

TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. By clicking or tapping “OK” or “Agree” (or a similar term) in connection with this Agreement, or by using the Services (as defined below), you agree to this Agreement. We recommend that you print a copy of this Agreement for future reference. We retain the right to make changes, as outlined below.

This Agreement is between you and NeoStrata Company, Inc. (“Company” or “we” or “us” or “our”) concerning your use of the international.neostrata.com site located at <https://www.international.neostrata.com> (the “Site”) or the mobile software application in connection with which you are accessing this Agreement (the “App”) (collectively, the “Services”). If you are not willing to accept the terms and conditions in the Agreement, we ask that you not access or use the Services or post or submit any materials on it or order any items from it. Please review our Privacy Policy located at <https://www.international.neostrata.com/privacy-policy> for details about what information we collect and how we use it. Please review our Additional Terms of Sale for International Distributors <https://www.international.neostrata.com/terms-of-sale> for information about placing an order, shipping, and pricing errors.

YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

IF YOU ARE USING THE SERVICES ON BEHALF OF, OR FOR THE BENEFIT OF, ANY ORGANIZATION WITH WHICH YOU ARE ASSOCIATED, THEN YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU CONFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “you” and “your” in this Agreement will refer to both you and any such organization.

1. Our Right to Make Changes. We may change this Agreement from time to time (for any reason, such as changes in the functions or services offered by this Site or to reflect a change in the law) by notifying you of such changes by any reasonable means and by making available a revised Agreement through the Services. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes or otherwise notified you of such changes. Your clicking or tapping “OK” or “Agree” (or similar terms in connection with this Agreement) or your use of the Services following any changes will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed.

To the extent permitted by applicable law, we may, at any time and without liability, modify or discontinue all or part of the Services (e.g., to reflect changes in the relevant laws, to protect the security of the Services or to implement reasonable technical adjustments and improvements, to modify the services and functions provided by the Site); charge, modify or waive any fees required to use the Services where reasonably necessary; or offer opportunities to some or all users, at our sole discretion. We will seek to notify you by reasonable means of: (a) any modifications that will have a material adverse effect on your use of the Services, taken as a whole; and (b) any material increase in the fees charged by us to use the Services.

2. Information Disclaimer

THE INFORMATION INCLUDING ANY, ADVICE AND RECOMMENDATIONS PROVIDED AS PART OF THE SERVICES IS INTENDED SOLELY FOR EDUCATIONAL AND INFORMATIONAL PURPOSES. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT. YOUR USE OF THE SERVICES IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE SERVICES.

WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, OR OTHER MATERIAL PROVIDED AS PART OF THE SERVICES. WHILE WE STRIVE TO KEEP THE INFORMATION PROVIDED BY THE SERVICES TO BE ACCURATE, COMPLETE, AND UP-TO-DATE, WE DO NOT GIVE ANY ASSURANCES, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED AS PART OF THE SERVICES.

3. Information Submitted Through the Services. Your submission of information through the Services is governed by our Privacy Policy located at <https://www.international.neostrata.com/privacy-policy>, which includes our Cookie Policy.

4. Jurisdictional Issues. The Services may not be appropriate or available for use in some jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the availability of the Services at any time, in whole or in part, to any person or geographic area that we choose, in our sole discretion, for valid reasons (e.g., to comply with relevant laws and regulatory requirements, to protect the security of the Services or to implement reasonable technical adjustments).

5. Acceptable Use and Rules of Conduct. You must not:

- Post, transmit or otherwise make available through or in connection with the Services any materials that are or may be protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
- Use the Services for any purpose that is fraudulent or otherwise unlawful.
- Collect information about users of the Services in any way, including through reverse engineering.

- Interfere with the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services, or violate any requirement or policy of such servers or networks.
- Restrict or inhibit any other person from using the Services.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized under this Agreement, without our express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Services.
- Incorporate any portion of the Services into any product or service, without our express prior written consent.
- Systematically download and store Services content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services, without our express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the root directory of the Services, we grant to the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. We reserve the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware, telecommunications and other services needed for you to use the Services.

