

TERMS OF USE

Welcome to Gilead Momentum® for HBV Support Program

Last Revised: **May 2017**

WHAT FOLLOWS IS AN AGREEMENT RELATING TO THE USE OF THE GILEAD MOMENTUM® FOR HBV SUPPORT PROGRAM. PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

These terms of use (the “**Terms of Use**”) are a binding agreement between Gilead Sciences Canada, Inc. (“**Gilead**”) and You (“**You**”), the user of the Gilead Momentum® for HBV Support Program on-line patient enrolment website, tool and associated services (collectively, the “**Service**”). These Terms of Use govern Your use of the Service, including: the on-line patient enrolment; content, such as documents, text and other information provided to users through the Service; financial assistance; and all information stored on and made available through the Service (collectively, the “**Content**”).

The Service is offered by Gilead and administered by an independent third party service provider selected by Gilead (the “**Service Provider**”). The Service Provider may be changed from time to time by Gilead. The Service and Content are designed to comply with Canadian laws and regulations. By clicking the **Accept** button on the registration page, You signify that You have read, understood, and agree to be bound by these Terms of Use. Gilead reserves the right, at Gilead’s sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time by posting the changes to these Terms of Use on this webpage and will indicate at the top of these Terms of Use the date these Terms of Use were last revised. Your continued use of the Service or Content after any such changes constitutes Your acceptance of the new Terms of Use; if You do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service. It is Your responsibility to regularly check the Service and this webpage to determine if there have been changes to these Terms of Use and to review such changes.

1. REGISTRATION

You hereby acknowledge that in order to enrol in the program and receive the Service(s), certain personal and medical information about You will be collected. Accordingly, in consideration of using the Service, You agree to: (a) provide accurate, current and complete personal and medical information as may be prompted by any forms or surveys on or through the Service (“**Registration Data**”); (b) maintain the security of any identification, for example card numbers, provided by You or made available to You through Your registration for the Service; (c) maintain the accuracy and completeness of the Registration Data, and any other information, You provide to the Service or the Service Provider, and keep it accurate, current

and complete; and (d) be fully responsible for all use of Your registration (as described below) and for any actions that take place using Your registration whether by You or a third party.

To use the Service or any Content, You must have been prescribed an eligible Gilead product by a physician, and be provided with a Gilead Momentum® for HBV Support Program Client ID.

To receive the Service, You must agree to the Gilead Momentum® for HBV Support Program [Patient Authorization and Consent](#) .

You also acknowledge and understand that your Registration Data and GO PSP Client ID may be used by You or Your registered healthcare provider in Canada licensed to practice medicine, nurses, pharmacists, or medical support or administrative staff as the case may be (an “HCP”) to register You for the Service. If Your HCP registers You, You understand that you will have to provide your Registration Data and additional information to the HCP to enable them to Register You.

The Service Provider will use commercially reasonable efforts to maintain Registration Data, your personal information and any data derived therefrom or associated with You in a secure and encrypted environment. In no event will the Service Provider copy, disclose, sell, distribute, perform, incorporate or otherwise use the Your information except to provide the Service, to facilitate the security of the Service and protect the security of Your information, or in connection with other services provided by the Service Provider, should you consent to such services, during the term of these Terms of Use.

2. OWNERSHIP OF THE SERVICE AND TRADEMARKS, AND OWNERSHIP AND USE OF USER CONTENT

All intellectual property rights in and to the Service and the Content (including but not limited to copyrights, trademarks, trade secrets, trade dress and patents) are the property of Gilead or its respective affiliates or licensors, or the Service Provider and its respective licensors. Subject to the terms hereof, Gilead and the Service Provider, and their respective licensors, retain all copyrights in and to all Content and the individual pages, and their components, and collective works available on the Service. The **GILEAD**®, **VEMLIDY**™ and **VIREAD**® logos, marks and trademarks, are the property of Gilead Sciences Canada Inc. and/or its affiliates or licensors. All other names, marks, and trademarks on the Service are the property of their respective holders. The display of any such marks or names does not imply that a license has been granted to You to use or display such marks or names.

