

LUYE PHARMA TERMS OF USE

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Introduction

Please read these Terms of Use (“Terms”) carefully as they constitute an agreement between you and Luye Pharma Group, a member of Luye Life Science Group (“Luye,” “we,” “us,” or “our”). These Terms govern your access to and use of this website (“Site”) and our mobile application (“App”), including any content, functionality and services offered on or through the Site or App whether as a guest or registered user. If you do not agree with these Terms, please stop using the Site or App immediately. We reserve the right to change any part of the Site and App without notice.

Disclaimer

The information in the Site and App is intended for healthcare professionals only. It is not intended for use by the general public. By using the Site or App, you represent that you are a healthcare professional

Updates to the Terms

These Terms are subject to change without notice at any time, in our sole discretion. To access the Site, App, or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site and App that all information you provide within each of them is correct, current, and complete.

General App Store Notice

By downloading our App from the Apple App Store or the Google Play Store, you acknowledge that these Terms are between you and Luye, Apple and Google are not a party to these Terms.

You are granted a personal, limited, non-exclusive, non-transferable and perpetual license to perform, display and use our App on your mobile device subject to the usage rules set forth in Apple’s Terms of Service and Google Play’s Terms of Service.

Neither Apple or Google are responsible for our App or the content included within it and neither has any obligation whatsoever to furnish any maintenance or support services with respect to the App when downloaded from their respective app store.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple or Google, depending on your mobile device, and they will refund the purchase price for the App, if any, to you. To the maximum extent permitted by applicable law, Apple and Google will have no other warranty obligation whatsoever with respect to the App.

Apple and Google are not responsible for addressing any claims by you or a third party relating to the App or your possession or use of the App, including without limitation (a) product liability claims; (b) any claim that the App fails to conform to any applicable

legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the App or your possession and use of the App infringes such third party's intellectual property rights, neither Apple or Google are responsible for the investigation, defense, settlement or discharge of such intellectual property infringement claim.

Apple and Google and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof, depending on which app store you have downloaded the App from.

Accessing The Site and App

In order to access the Site and App, you are required to declare whether or not you are a healthcare professional. If you access the Site or App without the requisite status, we will not be responsible or liable for any information that you access and receive from the Site or App. You are requested to leave immediately and not refer, rely on or copy any of the contents herein. We reserve the right to withdraw or amend our Site and App in our sole discretion without notice. We will not be liable if for any reason all or part of the Site or App are unavailable any time or for any period. From time to time we may restrict access to some or all parts of the Site and App we offer. You are responsible for making all arrangements necessary for you to have access to the Site and App, and for ensuring that all persons who access the Site and App through your internet connection are aware of these Terms and comply with them.

You acknowledge that all information that you provide to register on our Site and App or otherwise, including, but not limited to, through the use of any interactive features on either the Site or App is governed by our Privacy Notice, and you acknowledge all actions we take with respect to your personal information consistent with your Privacy Notice.

Medical Information/Conditions

Any product information provided by us is intended for general information purposes only. Products listed are available upon prescription from a medical doctor or qualified medical professional only, and not all such products may be available in all countries. The product information is not intended to provide complete medical information.

You may obtain complete medical information from the product's information leaflet. Information on these products may vary by country. Healthcare professionals should check with local medical resources and regulatory authorities for information appropriate to their country. We may or may not respond to inquiries from you at our sole and unqualified discretion.

Product Availability

The Site and App may contain information on worldwide products and services, not all of which are available in every location. A reference to a product or service on the Site or App does not imply that such product or service is or will be available in your location. The products referred to on this website may be subject to different regulatory requirements depending on the country of use. Consequently, all information provided herein are for reference only and must not be used for making any clinical decisions or any other decisions. If you require specific information or data, you may contact us directly and we may or may not respond to your inquiry at our sole discretion. You should not construe anything on our Site or App as a promotion or advertisement for any product or for the use of any product that is not authorized by the laws and regulations of your country of residence.

Prohibited Use

You may use the Site and App only for lawful purposes and in accordance with these Terms. You agree not to use the Site and App:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Luye, a Luye employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm Luye or users of the Site and App, or expose them to liability.

Additionally, you agree not to:

- Use the Site and App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site and App.
- Use any robot, spider, or other automatic device, process, or means to access the Site and App for any purpose, including monitoring or copying any of the material on the Site and App.
- Use any manual process to monitor or copy any of the material on the Site and App or for any other purpose not expressly authorized in these Terms, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Site and App.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site and App, the server on which the Site and App are stored, or any server, computer, or database connected to the Site and App.
- Attack the Site and App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site and App.

