

# Legal information of Dermaweb

## EDITOR

PIERRE FABRE S.A, Limited liability company (SA) under French law with a capital of €272,367,035, whose head office is located at 12, avenue Hoche 75008 PARIS, France, listed with the trade and companies registry (RCS) of Paris under SIREN number 662 006 170, Phone: 33 (0) 1 49 10 80 00.

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## HOSTING SERVICE PROVIDER

OVH, simplified company with shares (SAS) incorporated under French law with a capital of €10,069,020, registered at 2 rue Kellermann - 59100 Roubaix - France, under the number 537 407 926, whose head office is located at 2 rue Kellermann - 59100 Roubaix - France

## GENERAL CONDITIONS OF USE OF THE DERMAWEB WEBSITE

### ARTICLE 1. PURPOSE

These terms and conditions (hereinafter the "Terms") are intended to define the conditions of use and access of the DERMAWEB site (hereinafter the "Site") belonging to PIERRE FABRE SA (hereinafter referred to as "PFSA") that the users (hereinafter the "Users") accept solely by consulting them. If the Users do not accept them, PFSA asks them to leave the Site. The Terms are governed by French law and may be changed at any time without notice. The Site may be used and consulted for personal, non-commercial purposes only. In general, Users shall refrain from using all or part of the Site for unlawful purposes (copyright) or purposes contrary to the Terms. By visiting the Site, Users agree to abide by the Terms as published on the date of their visit. The Terms are binding on all Users who visit the Site.

### ARTICLE 2- DESCRIPTION OF THE SERVICE

DERMAWEB is a free and secure web platform reserved for health professionals. The site aims to enrich the daily clinical practice of health professionals by offering training, information and services in the field of dermatology and to inform them of upcoming scientific events. The contributions are of a scientific and medical nature, are written by experts (physicians and other health professionals) and are strictly non-promotional. DERMAWEB provides its users with the following services:

- Articles on medical training and information based on clinical practice and/or scientific and medical literature.
- Clinical case reports and quizzes from experts to allow users to test their knowledge.
- Skindrug: A regularly updated database and its search engine allowing users to identify cutaneous adverse drug reactions (drug eruptions). This service also exists in the form of a mobile application, "Skindrug by Dermaweb", owned exclusively by PFSA.
- Skindiag: An asynchronous tele-expertise service offering users diagnostic and therapeutic assistance with the help of external expert clinicians and other DERMAWEB users.
- Practical data sheets for users and their patients.

(Hereinafter the "Service(s)").

The Site is fully funded by PFSA. The Site does not constitute a contractually-binding offer and does not host any form of advertising.

The Site is updated as a whole; therefore, certain new information, Services or notifications may no longer be valid at the time of publication or may simply be outdated. In spite of its best efforts, PFSA cannot guarantee that all information and Services on the Site are completely up-to-date. PFSA does not guarantee the correctness or completeness of information and Services on the Site. PFSA will make any corrections where necessary. The information and Services may also be updated in the time between the User accessing them and reading them. Consequently, PFSA offers no guarantee whatsoever that the information and Services are accurate, complete, and up-to-date. Under no circumstances may the Site be considered to offer online consultations. The Services provided on the Site are intended to support and not to replace the relationship between patient and doctor. Use of the Site falls under the sole and entire responsibility of the User. PFSA shall not accept liability for any result obtained based on use of the Site. In particular, Users are informed that the Site is not intended to replace professional medical advice. Unless expressly stated otherwise, any new feature that improves or expands one or more existing Service(s), or any new Service launched by PFSA, shall be subject to the Terms. Users accept that the Service is provided on an "as-is" basis. Users must use the Site for the purposes described in the Terms; they must not misappropriate the Site or attempt to re-direct Users to another service.

### **ARTICLE 3 - EDITORIAL POLICY**

The entire scientific content of the Site is written by doctors who are experts in their field. The editorial plan is developed under the supervision of an editor-in-chief to ensure compliance with the editorial line, which aims to address dermatology as a whole and as closely as possible to current clinical practice.