3. USE LICENSE

When You register to use the Service, Gilead grants to You a limited, revocable, personal license to access and use the Service and the Content solely in connection with Your use of the Services, subject to Your compliance with these Terms of Use and the following restrictions: You may not: (a) modify the Content or any part of the Service or use any of them for any commercial purpose, or any public display, performance, sale or rental; (b) decompile, reverse engineer, disassemble or make derivative works of the Content or any part of the Service; (c)

remove any confidentiality, privacy, patent, copyright, trademark or other proprietary notices from the Content; (d) transfer, sublicense, or grant access to the Service to another person or entity in any manner inconsistent with these Terms of Use and Gilead and the Service Provider's current policies; (e) permit or allow any unauthorized copying of the Content or other information on the Service and/or (f) provide Your registration information to another person, corporation or entity.

4. TERMINATION OF THIS USE LICENSE

Gilead may at any time, for any reason or for no reason, without notice to You, and subject to applicable law, instruct the Service Provider to remove, delete or destroy all data related to Your enrollment with the Services, or suspend or terminate Your right to access or use the Service or any part thereof.

5. USER CONDUCT

You understand that the Service and the Content are available for Your use in connection with Your use of the Services. You represent, warrant and covenant to Gilead that no materials of any kind submitted through Your registration or otherwise posted, transmitted, or shared by You on or through the Service, if applicable: violates, will violate, infringes, or will infringe upon the rights of any third party, including copyright, trademarks, privacy rights, publicity rights or other personal or proprietary rights and/or or contains libelous, defamatory or otherwise unlawful material.

You agree not to: (a) use the Service in any manner that could damage, disable, overburden or impair the Service; (b) use automated scripts of any kind to collect information or any other purpose, from or otherwise interact with the Service except as described in these Terms of Use; (c) post, store or otherwise make available through the Service any content other than that which You have the right to post; (d) enroll for more than one (1) registration, enroll for a registration on behalf of an individual other than Yourself, or register on behalf of any organization, group or non-individual; (e) impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, Your age, Your medical history, Your affiliation with any person or entity, or Your income; (f) Post, share, store or otherwise make available on the Service any personal or private information of any other person or third party without consent, including any: name, address, phone number, email address, Social Insurance Number or provincial health insurance card number; (g) Post or otherwise make available through the Service any material that contains software viruses or any other computer code, scripts, files or programs or files designed to interrupt, disable, destroy or limit the functionality of the Service or any computer software or hardware or telecommunications equipment; (h) Post, store or otherwise make available through the Service content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, federal or international law ("**Applicable Laws**"); (i) use or attempt to use another's registration or create a false identity on, or to register for, the Service and/or (j) Post, store or otherwise make available content

that, in the sole judgment of the Service Provider, is objectionable or which may expose the Service Provider or Service users to any harm or liability of any type.

6. SERVICE SECURITY

You require the information comprising Your Registration Data and a valid Gilead Momentum® for HBV Support Program Client ID in order to access and use the Service. You are solely responsible for (a) maintaining the strict confidentiality of your Registration Data and Gilead Momentum® for HBV Support Program Client ID (collectively, “IDs”) assigned to You in connection with the Service, (b) not allowing another person to use Your registration or IDs to access the Service, (c) any damages or losses that may be incurred or suffered by the Service Provider or any third party as a result of Your failure to maintain the strict confidentiality of Your IDs, and (d) promptly informing the Service Provider in writing of any potential or actual security concerns regarding Your IDs. Gilead or the Service Provider are not liable for any harm related to the theft of Your IDs, Your disclosure of Your registration or ID, or Your authorization to allow another person or entity to access and use the Service using Your ID. You agree to immediately notify the Service Provider in writing of any unauthorized use of Your ID or Your registration.

7. MEDICAL DISCLAIMERS

The Content made available through the Service is for organizational and informational purposes only. You assume full responsibility for the use of any Content and agree that the Service Provider or Gilead is not responsible or liable for any claim, loss, or damage arising from Your use of such Content. Gilead does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions or other information that may be mentioned or referred to on the Service. Your reliance upon the Content or the Service obtained or used by You, at or through this Service, is solely AT YOUR OWN RISK.

8. PERSONAL INFORMATION AND PRIVACY

You understand and acknowledge that the handling of personal information and communications with You are subject to the [Patient Authorization and Consent](#).