Suspension and Termination

We have sole discretion in determining whether there has been a breach of these Terms. In the event Luye determines that a breach of these Terms has occurred, we may take any action as we may deem appropriate including:

- immediate, temporary or permanent withdrawal of your right to use our Site and App;
- issue of a warning to you;
- begin legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- take further legal action against you; and
- disclosure information to law enforcement authorities as necessary.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site, App, or Services or items obtained through the Site, App or Services or to your downloading of any material posted on it, or on any site linked to them.

You use the Site and App at your own risk. Any services or items obtained through the Site and App are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither Luye nor any person associated with Luye makes any warranty or representation with respect to the completeness, security,

reliability, quality, accuracy, or availability of the Site and App. Without limiting the foregoing, neither Luye nor anyone associated with Luye represents or warrants that the Site and App or items obtained through each of those will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our Site and App or the server that makes them available are free of viruses or other harmful components, or that the Site and App will otherwise meet your needs or expectations.

To the fullest extent provided by law, Luye hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Limitation on Liability

To the fullest extent provided by law, in no event will Luye, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Site or App, or any websites linked to either the Site or App, any content on the Site or App, or such other websites or applications, including any direct, indirect, special, incidental, consequential, or punitive damages, including those arising from the loss of data or a data breach, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the Site.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Luye, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site and App, other than as expressly authorized in these Terms, or your use of any information obtained from Site or App.

Disclaimer

Any medical information on this website is not intended as a substitute for informed medical advice and we cannot and will not answer any unsolicited emails relating to personal healthcare issues. Information on the products mentioned on the Site and App may vary by country. Healthcare professionals should check with local medical

resources and regulatory authorities for information appropriate to their country. If you are not a healthcare professional, you must immediately cease and desist accessing the Site and App, and consult a suitably qualified healthcare professional about your condition.

Nothing on this website constitutes an invitation to treat or offer to sell, market or promote any product listed on the website. Nothing in the website constitutes an invitation to treat, offer to sell, form of advertisement or enticement to enter into any form of business or commercial transaction with us.

Intellectual Property Rights

The Site and App, and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) and our Site and App are owned by Luye, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use our Site and App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site and App. You must not access or use for any commercial purposes any part of the Site and App we provide.

If you copy, modify, download, or otherwise use or provide any other person with access to any part of the Site and App in breach of the Terms, your right to use the Site and App will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site and App or any content on the Site and App is transferred to you, and all rights not expressly granted are reserved by Luye. Any use of the Site and App not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Trademarks

The Luye name, and all related names, logos, product and service names, designs, and slogans are trademarks of Luye or its affiliates or licensors. You must not use such marks without the prior written permission of Luye. All other names, logos, product and service names, designs, and slogans on the Site and App are the trademarks of their respective owners.

Right to Use Information Supplied by User

We welcome suggestions, comments, and other feedback on the Site and App (“**Feedback**”) from all of its customers. If you provide us with Feedback, you agree that: (i) we are not subject to any confidentiality obligations with respect to the Feedback; (ii) the Feedback is not confidential or proprietary information belonging to you or any third party and you have all of the necessary rights to disclose the Feedback to us; (c) we may freely use Feedback without any restrictions; and (d) you are not entitled to receive any compensation or reimbursement of any kind for Feedback.

Linking to our Site

You may not link to our Site or App without first obtaining our prior written consent. Following such consent any such link must be presented in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

Third Party Websites and Content

The Site and App may contain third party owned content (e.g. articles, image libraries, data feeds or abstracts) and may also include hypertext links to third party owned websites. We provide such third party content and links as a courtesy to our users. Links are provided for your information only. We have no control over any third party owned websites or content referred to, accessed by or available on the Site and App and, therefore, we do not endorse, sponsor, recommend or otherwise accept any responsibility for such third party websites or content or for the availability of such websites. In particular, we do not accept any liability arising out of any allegation that any third party owned content (whether published on the Site or App, or any other, website) infringes the intellectual property rights of any person or any liability arising out of any information or opinion contained on such third party website or content.

Waiver and Severability

No waiver by Luye of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Luye to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

Jurisdiction and Applicable Law

The courts of New York State will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these Terms in your state or country of residence or any other relevant country. These Terms are governed by New York State law.

How to Contact Us

You can contact us by sending an email to contactluyeusa@luye.com at Luye Pharma Group Ltd.