The scientific committee meets twice a year to define the areas of development for the Site. The scientific committee is not paid any fees by PFSA for holding the scientific committee meetings. Contributors are paid by PFSA for their publications on the Site. However, some content is provided free of charge.

Committee members are chosen based on their work, expertise in their field, experience, teaching and communication skills.

Users are aware that all information, data, texts, software, advice, photographs, images, videos, advice

sheets, messages or other material on the Site (hereinafter collectively referred to as "Content") are under the responsibility of the person who issued this Content.

## **ARTICLE 4 – TERMS OF ACCESS TO THE SITE**

### **4.1. CREATING AND DELETING A USER ACCOUNT**

The Site is accessible online at the following address: <http://www.dermaweb.com>;

To access the Site, Users must have the necessary hardware and software for Internet usage. In order to access the Site via a computer, tablet, cell phone (hereinafter the "Equipment"), the User must have access to the appropriate broadband Internet, a telephone subscription allowing access to the Internet, a compatible computer / tablet / cell phone such as: a smartphone (IOS, Android), WAP connection, wifi and / or 3G / 4G.

The User acknowledges that the conditions of the contract with their Internet / cell phone operator will continue to apply when using the Site. Users will be responsible for all costs claimed by the service provider for internet connection services via Wi-Fi, WAP and/or 3G/4G in order to access the Site.

When accessing the Site, Users shall not impede or disrupt the Site, servers, or networks and/or modify, adapt or pirate the Site and/or modify any third-party application or website in such a way that could be misleading in terms of its relationship with the Site.

Internet and telecommunications networks are subject to limitations and constraints. Users therefore agree to:

- Protecting their Equipment against any form of virus, attempted intrusion, unauthorized access and / or use by third parties;
- Ensuring the conditions of installation, operation and maintenance of its Equipment necessary for the proper functioning of the Site.

The Site can only be accessed by registering and creating an account (hereinafter the "User Account").

Any User may only hold one (1) User Account.

In order to create an Account, the User must connect to the Site and must enter via the form provided for this purpose, the requested identification data: first and last name, pseudonym, email, password country, specialty and professional identification.

The User is solely responsible for the veracity, consistency and completeness of the information provided for the User Account.

By using the Service, Users agree to:

- Provide true, accurate, up-to-date and complete information about themselves (this information is hereinafter referred to as the "Registration Data")
- And maintain and update this Registration Data on a regular basis to keep it true, accurate, up-to-date and complete. In the event that the Registration Data is wrong, inaccurate, outdated or incomplete, PFSA shall be entitled to suspend or delete the User Account and to deny the User in question access to all or part of the Service, immediately and thereafter.

Once the registration process is complete, the User will receive a confirmation email. The User must open the email and follow the instructions to confirm registration. The User is solely responsible for their use, storage and backup of their password. Users are responsible for respecting the confidential and personal nature of the login and password associated with the User Account.

Users are therefore solely and entirely responsible towards PFSA for all acts performed from their User Account and for protecting their password.

In addition, Users agree in general to take all useful and relevant precautions, particularly in terms of securing access to their Equipment, so that these details cannot be accessed by unauthorized third parties. PFSA will in no way be responsible for access by third party Equipment to the data entered into the Site.

Users must keep their login details safe and not communicate or share them with third parties.

Therefore, any connection or data transmission made using a User's password will be presumed to have been done by the User. PFSA will not accept responsibility for lost passwords.

In the event of loss, theft or misuse of their password and / or User Account, the User agrees to inform PFSA without delay to the address at the top of the GCU or by email to the following address:

[contact@dermaweb.com](mailto:contact@dermaweb.com)

It is not possible for multiple User Accounts to use the same email address.

Only the User and the administrators of the Site can access the User Account.

Users may request the deletion of their User Account and any personal data, at any time, without having to give a reason, by sending an email to [contact@dermaweb.com](mailto:contact@dermaweb.com) or by writing to the address listed at the top of the Terms.