9. GENERAL DISCLAIMERS

THE CONTENT AND THE SERVICE ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED CONDITION OR WARRANTY OF ANY KIND INCLUDING WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, WARRANTIES OR CONDITIONS OF FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES OR CONDITIONS ARISING BY COURSE OF DEALING OR CUSTOM OR TRADE. IN NO EVENT SHALL GILEAD, ITS PARENTS, SUBSIDIARIES, LICENSORS, LICENSEES, AFFILIATES AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, OWNERS AND AGENTS BE LIABLE TO YOU OR ANY OTHER ENTITY FOR ANY AND ALL DAMAGES INCLUDING DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND LOSS OF BUSINESS OPPORTUNITIES) ARISING OUT

OF OR RELATING TO (a) YOUR USE OR INABILITY TO USE THE CONTENT OR THE SERVICE, OR (b) YOUR RELIANCE ON THE CONTENT, OR (c) ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS OR SECURITY BREACHES IN THE CONTENT OR THE SERVICE, OR (d) ANY OTHER FAILURE TO PERFORM OBLIGATIONS UNDER THESE TERMS OF USE BY GILEAD. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER GILEAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GILEAD MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE SERVICE AND THE CONTENT (a) WILL BE UNINTERRUPTED OR ERROR-FREE, OR (b) IS FREE OF VIRUSES, UNAUTHORIZED CODE OR OTHER HARMFUL COMPONENTS, OR (c) IS SECURE, OR (d) WILL MEET YOUR SATISFACTION. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE SERVICE. Gilead does not warrant the accuracy or completeness of the Content or information, text, graphics, links or other items contained in or accessible through the Service. Gilead may make changes to the Service, at any time without notice. Gilead makes no commitment to update the Content. Gilead may, without prior notice to You, at its sole and absolute discretion and at any time, change the Service's eligibility criteria, change the scope of the Services provided, change the Service Provider, terminate your use of the Services, and/or cancel the Service entirely.

10. LIMITATION OF LIABILITY

IF, NOTWITHSTANDING THE OTHER TERMS OF THESE TERMS OF USE, GILEAD SHOULD HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AND GILEAD AGREE THAT SUCH LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE VALUE OF CAD\$200.00. YOU AND GILEAD AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND GILEAD. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, GILEAD WOULD NOT PROVIDE THE SERVICE TO YOU. Because some jurisdictions may not permit each of the foregoing disclaimers and limitations, the above limitations and disclaimer of warranties and conditions may not apply to You.

11. INDEMNITY

You agree to defend, indemnify and hold Gilead, its parents, subsidiaries, licensors, licencees, affiliates and their respective members, directors, officers, employees, owners and agents harmless against any losses, expenses, costs or damages (including reasonable legal fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (a) Your breach of these Terms of Use, (b) Your unauthorized or unlawful use of the Service or the Content, (c) the unauthorized or unlawful use of the Service or the Content by any other person using Your ID or registration, and (d) any and all liability, including third party claims, actions or suits, actual or threatened, that might arise from Your use of the Service or the Content and the resulting opinions, statements, perspective and medical and non-medical advice.

12. COOPERATION WITH GOVERNMENT AUTHORITIES

If necessary under, and in accordance with, Applicable Law, You shall at the request of Gilead or the Service Provider cooperate with local, provincial, state, federal, international and/or worldwide government authorities to protect the Service, and Gilead, the Service Provider and their respective parents, subsidiaries, affiliates and their respective members, directors, officers, employees, stockholders and agents and operational providers, and to prevent unauthorized access to and use of this Service.

Any financial assistance provided to You in connection with the Service may be reportable to public and/or private agencies, and You are solely responsible for doing so.

13. LINKS TO OTHER MATERIALS

Links to third party websites provided on the Service are not necessarily under the control of Gilead and Gilead is not responsible for, nor does it monitor, the content of any linked site or any link contained in a linked site. Your access of any third party website is not governed by these Terms of Use, and may be governed by such third party's terms of use for such website. Gilead and the Service Provider reserve the right to terminate any link or linking program at any time. The selection or omission of links is not intended to endorse any particular companies or products. If You decide to access any of the third party websites linked to this Service, You do this entirely AT YOUR OWN RISK.