6. Products. The Services may make available listings, descriptions and images of goods or services or related coupons or discounts (collectively, “Products”), as well as references and links to Products. We attempt to describe the items available on the Services as accurately as possible and to depict the most up-to-date product packaging available. We make no warranties or representations as to the completeness, accuracy, reliability, validity or timeliness of such listings, descriptions or images (including any features, specifications and prices contained therein) or that product packaging depicted will match the actual Product that you receive. Such information and the availability of any Product are subject to change at any time without notice. If a Product is not as described when you receive it or the packaging depicted on the Services does not match the Product you receive, your sole remedy is to return the Product to us in unused and undamaged condition in accordance with our Returns Policy.

7. Transactions. You may be able to purchase Products through the Services (a “Transaction”). If you wish to make a Transaction, you must supply certain information, such as your credit card number and address. You confirm that you have the right to use any method of payment that you submit. Verification of information, or additional information, may be required prior to the acknowledgment or completion of

any Transaction. It is your responsibility to comply with all applicable laws regarding the purchase and use of any Product.

Please be aware that prices, availability and other purchase terms are subject to change without prior notice. We make every effort to ensure the accuracy of the information on the Site and when errors are discovered, we will correct them. We reserve the right, including without prior notice, to limit the available quantity of or discontinue the availability of any Product; to impose conditions on the honoring of any coupon, discount or other promotion; to bar any user from making any Transaction; and to refuse to provide any user with any Product. The Services do not accept orders from dealers, wholesalers, or other customers who intend to resell items offered on the Services. Refunds and exchanges are subject to our applicable refund and exchange policies. You agree to pay all charges incurred by you or on your behalf through the Services, at the prices in effect when such charges are incurred, including applicable charges for shipping, handling and taxes. Your placement of an order does not necessarily assure that we will accept your order. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

We reserve the right to revoke any stated offer to correct any errors, inaccuracies, or omissions, including after an order has been submitted, after it has been confirmed, or after your credit card or other method of payment has been charged. If we discover an error after your credit card or other method of payment has been charged and your order is canceled as a result of the error, you will be refunded the full amount of your order. You will be notified via email or other communication method if your order has been canceled.

Once a properly completed order is received and authorization of your form of payment is received, we will promptly locate the item(s) you have ordered to place them in line for shipment. If, for some reason, we determine that we cannot ship your item within thirty (30) days following our receipt of a properly completed order, we will cancel your order and advise you of such action. Returns, refunds and exchanges are subject to our applicable returns, refund and exchange policies.

Products may be shipped to an address designated by you, so long as such address is complete and complies with any shipping restrictions contained on the Services. All Transactions are made pursuant to a shipment contract, and, as a result, risk of loss and title for Products pass to you upon our delivery of the Products to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

8. Order Acceptance and Shipment. Your placement of an order does not necessarily assure that we will accept your order. We may require additional information regarding your order if you have not provided all of the information required by us to complete it. Once a properly completed order is received and authorization of your form of payment is received, we will promptly locate the item(s) you have ordered to place them in line for shipment. If, for some reason, we determine that we cannot ship your item within thirty (30) days following our receipt of a properly completed order, we will cancel your order and advise you of such action.

9. Risk of Loss. All items purchased from the Services are delivered to shipment carriers. The risk of loss and title for such items pass to you upon our delivery to the carrier.

