

DESTINY PHARMA PLC

Website Terms of Use

1 ABOUT OUR TERMS

- 1.1 These Terms explain how you may use this website (the “**Site**”) which is provided by us free of charge.
- 1.2 You should read these Terms carefully before using the Site.
- 1.3 By accessing or using the Site or otherwise indicating your agreement to these Terms, you agree to be bound by these Terms and the documents referred to in them.
- 1.4 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.5 If you have any questions about the Site, please contact us by:
 - 1.5.1 e-mail on info@destinypharma.com, or
 - 1.5.2 writing to Destiny Pharma Plc, Unit 36 Sussex Innovation Centre Science Park Square, Falmer, Brighton, BN1 9SB.

1.6 Definitions

“**Content**” means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

“**Site**” has the meaning given to it in clause 1.1;

“**Terms**” means these terms and conditions of use as updated from time to time under clause 10;

“**we**” means Destiny Pharma Plc, company registration number 3167025 and with its registered office at Unit 36 Sussex Innovation Centre Science Park Square, Falmer, Brighton, BN1 9SB (and **us** or **our** shall have the same meaning). References to we, our and us in these Terms also includes our group companies from time to time; and

“**you**” means the person accessing or using the Site or its Content (and **your** shall have the same meaning).

2 USING THE SITE

- 2.1 You agree that you are solely responsible for:
 - 2.1.1 all costs and expenses you may incur in relation to your use of the Site; and
 - 2.1.2 keeping your password and other account details confidential, to the extent relevant.
- 2.2 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.3 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the details at the top of these Terms.

- 2.4 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 YOUR PRIVACY AND PERSONAL INFORMATION

- 3.1 We will process your personal data in accordance with our privacy notice, as updated from time to time. Our privacy notice shall not be deemed incorporated into these Terms.

4 OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 4.3 The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

5 ACCURACY OF INFORMATION AND AVAILABILITY OF THE SITE

- 5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 5.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 5.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

6 HYPERLINKS AND THIRD PARTY SITES

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

7 LIMITATION ON OUR LIABILITY

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information,

we are not legally responsible for any losses you suffer as a result of using this Site, acknowledging that it is provided free of charge.

8 EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

9 RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

10 VARIATION

These Terms are dated 13th March 2019. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 10. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

11 DISPUTES

11.1 If you are unhappy with us please contact us as soon as possible using the details at the top of these Terms.

11.2 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

11.2.1 let you know that we cannot settle the dispute with you; and

11.2.2 where relevant, give you certain information about our alternative dispute resolution provider.

11.3 The courts of England & Wales will have exclusive jurisdiction in relation to these Terms, and these Terms are subject to English law.