PFSA may terminate use of the Site by a User subject to reasonable notice. PFSA also reserves the right to lawfully delete a User Account on the basis of any binding ruling by a court of law, an event of force majeure, breaches of these Terms or suspected fraud.

PFSA reserves the right to claim damages for any prejudice suffered as a result of such breaches.

Cancellation of a User Account will entail termination of the User's right to consult/use the Services and the User must cease all use of the Site. The User will not be entitled to any compensation as a result.

## **4. 2. OBLIGATIONS OF USERS**

While using the Site, Users shall refrain from:

- Using the Site, the Services to engage in politics, propaganda or proselytism;
- Diverting the Site from its purpose;
- Conducting illegal activities, including infringement of intellectual property rights over the text, photographs, images, videos, etc.;
- Advertising or inciting other Users to use any other service, whether from a competitor or not;
- Interfering in any way with the operation of the Site;
- Infringing intellectual property laws;
- Violating laws and regulations in force.

Users shall not:

- Upload, send, email, or in any other way transmit any content that is illegal, harmful, threatening, abusive, constituting harassment, defamatory, vulgar, obscene, threatening to the privacy of others, hateful, racist, or otherwise objectionable;
- View, post, upload, transmit any content that would be contrary to the laws in force in France and particularly in the field of intellectual property;
- Try to mislead other Users by usurping the name or corporate name of others and specifically by falsely presenting themselves as employees or affiliates of the PFSA service, moderator, guide or host;
- Upload, post, email, or in any other way transmit any content containing computer viruses or any other code, file, or program designed to interrupt, destroy or limit the functionality of any computer software or telecommunication device, without being limited to the items listed;
- Upload, post, email or in any other way transmit any content violating any patent, registered

trademark, manufacturing secret, intellectual property right, or any other property right (hereinafter collectively referred to as the “Rights”) belonging to others;

- Disrupt the normal flow of dialogues, speed up the scrolling of the screen in such a way that Users are unable to follow and enter their dialogue or commit any action with a similar disruptive effect impeding the ability of Users to communicate in real time;
- Hinder or disrupt the Service, servers, networks connected to the Service or refuse to comply with the required conditions, procedures, general rules or regulatory provisions applicable to networks connected to the Service;
- Harass in any way one or more other Users;
- Collect and store personal data, identification data, relating to other Users.

PFSA, or any person or entity designated by PFSA, shall have the right to delete or remove any content that violates these terms and/or any regulations, and any content that is reprehensible in any other way. Users also accept that they must exercise good judgment and accept all risks of using the Service and the Site.

## **ARTICLE 5 - PHARMACOVIGILANCE**

Users agree to transmit any safety information following the process described hereafter.

Any adverse drug reaction (ADR) and any other reportable safety reactions (as defined below) occurring **in context with the exposure to a Pierre Fabre product** must be reported to Pierre Fabre’s pharmacovigilance (PV) department immediately and no later than 24 hours after becoming aware of the information. If any follow-up information becomes available, follow-up reports are required and must be generated immediately and no later than **24 hours** after becoming aware of the respective information

Other reportable safety reactions include (see definitions hereafter):

- o Any information concerning paternal exposure or maternal exposure during pregnancy or breastfeeding;
- o Any information concerning an overdose, medication error, misuse, off-label use, abuse, lack of effectiveness or occupational exposure, whether or not these situations are associated to an ADR;
- o Any drug interaction;
- o Any suspected adverse reactions related to quality defect or falsified medicinal products;
- o Any unexpected beneficial effect

The transmission of this information must include at least the following items:

- Reporter’s name and contact details
- Patient information (sex, age, age group, initial...)
- Name of the Pierre Fabre product involved
- Description of the adverse drug reaction or other reportable safety reactions

And this information must be sent to the PV department of Pierre Fabre affiliate where the ADR or the safety reaction occurred (see. list of PV affiliate email address in annex).

It being understood that:

**Adverse drug reaction (ADR)**

An Adverse Reaction is defined as a response to a medicinal product which is noxious and unintended. An AR is any adverse event judged as having a reasonable suspected causal relationship to product.