10. Electronic Communications. The information communicated as part of the Services may constitute an electronic communication. When you communicate with us through the Services or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically, subject to local privacy and Anti-Spam laws, and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

11. Registration. You may need to register to use the Services. We may reject, or require that you change, any user name, password or other information that you provide. Your user name and password are for your personal use only. You are solely responsible for maintaining the confidentiality of your credentials and for restricting access to your mobile device, computer, and/or other means of accessing the Services. We are not responsible for any use of your credentials caused by your failure to keep them confidential. You are solely responsible for all activities that occur under your account, either with or without your knowledge. You must promptly notify us of any unauthorized use of your credentials or account of which you become aware. We recommend that, to the extent you access the Services via a mobile device, you password protect said device.

You agree that any information you provide to us will be current, accurate and complete and that you will keep such information up to date by notifying us of any changes.

We reserve the right to terminate any account at any time in our sole discretion, including without limitation for any failure to comply with these Terms of Use, any fraud or abuse, or any misrepresentation that you or anyone using your account may make to us.

12. Monitoring Use of the Service. We may (but have no obligation to) analyze your access to or use of the Services. We may disclose information regarding your access to and use of the Services, the circumstances surrounding the transmission of information, and personal information regarding users who make information available, in each case in accordance with applicable law or a request by a court or law enforcement or other governmental authority, or otherwise in accordance with our Privacy Policy.

13. Your Right to Use the Services. You acknowledge that all intellectual property rights in the Services, including the Site and the App, belong to us or our licensors. You have no right in or to the Services other than the right to access them in accordance with this Agreement. Subject to your compliance with, and solely for the duration of, this Agreement: (a) you may view one copy of the Site on any single device, solely for your personal use of the Services as contemplated by the nature of the Site and App; (b) we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a device that you own or control, solely for your personal use of the Services as contemplated by the nature of the Site and App. The App is licensed (not sold) to you. If you fail to comply with this Agreement, you must immediately cease using the Services, and delete the App from your device. You are responsible for keeping your device secure and protecting it appropriately.

14. Company's Proprietary Rights. We and our suppliers own the Services, which are protected by proprietary rights and laws, including all of our brand names, trademarks and service marks and any associated logos. All trade names, trademarks, service marks and logos (collectively, "Marks") on the Services not owned by us are the property of their respective owners. You may not use our Marks in connection with any product or service that is not ours or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any Marks without the express prior written consent of the owner.

15. Third Party Materials; Links. The Services may allow access to third-party information, products, services and other materials (collectively, “Third Party Materials”), and including any access via links. We do not control or endorse, and are not responsible for, any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials at any time. Your access or use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such materials.

16. Additional Terms. Additional terms may govern certain features or content of the Services. By participating in any activity as part of the Services governed by additional terms, you agree that you will be subject to those additional terms in addition to these Terms of Use.

17. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY.

WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND SUBJECT TO ANY APPLICABLE TERMS AND CONDITIONS OR POLICIES APPLICABLE TO THE USE OF THIRD PARTY MATERIALS AS SET OUT IN SECTION 15, THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THIRD PARTY MATERIALS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE SECURE, THAT ANY USER NAME, PASSWORD OR OTHER SECURITY MEASURE THAT YOU MAY USE OR ALLOW OTHERS TO USE IN CONNECTION WITH THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS TO YOUR SERVICES ACCOUNT OR RELATED INFORMATION, OR THAT YOUR SERVICES ACCOUNT OR RELATED INFORMATION WILL NOT BE ACCESSED OR MISUSED BY ANY THIRD PARTY.

ALL DISCLAIMERS OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “COMPANY PARTIES”).

While we take reasonable steps to try to maintain the timeliness, integrity and security of the Services, we cannot guarantee that they are or will remain updated, complete, correct or secure, or that access to them will be uninterrupted. The Services may include inaccuracies, errors and materials that conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, contact us by sending an email to NeoIntlOrdr@its.jnj.com and provide a description of such alteration and its location on the Services.

18. LIMITATION OF LIABILITY – FOR USERS OUTSIDE GERMANY

NOTHING IN THIS AGREEMENT RESTRICTS, EXCLUDES OR MODIFIES OR PURPORTS TO RESTRICT, EXCLUDE OR MODIFY ANY MANDATORY STATUTORY CONSUMER RIGHTS UNDER APPLICABLE LAW.

