

NIMUE WEBSITE TERMS OF USE

TERMS AND CONDITIONS & WEBSITE USE AGREEMENT

1. INTRODUCTION

Welcome to the Nimue website. In these Terms and Conditions & Website Use Agreement (hereinafter referred to as the “Terms of Use”):

- a. “Ascendis Skin” means, collectively, Ascendis Skin & Body (Pty) Ltd, its subsidiaries and affiliates, as well as particular reference to its brand, Nimue Skin;
- b. The information provided on this website is for general information and in certain circumstances also for educational purposes on the Nimue Skin brand. The information is provided for no other purpose.

2. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS OF USE

Please read and review these Terms of Use carefully each time before accessing the content of this website or using this website as they may change from time to time. Your access to, and use of the information contained on this website is subject to these Terms of Use. By accessing and using this website, you accept, without limitation or qualification these Terms of Use.

3. PURPOSE

The information provided on this website is for general information and educational purposes. Certain sections of this website are intended for particular user audiences including, Ascendis Skin employees, customers and shareholders, as well as the general public.

4. NO REPRESENTATION

Ascendis Skin makes no representations and gives no warranties about the accuracy nor suitability of the content published on this website, nor that the services will be free from errors or omissions or that the use of the website will be uninterrupted. Should you rely on the information and technology contained in this website, then you do so at your own risk.

5. COPYRIGHTS

The entire content of this website is subject to copyright protection. None of the content of this website may be copied other than for non-commercial individual reference, and only if all copyright or other proprietary notices are retained. The information thereafter may not be copied, reproduced or otherwise redistributed and only a single copy may be stored. Furthermore, you may not modify the information in any way. 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 website 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 Ascendis Skin. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of Ascendis, or any third party. If you should link to any third-party websites from this website, you shall be bound by and undertake to comply with the copyright provisions of such website.

6. TRADEMARKS

All product names, whether or not in large print or with the trademark symbol, are trademarks of Ascendis Skin, related companies or its licensors or joint venture partners. Any use of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may violate copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Further, please be advised that Ascendis Skin actively and aggressively enforces its intellectual property right to the fullest extent of the law.

7. THIRD PARTY WEBSITES AND LINKS

This website may contain links or references to other websites maintained by third parties over whom Ascendis Skin has no control. Such links are provided merely as a convenience. Similarly, this website may be accessed from third party links over which Ascendis Skin has no control. Ascendis Skin makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such websites and shall have no liability for any damages or injuries of any kind arising from such content or information. Inclusion of any third party links in the website does not imply an endorsement or recommendation by Ascendis Skin of such website.

8. PRIVACY

This site may electronically collect, store and use private information from users. Users of this site consent to this. Information may be collected electronically by using cookies, or information is collected when it is provided voluntarily by the user. Users may determine cookie use independently through their browser settings. Information so collected shall not be disclosed to any third party unless agreed upon between the user and Ascendis Skin, or through due legal process. Users agree that Ascendis Skin may from time to time communicate with them, at such time of communication the user will always be given the opportunity to instruct Ascendis Skin to remove their details from the mailing list. The user agrees that any information it provides to Ascendis Skin will be true, accurate, current and complete and that the user will maintain and properly update your personal profile as required by Ascendis Skin.

9. INTENDED USE

- a. This site is a business and commercial site. It is, therefore, not intended for persons under the age of 18. If you are under the age of 18, you should speak to your parents, your guardian, or a responsible adult and obtain their permission to use this site. Members who seek to use this site must be 18 years and older.
- b. When you access or use the website, sign up for any newsletters, opt into marketing communication, or send an email to us, you agree to receive electronic communication from Ascendis Skin and you are able to 'opt out' at any given time.

10. LIABILITIES AND INDEMNIFICATION

Ascendis Skin shall bear no responsibility and also disclaims all liability for any claim, loss, cost and expense (including reasonable attorneys' fees and disbursements), damage or other liability, either directly or indirectly, attributable to the use of this website or reliance upon information provided through the facilities available on this website. You agree to indemnify, defend and hold harmless Ascendis Skin, its officers, directors, employees, agents, suppliers and third party partners from and against all claims, losses, costs and expenses (including

reasonable attorneys' fees and disbursements), damages and other liabilities, resulting from any violation by you of these Terms and Conditions & Website Use Agreement.

11. GENERAL

- a. **Governing laws** – These Terms and Conditions & Website Use Agreement and your use of this website shall be governed by the laws of the Republic of South Africa. Any legal action or proceeding related to this website shall be brought exclusively in the High Courts of the Republic of South Africa.
- b. **Severability** – If any provisions of these Terms and Conditions & Website Use Agreement are held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions.
- c. **Variation** – Ascendis Skin reserves the right to alter or delete materials from this website at any time at its discretion and without notice. Furthermore Ascendis Skin reserves the right to amend these Terms and Conditions & Website Use Agreement at any time by posting the amended Terms and Conditions & Website Use Agreement on this website. Unless otherwise stated, the current version will apply each time you access this website.