# Terms of use for eRebate Portal

These Terms of Use apply to the use of the eRebate portal provided by Tillotts Pharma UK Ltd. in connection with Marketing Masters Ltd, including the use of the information and services offered on this Portal. In using the Portal, you agree to be bound by these Terms of Use.

If you do not accept these Terms of Use, you must refrain from using the Portal. If you continue to use the Portal, you will be deemed to have accepted these Terms of Use. These Terms of Use must be read in conjunction with any other applicable terms, policies and warnings governing the use of this Portal.

We may modify this agreement at any time, and such modifications will become effective immediately upon posting the modified Terms of Use on the Portal. Any use of the Portal by you after any such modified Terms of Use have been posted will be deemed acceptance by you of those modified Terms of Use.

## Terminology

In these Terms of Use, the expressions we, us and our are a reference to Tillotts. Tillotts means: (a) Tillotts Pharma UK Ltd, and its successors and assignees; and (b) any entity (including a trust) owned or controlled by or affiliated with Tillotts Pharma UK Ltd.

## Accessing and using information and services on this Portal

In order to be able to access the information offered on this Portal, you may need to use a specific user ID, email address or other login information, such as a password (the **Login Information**). You must not disclose your Login Information to any person or otherwise allow any person to access the Portal using your Login Information.

You must not access or use this Portal for any purpose that is unlawful or prohibited by these Terms of Use.

You must take your own precautions to ensure that the process which you employ for accessing this Portal does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Portal or any Linked Site.

We reserve the right to terminate your ability to access this Portal if you breach these Terms of Use.

## Warnings regarding information and services provided on the Portal

The information contained on this Portal and services accessible through this Portal are provided by us in good faith on an "as is" basis and all users must verify the information before using the information and the services. We do not make any representation or warranty that the information contained on the Portal and the services provided through this Portal are reliable, accurate or complete or that your access to that information and/or the services will be uninterrupted, timely or secure. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Portal or any services provided through this Portal.

## Disclaimer

This disclaimer set out in these Terms of Use does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. In particular, nothing in these Terms of Use purports to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by a person's negligence.

Neither we nor any of our affiliates accept responsibility for any loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from your use of this Portal or any Linked Site or your use of or reliance on information contained on or services accessed through this Portal. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms of Use is hereby excluded. You acknowledge that the Portal is hosted by a third party and, without limiting the terms of this disclaimer, that neither we nor our affiliates are responsible for the act or omission of any third party.

You agree that the limitations and exclusions set out in these Terms of Use are reasonable having regard to the relevant circumstances and the use you are permitted to make of the Portal.

## Indemnity

You indemnify us and our affiliates, partners, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your Login Information (whether or not you have authorized that person to use your Login Information) to comply with these Terms of Use.

## Copyright and Trademarks

The copyrights and trademarks contained or referenced on the Portal (collectively the “Rights”) may be owned or licensed by us. No license to or right in any of the Rights is granted to or conferred upon you.

## Privacy Policy

We undertake to comply with the terms of our privacy policy, which is accessible at [LINK].

## Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

## Termination of Access

Access to this Portal may be terminated at any time by us without notice. These Terms of Use will nevertheless survive any such termination.

## Governing Law

These Terms of Use are governed by the laws in force in England and Wales. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

## General

We accept no liability for any failure to comply with these Terms of Use where such failure is due to circumstance beyond our reasonable control. If we waive any rights available to us under these Terms of Use on one occasion, this does not means that those rights will automatically be waived on any other occasion. If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use shall nevertheless continue in full force.