WITH RESPECT TO ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER APPLICABLE STATUTES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF THE RELEVANT PORTION OF THE SERVICES.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR LOSSES THAT WERE NOT REASONABLY FORESEEABLE TO YOU OR US AT THE TIME YOU AGREED TO THIS AGREEMENT, IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, AND UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY (COLLECTIVELY, “INDIRECT LOSSES”). LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH YOU AND WE KNEW IT MIGHT HAPPEN.

WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR INDIRECT LOSSES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY PRODUCTS OR THIRD-PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH.

THE COMPANY PARTIES DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS, FOR GROSS NEGLIGENCE OR WILLFUL BEHAVIOR, OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO USE THE SERVICES; AND (B) TEN UNITED STATES DOLLARS (\$10).

ALL LIMITATIONS OF LIABILITY OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE COMPANY PARTIES.

WITH RESPECT TO ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER STATUTE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF RELEVANT SERVICES.

19. LIMITATION OF LIABILITY – FOR USERS LOCATED IN GERMANY

SUBJECT TO THE REMAINDER OF THIS SECTION, COMPANY SHALL BE LIABLE FOR DAMAGES AND FUTILE EXPENSES (JOINTLY THE “DAMAGES”) CAUSED TO YOU PURSUANT TO STATUTORY LAW.

THE LIABILITY OF COMPANY FOR DAMAGES TO YOU (IRRESPECTIVE OF THE LEGAL NATURE OF THE CLAIM, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE),

(i) CAUSED BY A BREACH OF MATERIAL CONTRACTUAL OBLIGATIONS OF COMPANY UNDER THE AGREEMENT WITH NO MORE THAN ORDINARY NEGLIGENCE (EINFACHE FAHRLÄSSIGKEIT) SHALL BE LIMITED TO THOSE DAMAGES FORESEEABLE AT THE TIME OF THE CONCLUSION OF THE AGREEMENT THAT TYPICALLY ARISE IN TRANSACTIONS OF THIS KIND; AND

(ii) CAUSED BY A BREACH OF NON-MATERIAL OBLIGATIONS OF COMPANY UNDER THE AGREEMENT WITH NO MORE THAN ORDINARY NEGLIGENCE (EINFACHE FAHRLÄSSIGKEIT) SHALL BE EXCLUDED.

FOR THE PURPOSES OF THIS AGREEMENT, A MATERIAL CONTRACTUAL OBLIGATION IS AN OBLIGATION, THE FULFILMENT OF WHICH IS A PREREQUISITE FOR ENABLING THE PROPER FULFILMENT OF THE AGREEMENT AND ON THE FULFILMENT OF WHICH THE OTHER PARTY REGULARLY RELIES AND MAY RELY.

NOTWITHSTANDING SECTION THE SECOND PARAGRAPH OF THIS SECTION, NOTHING IN THIS AGREEMENT SHALL LIMIT THE LIABILITY OF COMPANY FOR (A) DAMAGES CAUSED BY GROSS NEGLIGENCE (GROBE FAHRLÄSSIGKEIT) OR WILLFUL MISCONDUCT (VORSATZ) OF COMPANY, ITS LEGAL REPRESENTATIVES, EXECUTIVE OFFICERS, EMPLOYEES OR OTHER VICARIOUS AGENTS, (B) DAMAGES ARISING FROM DEATH OR PERSONAL INJURY, OR FROM BREACH OF A CONTRACTUAL GUARANTEE AS TO THE QUALITY OF GOODS OR SERVICES, OR (C) IN CASE OF ANY OTHER LIABILITY PURSUANT TO APPLICABLE MANDATORY LAW, WHERE SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY AGREEMENT BETWEEN THE PARTIES IN ADVANCE (E.G., UNDER SECTION 1 OF THE GERMAN PRODUCT LIABILITY ACT).

