Jazz.EnvisionPharma.com Terms of Use

The following Terms of Use govern and apply to your access to and use of the website at https://jazz.envisionpharma.com/vt_jazz/ (this “Website”).

THESE TERMS OF USE SHOULD BE READ IN CONJUNCTION WITH OUR PRIVACY STATEMENT ON THIS WEBSITE. PLEASE READ AND REVIEW THESE TERMS OF USE AND PRIVACY STATEMENT CAREFULLY EVERY TIME YOU ACCESS OR USE THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THESE TERMS OF USE.

Access to and Use of this Website. This website is provided to, and operated for, Jazz Pharmaceuticals, Inc. (“Jazz Pharmaceuticals”) by Envision Pharma Inc. (“Envision”). The information provided on this website is for general information purposes only and is subject to these Terms of Use. These Terms of Use may be revised from time to time.

Intellectual Property. The copyright in this Website belongs to Jazz Pharmaceuticals or Envision. The contents of this Website may not be copied other than for non-commercial purposes with all copyright or other proprietary notices retained. Any other use of the contents of this Website is strictly prohibited. You may not republish or distribute any content available on this Website or create a link to any part of this Website for any commercial purpose without our prior written consent. Nothing in this website shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, copyright, trademark or other intellectual property right of Jazz Pharmaceuticals or its licensors, or any third party.

User Submissions. Certain areas of this Website enable you to submit to Jazz Pharmaceuticals emails, requests, proposals, questions, information or materials, which is referred to in these Terms of Use as “Content.” Except for the submission of resumes in the “Careers” section of this website or as otherwise provided in the Privacy Policy, any Content will be treated as non-confidential and non-proprietary and becomes the property of Jazz Pharmaceuticals. You agree that by submitting Content:

• (a) if you are a health care professional, you will not submit any Content that would directly identify a patient or any Content for which you do not have all necessary consents or authorizations to disclose;
• (b) you will only submit Content that complies with applicable law and will not submit Content that is abusive, defamatory, obscene, infringing, threatening, repetitive or otherwise inappropriate, or that contains any viruses or other software that may adversely affect the operation of another’s computer; and
• (c) except for information covered by our Privacy Statement, you grant to Jazz Pharmaceuticals the irrevocable right to use, copy, modify, publish, perform, transmit and display such Content via any media and waive any moral rights you may have in such Content.

Disclaimer of Warranties. By using this website, you accept the information provided herein “AS IS.” JAZZ PHARMACEUTICALS MAKES NO EXPRESS OR
IMPLIED WARRANTY OR CONDITION REGARDING THE ACCURACY, CONTENT, COMPLETENESS, RELIABILITY, OPERABILITY OR LEGALITY OF INFORMATION CONTAINED WITHIN THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**Limitation of Liability.** IN NO EVENT SHALL JAZZ PHARMACEUTICALS OR ITS AGENTS, AFFILIATES OR LICENSORS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, ARISING FROM OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE, OR IN CONNECTION WITH THE USE OF INFORMATION OR MATERIALS CONTAINED ON THE WEBSITE, WHETHER IN AN ACTION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION. THIS LIMITATION ALSO INCLUDES DAMAGES TO YOUR COMPUTER EQUIPMENT OR DUE TO ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR HARDWARE, SOFTWARE OR DATA.

**Controlling Law.** These Terms of Use, your access to and use of this website and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any principles that provide for the application of the law of another jurisdiction.