### **Misuse of a medicinal product**

Situations where the medicinal product is intentionally and inappropriately used not in accordance with the authorized product information.

### **Overdose**

Administration of a quantity of a medicinal product given per administration or cumulatively which is above the maximum recommended dose according to the authorized product information. Clinical judgement should always be applied.

### **Abuse**

Persistent or sporadic, intentional excessive use of medicinal products which is accompanied by harmful physical or psychological effects [DIR 2001/83/EC Art 1(16)].

### **Medication error**

Are unintentional errors in the prescribing, dispensing, or administration of a medicine while under the control of a healthcare professional, patient or consumer. They are the most common single preventable cause of adverse events in medication practice.

### **Occupational exposure**

For the purpose of reporting cases of suspected adverse reactions, an exposure to a medicinal product as a result of one's professional or non-professional occupation.

### **Quality complaint**

Quality complaints include defects of the product itself (e.g. crack of tablets, empty blisters, etc.), defects of the package (e.g. deformation), problems with the product handling (e.g. difficulty to open the blister) as well as defects with regard to the labelling (e.g. wrong or missing patient leaflet, wrong or missing variable data) or intermixture with "alien" product (e.g. alien blister in the package), as well as the suspicion of product falsification. In addition, any expression of dissatisfaction with the quality, stability, reliability, performance and handling of a Pierre Fabre product will also be classified as a quality complaint.

Despite pure quality complaints, mixed complaints including ADR and/or other safety reactions combined with quality complaints are possible. These especially include ADR, where – based on the event description – an underlying quality complaint is to be expected.

If there is any suspicion of adverse drug reactions, health professionals are reminded to notify the pharmacovigilance departments concerned cf. article 8 of the legal notices.

## **ARTICLE 6. USING ADVICE PROVIDED ON THE WEBSITE**



The Site Content is provided to Users of the Site. The publication of this information does not convey any right of ownership over the Content. Users are only granted a non-exclusive right to use the Content for private purposes. Users may not copy or reproduce the Content in full or in part, by any means and on any existing or future medium whatsoever, adapt, reword or translate the Content into any other language.

PFSA will not accept liability for any direct or indirect consequences and/or any damage suffered due to faulty or pirated Content. Furthermore, PFSA is under no obligation of result regarding the Content given to Users, merely an obligation of means.

Finally, PFSA does not grant any explicit or implied guarantee and does not accept any liability relating to use of the Content. The Content is provided solely for informational purposes. For any additional information and/or questions, Users can write to the following address:

[contact@dermaweb.com](mailto:contact@dermaweb.com).

## **ARTICLE 7 - GUARANTEES AND LIABILITY**

### **7.1 LIABILITY**

Use of the Site falls under the sole and entire responsibility of the Users. Users shall use the Site for its intended purposes.

PFSA guarantees quiet enjoyment of the Site and in particular guarantees that the Site does not violate any third party intellectual property rights and that the Site is original. PFSA guarantees that the Site complies with French law and applicable industry standards for websites.

Users shall not introduce, whether intentionally or unintentionally, any viruses, bugs, or files of any kind whatsoever that disrupt the Site. They shall be entirely liable for any such action.

In the spirit of mutual respect, PFSA may take legal action against malicious use.

Users declare and guarantee that they are fully aware of the nature and constraints of the Internet. In particular, they acknowledge that the transmission of data and information on the Internet is not fully reliable from a technical standpoint given that these elements circulate across heterogeneous networks with diverse technical characteristics and capacities, which at certain times disrupt or prevent access.

PFSA will not accept liability for any damage caused by connection to the Site or use of the Site by a User.

PFSA will not accept liability for errors, omissions, viruses, or results that may be obtained through misuse of the Contents or the Site. PFSA is only bound by a simple obligation of due care.

