you may

not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text, documents or materials contained in this Web site or any portion thereof in any electronic medium or hard copy, or create any derivative work based on such images, text or documents, without the express written consent of Bausch Health Canada.

Links

The Site may include hypertext links to other websites solely for the purpose of helping you identify and locate other sources of information that may be of interest. Any such links do not imply an endorsement of (including that Bausch Health Canada has reviewed such sites) or association with such third party web sites and Bausch Health Canada is not responsible for such third party websites or the information contained on such third party websites. Use of third party websites is entirely at your sole discretion and risk. You may not create links from other websites to this website. Any copying, republication or redistribution of any part of this website or its content, including by caching, framing or similar means, is expressly prohibited without the prior written consent of Bausch Health Canada.

Privacy and Collection & Use of Personal Information

Your privacy and the security of your personal information are very important to Bausch Health Canada. The Bausch Health Canada Privacy Policy explains how Bausch Health Canada collects and uses certain information, including the personal information that you supply to Bausch Health Canada or otherwise make available through this website.

Governing Law

By accessing this website, you agree that all matters relating to access to, or use of this website and all of the communications, transmissions and transactions associated with this website shall be deemed to have occurred in the Province of Quebec, Canada, and shall, together with these Terms and Conditions, be governed by the laws of the Province of Quebec and the laws of Canada applicable therein, without regard to the conflicts of laws principals thereof. You also agree and hereby irrevocably submit and attorn to the exclusive personal jurisdiction and venue of the courts of the Province of Quebec with respect to such matters.

Termination

Your right to enrol in the Service, access and use the Service or the Content immediately terminate without further notice upon Your breach of these Terms of Use. BAUSCH HEALTH CANADA may terminate these Terms of Use and/or Your right to enrol in the Service or use the Service at any time, with or without cause without notice to You. These Terms of Use survive the expiration or termination of Your right to access the Service. BAUSCH HEALTH CANADA reserves the right to discontinue or make changes to the Service, and/or the Content at any time.