14. APPLICABLE LAWS

Gilead makes no representation that the Content or the Service are appropriate or available for use in other locations, and access to them from jurisdictions where their content is illegal is prohibited. Those who choose to attempt to access the Service from other locations do so on their own initiative and are responsible for compliance with applicable local laws. The laws of the Province of Ontario, Canada and the federal laws applicable therein shall govern any claim relating to these Terms of Use.

15. DISPUTE RESOLUTION

Any dispute between Gilead and You arising out of these Terms of Use shall be resolved first by direct communication between You and one (1) or more of Gilead's management team members. Should Gilead and You be unable to resolve the dispute by such communication and both You and Gilead jointly agree to do so, Gilead or You may submit any dispute arising out of or relating to these Terms of Use, or the breach thereof, firstly to mediation, and if that does not resolve the dispute then to final and binding arbitration, administered by a single member of the Arbitration and Mediation Institute of Ontario in accordance with the rules thereof, such mediation and arbitration to be conducted in Toronto, Ontario in the English language. The arbitrator shall fully implement the intent and purposes of these Terms of Use and may award damages, costs and expenses against any of the parties hereto which awards may be entered and enforced by any court having complete jurisdiction (including costs of arbitration and reasonable legal fees).

16. ENTIRE AGREEMENT

The Terms of Use and **the** Patient Authorization and Consent, and any other policy which is incorporated herein by this reference, contains the entire agreement between You and Gilead relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. These Terms of Use may not be amended or supplemented by (a) any purchase order or similar form originated by You relating to the subject matter hereof, or (b) statements of any of the Service Provider's or Gilead's employees.

17. TERMINATION

Your right to enroll in the Service, access and use the Service or the Content immediately terminate without further notice upon Your breach of these Terms of Use. Gilead may terminate these Terms of Use and/or Your right to enroll in the Service or use the Service at any time, with or without cause without notice to You. These Terms of Use survive the expiration or termination of Your right to access the Service. Gilead reserves the right to discontinue or make changes to the Service, and/or the Content at any time.

18. ASSIGNMENT

Gilead may assign these Terms of Use, in whole or in part, in its sole discretion. You may not assign Your rights under these Terms of Use without Gilead's prior written permission. Any attempt by You to assign Your rights under these Terms of Use without Gilead's permission shall be void.

19. WAIVER OF BREACH

Any failure to enforce any term or provision of these Terms of Use shall not be deemed a waiver of that or any other breach of that or any other term or provision of these Terms of Use. In addition, any failure to enforce any term or provision of these Terms of Use shall not constitute a waiver of a future breach of that or any other term or provision of these Terms of Use.

20. FORCE MAJEURE

Gilead shall not be liable for any failure or unavailability of the the Service, and/or the Content or failure by Gilead to perform any of its obligations hereunder as a result of strikes, lockouts, calamities, acts of God, unavailability of suppliers, telecommunications and Internet outages, the loss or destruction of data, the deletion or corruption of storage media, power failures, natural phenomena, riots, acts of vandalism, acts or omissions of civil or military authority, war, terrorism or any other event beyond Gilead's control.

21. NOTICE

Gilead may deliver, or have delivered by the Service Provider, notice to You under these Terms of Use by means of electronic mail, a general notice on www.gileadmomentumHBV.ca or by

written communication delivered by Canada Post to Your address on record in the Registration Data provided by You. You may give notice to the Service Provider by phone at **1-888-GLD-8885 (453-8885)**. If You object to any material found on the Service, for any reason whatsoever, including because such material allegedly infringes Your copyright, please bring Your concerns to the attention of the Service Provider by notice in accordance with this Section 21.

22. HEADINGS AND INTERPRETATIONS

The headings of articles and sections contained in these Terms of Use are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. All use of the words “**including**” or “**include**” in these Terms of Use shall mean “including, without limitation”.

23. INVALIDITY

If any provision of these Terms of Use shall be held, deemed or shall in fact be, invalid, inoperative or unenforceable as applied to any particular case or circumstance because of the conflicts of any provision with any Applicable Law, or for any other reason, the provision or provisions in question shall not be invalid, inoperative or unenforceable in any other case or circumstance, nor shall any other provision or provisions herein contained thereby be or become invalid, inoperative or unenforceable and such provision shall be reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such circumstances.

24. LANGUAGE

It is the express wish of the parties to these Terms of Use that these Terms of Use and all related documents be drawn up in English. *C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.*

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