PFSA, its managers and employees will not accept liability for:

- For any damage whatsoever arising from a connection to, access or use of the Site;
- Damage resulting directly or indirectly from consulting the Site or using the Content available on it;
- Direct or indirect damage resulting from the use of the Site, including any operational, financial, or commercial loss or loss of the Site or data in any information system, even if PFSA has knowledge of the possibility of such damage.

Under no circumstances will PFSA accept liability for the loss of Content or for any deterioration relating to the Content. No Information or Content provided by the Site shall be construed as any form of guarantee.

Subject to applicable laws and regulations, PFSA shall not accept liability for any damage, in particular, but not limited to, the loss of profit, customers, data, or intangible assets as a result of

using or being unable to use Site, and more generally any event relating to the Site and/or any third-party website.

## **7.2. WEBSITE CHANGES OR DOWNTIME**

PFSA endeavors to maintain access to the Site seven days a week and 24 hours a day, but is bound by no obligation to do so. Access may therefore be disrupted, particularly for maintenance and updates. Under no circumstances shall PFSA accept liability for any such disruptions or the consequences for the User or any third party.

PFSA reserves the right to change or delete the Site without notice, and will accept no liability as a result. Users may not under any circumstances use changes to or removal of the Site as grounds to claim compensation or payment of damages.

## **7.3. GUARANTEES**

Users recognize and expressly accept that:

- Their use of the Site and the Services is at their own risk. The Service is provided on an "as is" and "as available" basis, and PFSA does not provide any express or implied warranty as to the quality and suitability of the Service for a particular purpose, or the non-violation of the rules of use of the Service by its Users (without this list being limited).
- PFSA does not guarantee that the Site and / or the Services will meet their expectations; that they will be uninterrupted, timely, safe or free from error; that the results that can be achieved using the services will be accurate and reliable; that the quality of any Services, information or other material obtained by them on the Service will live up to their expectations; that defects in the software used, if any, will be corrected.
- Any material downloaded or obtained in any other way while using the Service is done so at their own risk. Users will be solely responsible for any damage caused to their computer or any loss of data after downloading any content.

## **7.4. SKINDIAG SERVICE MODERATION**

PFSA provides Users with the Skindiag service which allows users to leave comments in response to a clinical case (question asked by another user). PFSA cannot be held responsible for the information and comments made in the Skindiag discussion thread. Any damage to the image or reputation of PFSA resulting from content posted by Users (collaborative portal) may lead to prosecution. PFSA reserves the right to delete all messages, particularly if these messages are likely to infringe the rights of third parties or if they do not correspond to the editorial line of the Site, or if they do not comply with Article 4.2..

In this context, Users commit:

- Not to publish content that undermines human dignity;
- To respect the private nature of the contents;
- Not to infringe the laws of intellectual property;
- Not to breach public order;
- To respect the laws and regulations in force;
- Not to interfere in any way whatsoever with the operation of the Site;
- Not to disclose their login information to other Users or to any other person;
- Not to advertise or incite other Users to use any other service, competitors or not.



PFSA reserves the right to oppose the publication of any content that contravenes all or part of the Terms and/or to delete any content from the Site.

## **ARTICLE 8 - INTELLECTUAL PROPERTY**

Unless stated otherwise in this document, all elements appearing on the Site and the Site itself (including in particular, Content, text, data, databases, graphics, logos, trademarks, names, animations, images, videos, sounds, software and all other elements) (the Elements), are the exclusive property of PFSA and/or third parties who have granted PFSA a license, and are protected by French and international copyright law and more broadly by laws on intellectual property.

The Elements are protected by author's rights, copyrights, trademarks, patents, database rights, trade secrets, and/or all other intellectual property rights. Any reproduction, representation, or public communication rights are reserved, including visual, photographic, iconographic, or other types of representation. The reproduction of all or part of this Site on any electronic medium whatsoever is strictly prohibited unless expressly authorized by the Publication Director.

