

## Allergan Clinic Locator - Terms & Conditions of Use

### 1. GENERAL

Please read and review these Terms of Use carefully before accessing or using the Locator. By accessing or using the Website, you acknowledge that you have read, understood and agreed to these Terms and Condition of Use.

The Locator is a web-based service owned and managed by Allergan (including its Affiliates) that enables You to search and contact the nearest medical aesthetic practice (the "Locator").

Allergan provides this service to You for the exclusive purpose of promoting access to appropriate medical standard and practices and therefore to support the need of an accurate, balanced and independent information and consultation on facial treatment options.

You understand that the Locator lists medical practices that are validated by Allergan as Allergan customers. This means that Allergan has verified the individual doctors and/or medical practices licences to operate. All medical practices included in the list are not required to purchase Allergan products. The inclusion in the Locator is entirely free and subject to each individual doctor and/or medical practice consent and agreement to have their information displayed in the Locator.

The Locator is made available to You free of charge. The individual doctors and/or medical practices included in the Locator do not pay Allergan any fees for this service.

The Locator does not constitute any form of partnership, co-marketing or co-promotion between Allergan and the individual doctors and/or medical practices.

The information contained in the Locator is not an offer to sell, or a solicitation of any product or service supplied by Allergan or by Allergan customers or third-party medical practices that use Allergan products.

### 2. USAGE:

You will use the Locator in a manner consistent with any, and all, applicable laws, legislation, rules and regulations. If you violate any restrictions in these terms, you agree to indemnify Allergan for any losses, costs or damages, including reasonable legal fees, incurred by Allergan in relation to, or arising out of, such a breach.

### 3. EXCLUSION OF WARRANTIES:

You accept that the Locator is provided on an 'as is' and 'as available' basis. Allergan excludes all warranties as to the satisfactory quality, fitness, for a purpose, freedom from computer viruses and non-infringement of third-party rights regarding the Locator, to the extent fully permitted by the applicable laws and regulations.

You understand and agree that by listing any individual doctor and/or medical practice (including their staff and personnel) and/or by publishing any of the information that refer to such individual doctors or practices, Allergan does not endorse, certifies, assess, promotes, supports or otherwise recommends You to consult or use the services of any of such doctors and practices in particular, nor

Allergan recognizes and suggest that any of these individual doctors or practices is qualified, capable and skilled to provide you with the medical treatments or outcomes You expected.

Allergan only recommends You discuss your medical aesthetic interest in facial injectable treatments with qualified professionals, and that You ensure You have gathered sufficient and satisfactory information before making a decision on your treatment.

#### **4. RISK:**

The entire risk related to the use of the Locator is with You. Any information and/or other content You have accessed and used while using the Locator is entirely at your risk, and you bear the entire responsibility for any costs, damages, losses, or claims that you may experience because of your use of the Locator.

#### **5. LIABILITY:**

You understand that Allergan relies on the declarations made by third party medical practices and or individual healthcare professionals with regards to the accuracy of the information provided on the Locator. Allergan therefore declines any liability with regards to accuracy and reliability of such information and as such you will be liable for any direct or indirect, special, incidental or consequential loss of profits, revenue, contracts or goodwill resulting from any errors or omissions on any information provided in the Locator.

#### **6. EXCLUSION OF LIABILITY:**

Allergan will not be liable for any direct or indirect, special, incidental or consequential loss of profits, revenue, contracts or goodwill resulting from the availability or interruption of the Website or from work stoppage, computer failure, computer viruses, loss of data or in any other respect whatsoever from the use of this site. Fully permitted by the applicable law, Allergan excludes all liability for any errors in, or omissions from, any information, materials or functions contained on the Locator and all liability for negligence. Nothing in these terms shall exclude our liability for death or personal injury arising from our negligence or for any fraudulent misrepresentation made by Allergan.

#### **7. REMOVING MATERIAL INCLUDED IN THE LOCATOR:**

Although Allergan does not assume responsibility for monitoring or editing material published in the Locator, if any inappropriate content or material is brought to its attention, Allergan, at its discretion, reserves the right to take appropriate action to edit or, if necessary, remove any such content.

#### **8. COPYRIGHT**

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#### **9. TRADEMARKS:**

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#### **10. PRIVACY:**

Allergan complies with the General Data Protection Regulation and any other applicable data protection legislation and all personal data voluntarily provided to Allergan via the Locator shall be processed in accordance with its Privacy Policy. The usage of the Locator does not require You to provide any personal information to Allergan, however we recommend You review the privacy statement relating to the Allergan website in which the locator is included.

#### **11. TERMINATION:**

Your access to and use of the Locator may be changed, restricted or terminated by Allergan by notice with immediate effect at any time and whatsoever reason.

#### **12. SEVERANCE:**

If any part of these terms and conditions of use is declared invalid for any reason by a court of competent jurisdiction, this will not affect the validity of any remaining part of the terms. Any such remaining part will remain in full force and effect as if the invalid part of the terms had been eliminated.

#### **13. MODIFICATIONS:**

Allergan reserves its right to modify the Locator and the terms and conditions governing its use at any time without prior notice. By accessing and using the Locator, You will be automatically bound by any such changes and should, therefore, periodically visit this page to review the current terms and conditions.

#### **14. GOVERNING LAW & JURISDICTION:**

The Locator is operated under the laws and regulations of Ireland. You agree that the Irish courts will have jurisdiction over any dispute or claim relating to your use of this site. The site is intended to be used by residents located in [INCLUDE COUNTRY NAME], although it may be accessed by users outside of this country.