THE ABOVE LIMITATIONS TO LIABILITY APPLY ACCORDINGLY TO THE LIABILITY OF EMPLOYEES, OFFICERS, LEGAL REPRESENTATIVES AND VICARIOUS AGENTS OF COMPANY.

20. Third Party Claims. If we are sued by a third party as a result of your breach of this Agreement or your infringement of any third-party right, then, to the fullest extent permitted by applicable law, you will be responsible for all liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys’ fees) incurred by the Company Parties.

21. Termination. You may stop using the Services, and thereby terminate this Agreement, at any time. We may terminate or suspend your use of the Services if you do not comply with this Agreement, engage in any fraud or abuse, or if you or anyone using your account makes any misrepresentation to us. Where reasonable under the circumstances, we will provide you with at least twenty-four (24) hours’ prior notice of termination or suspension, provided that if we reasonably believe that you have materially breached

this Agreement, we may immediately terminate or suspend you. Upon any termination or suspension, your right to use the Services will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without obligation to provide further access to such materials. Your obligations as set forth in this Agreement shall survive any expiration or termination of this Agreement.

22. Governing Law; Jurisdiction. Unless otherwise prescribed by applicable law, this Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law, and regardless of your location. All disputes between you and us arising out of or related to the Services or this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory and including non-contractual disputes or claims, will be subject to the exclusive jurisdiction of the federal and state courts located in the State of New York, U.S.A., and you waive any jurisdictional, venue or inconvenient forum objections to such courts.

For EU Users: While the Agreement is governed by the laws outlined above, such choice of jurisdiction shall not have the effect of depriving you of any mandatory protections under the laws of the Member State where you are domiciled.

23. Information or Complaints. If you have a question or complaint regarding the Services, please send an email to NeoIntlOrdr@its.jnj.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

24. Copyright Infringement Claims. If you believe in good faith that materials available on the Services infringe your copyright, you may write to us by mail and request that we remove such material or block access to it. Please be precise about the identity and location of the allegedly infringing materials. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, you may send us a written counter-notice. Notices and counter-notices must be sent to NeoIntlOrdr@its.jnj.com. In the United States, in addition to contacting us by sending an email to NeoIntlOrder@its.jnj.com, the Company's Agent for complaints related to the Digital Millennium Copyright Act (DMCA) can be reached in writing at the following address:

Trademark Law Department
Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933

This address may also be used to contact us about copyright infringement claims in jurisdictions outside of the United States, or you may contact us by sending an email to NeoIntlOrdr@its.jnj.com.

25. Export Controls. The Services are subject to U.S. export controls restrictions. We will not knowingly make the Services available to you if you are, and you confirm that you are not, (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or trade sanction (currently Cuba, Iran, Sudan, Syria, and the Crimea region of Ukraine) (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for more information on U.S. sanctions); or (b) on any of the U.S. government lists of restricted end users (for example, including the "Specially Designated Nationals" list available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

26. Forward-Looking Statements. Statements appearing on the Services that concern us, our affiliates or our and their management and that are not historical facts are “Forward-Looking Statements.” Forward-Looking Statements are only predictions, and actual future events may differ materially from those discussed in any Forward-Looking Statement. Various external factors and risks affect our operations, markets, products, services and prices. These factors and risks are described in our current annual report filed with the SEC and in other filings we make with the SEC. You can access our most recent SEC filings via the SEC EDGAR system located at www.sec.gov, or you may obtain these filings directly from us at no charge. We disclaim any obligation or responsibility to update, revise or supplement any Forward-Looking Statement or any other statements appearing on the Services.

27. Other Important Terms. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. This Agreement is between you and us. Except as set forth in Sections 16, 17 and 25 no other person shall have any rights to enforce any of the terms of this Agreement. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter of this Agreement, and, in the absence of fraud, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Neither party will be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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