PFSA grants Users a free, non-exclusive, non-transferable, personal right, for private use only, to access, use and view the Site and its Elements. This right is granted for exclusively personal, private and non-commercial use, and is subject to retaining all related particulars concerning reproduction rights and intellectual property rights. Users are therefore prohibited from copying and/or reproducing all or part of the Elements, by any means and on any existing or future medium whatsoever, from rewording or translating the Elements into any other language, and from adapting the Elements.

Users may download, display or print the Elements available on the Site for professional non-commercial purposes only, without modifying in any way whatsoever any text relating to intellectual property rights; they must ensure that the following text appears on each copy: "This document is issued by Pierre Fabre SA. All rights of reproduction are reserved. Any use, other than those mentioned above, is prohibited without prior written permission of Pierre Fabre SA.

Users will ensure that their use of the Site does not in any way infringe upon the rights of PFSA, and in particular that this use does not involve any form of counterfeiting, unfair competition or parasitic business practice.

The trademarks and logos used on the Site are registered; reproducing these elements classifies as an act of counterfeiting. All rights of use are reserved. In accordance with Article L. 122-4 of the French Intellectual Property Code, any total or partial representation or reproduction, by any means, that is not expressly authorized, shall be illegal and shall constitute an infringement punishable under Articles L. 335-2 et seq. of the French Intellectual Property Code.

Users are not authorized to sell, copy, rent, commercialize, transfer, or otherwise sub-license, modify, or adapt the Site, combine it entirely or in part with another piece of software, translate it, take it apart, disassemble it, or create any piece of software whose functions are derived from the Site without express written permission from the Publication Director.

A breach of these rules shall constitute copyright infringement.

Any other use of the Elements is strictly prohibited and constitutes a violation of the French Intellectual Property Code.

## **ARTICLE 9 - HYPERTEXT LINKS**

PFSA may provide links to websites and/or applications that may or may not belong to the Pierre Fabre Group. These websites and/or applications are independent of the Site.

PFSA neither publishes nor monitors the sources and content of these websites or their links to other websites and/or applications.

The links to these websites and/or applications do not in any way constitute any endorsement, approval, or agreement from PFSA of or with the content of these websites and/or applications, especially of any way in which they may be used.

Consequently, PFSA shall not accept liability for the content, products, services, advertising, cookies, or other elements of these websites or any proven or alleged damage or loss resulting from or relating to the use of the information, services, or data available on these websites and/or applications.

Hypertext links may only be created on the Site with PFSA's prior written permission. Any request for authorization must be sent to the following contact address: [contact@dermaweb.com](mailto:contact@dermaweb.com).

#### **ARTICLE 10 - NON-WAIVER AND PARTIAL NULLIFICATION**

If any provision of the Terms becomes null and void due to a change in laws or regulations or due to a legal ruling, this will in no case affect the validity of and obligation to adhere to the other provisions of the Terms.

Failure by one Party to enforce any provision of the Terms shall not constitute a waiver of its right to enforce the same provision in the future.

#### **ARTICLE 11 - MISCELLANEOUS**

If any provision of the Terms becomes invalid or contains a loophole, the provision in question shall be replaced by one whose legal interpretation is as similar as possible.

Users declare and recognize that they have read the Terms and that by using the Site they declare their full and unconditional acceptance of the entire Terms.

For any questions concerning the Terms or any questions or comments about the User Accounts, Users may write to the following address: [contact@dermaweb.com](mailto:contact@dermaweb.com).

#### **ARTICLE 12 - CHANGES TO THE TERMS AND CONDITIONS**

PFSA may change the Terms at any time. Users shall be notified of the changes. Any use of the Site following notification of a change shall constitute acceptance of the Terms. The version of the Terms that applies shall be the wording in force on the Site on the date of use. Users who disagree with the changes to the Terms agree not to access the Site.

If the Terms are translated, only the French version is valid and enforceable.

#### **ARTICLE 13 - APPLICABLE LAW AND COMPETENT COURTS**

The Terms are governed by French law.

Any dispute arising in connection with these Terms shall be referred for mediation prior to any legal action or arbitration.

Should the mediation fail, the dispute shall be brought before the competent jurisdiction of the Paris Court of Appeals.