

## Terms & Conditions of Use

Please read and review these Terms of Use (“**Terms of Use**”) before accessing or using this website (<https://www.crysvita.asia/malaysia/home/>) (“**Website**”). By accessing or using this Website, you acknowledge and agree that you have read, understood and agreed to these Terms of Use. If you do not agree to any of these Terms of Use, you may not access or use this Website.

Kyowa Kirin Malaysia Sdn. Bhd. (defined below) reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Kyowa Kirin Malaysia Sdn. Bhd. grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

### 1. Use of this Website. You understand, acknowledge and agree that:

- a) The information provided on this Website, including but not limited to any information from Kyowa Kirin Malaysia Sdn. Bhd., its affiliates and/or any other related companies (collectively, “**Kyowa Kirin Malaysia Sdn. Bhd.**”) is intended for general educational and informational purposes only, and is not intended to be a substitute for medical diagnosis or treatment, or medical or healthcare advice by physicians or other healthcare professionals.
- b) You shall use this Website for lawful purposes only and in accordance with these Terms of Use and our Privacy Policy. You further agree that you shall not use or cause to be used this Website in any manner that causes, or may cause, this Website or access to it to be interrupted, damaged or impaired;
- c) You agree to indemnify and hold Kyowa Kirin Malaysia Sdn. Bhd., its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any and all demands, loss, liability, damages, claims and expenses (including attorneys’ fees), made against Kyowa Kirin Malaysia Sdn. Bhd. by any third party due to or arising out of or in connection with your use of the Website and the Content (defined below); and
- d) Kyowa Kirin Malaysia Sdn. Bhd. may, in its sole discretion, terminate your right to use the Website at any time, and may take all available legal recourse for actual or suspected violation of these Terms of Use. Any delay by Kyowa Kirin Malaysia Sdn. Bhd. in taking such actions does not constitute a waiver of Kyowa Kirin Malaysia Sdn. Bhd.’s rights to enforce these Terms.

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For the purposes of this clause, “**Trademarks**” means any registered or unregistered trademarks, service marks, trade names and trade dress and any applications thereof contained in this Website.

- 3. Content.** Kyowa Kirin Malaysia Sdn. Bhd. makes no representations, warranties or assurances as to the completeness or accuracy of the Content. Kyowa Kirin Malaysia Sdn. Bhd. shall not be liable for any loss, damages or injury resulting from your access to, or inability to access this Website, or from your reliance on any Content. You agree that access to and use of this Website and the Content is at your own risk.
- 4. Third Party Websites.** This Website may contain links or references to other websites which are maintained by third parties over whom Kyowa Kirin Malaysia Sdn. Bhd. has no control. Kyowa Kirin Malaysia Sdn. Bhd. makes no warranties or representations of any kind as to the accuracy or completeness of any information provided such third party websites, has no responsibility or liability for such information and shall not be liable for any loss, damages or injury arising from such information. Any links to third party websites on this Website are provided as merely a convenience to the users of this Website. Such third party websites may have their own terms and conditions (including but not limited to privacy policies), over which Kyowa Kirin Malaysia Sdn. Bhd. have no control and which shall govern your rights and obligations with respect to your use of those websites. Your access to and/or use of such third party websites is at your own risk.
- 5. Privacy.** All users’ rights and responsibilities with respect to information (including any personal data as defined under applicable laws) disclosed on this Website shall be governed by our Privacy Policy (available here: <https://crysvida.asia/malaysia/privacy-notice/>) (“**Privacy Policy**”). By accessing and using this Website, you agree to be bound by our Privacy Policy.
- 6. Governing Law.** These Terms of Use, our Privacy Policy and your use of this Website shall be governed by and construed in accordance with the laws of Malaysia without giving effect to any conflict of law provisions thereof. Any dispute, legal action or proceeding in relation to these Terms of Use, our Privacy Policy and your use of this Website shall be subject to the exclusive jurisdiction of the courts of Malaysia.