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- b) This Website may allow users to post, publish, send, upload and/or otherwise communicate information and other data (collectively, “**User Content**”). The party who posts User Content, and not Kyowa Kirin Australia, is solely responsible for such User Content and solely liable for any and all loss or damage caused by such User Content. Kyowa Kirin Australia does not control User Content and takes no responsibility for the completeness, accuracy, integrity or quality of any User Content. Kyowa Kirin Australia shall not be liable for any User Content, including but not limited to any errors, omissions or misrepresentations contained in any User Content, or for any loss or damage arising from any User Content and/or any use thereof;
- c) If you post, publish, send, upload and/or otherwise communicate User Content on this Website, such User Content shall be deemed as non-confidential information and will be available publicly. You further represent and warrant that:
 - i. the User Content is complete, true and accurate;
 - ii. you own or otherwise control all of the rights to such User Content; and
 - iii. you are solely responsible for your User Content and shall ensure that such User Content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, mass mailings, chain letters or any form of ‘spam’;
- d) By posting, publishing, sending, uploading and/or otherwise communicating any User Content on this Website, you agree to grant Kyowa Kirin Australia a non-exclusive, irrevocable, royalty- free, worldwide, transferable and sub-licensable licence to use such User Content in any manner and for any purpose (including but not limited to copying, displaying or publishing it in any format, modifying it, incorporating it into other material or making a derivative work based on it), without any obligation of any kind to you with respect to such User Content, subject to these Terms of Use and our Privacy Policy (defined below). To the maximum extent allowed by applicable laws, you hereby waive any moral rights you may have to all User Content you post, publish, send, upload and/or otherwise communicate on this Website;

- e) 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; and
- f) You agree to indemnify and hold Kyowa Kirin Australia, 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 Australia by any third party due to or arising out of or in connection with your use of the Website and the Content (defined below).
- g) Kyowa Kirin Australia 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 Australia in taking such actions does not constitute a waiver of Kyowa Kirin Australia's rights to enforce these Terms.

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- 4. Modifications and Interruptions.** Kyowa Kirin Australia reserves the right to change, modify or remove content from the Website from time to time.
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- 6. 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://www.kyowakirin.com/australia/privacy_policy/) ("**Privacy Policy**"). By accessing and using this Website, you agree to be bound by our Privacy Policy.

- 7. 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 Australia, 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 Australia.