

## Valeant Canada Web Site Legal Notice

### **Terms of Use**

The terms of use set forth herein govern your use of Valeant Canada's website. By using this website, you agree to be bound by these terms and conditions. If you do not agree to all these terms and conditions, do not use this website. Valeant Canada may modify this website and the terms and conditions of use at any time. These modifications will be posted on this website as they occur. By your continued use after any such change is posted, you accept such modification.

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### *Limitations*

The information contained in this website is made available for informational purposes as a general resource only by Valeant Canada and is not intended as a substitute of any kind for medical or similar professional advice, diagnosis or treatment. The information is not intended to replace advice provided by your healthcare professional. It is important to seek the advice of a qualified healthcare professional about the appropriateness of commencing or changing any course of treatment.

While Valeant Canada has made reasonable efforts to ensure that the information contained on this website is accurate and up to date, Valeant Canada does not guarantee that the information contained in in this website is error free, complete, accurate, reliable or current. All content on this website is provided by Valeant Canada on an as is basis without any representation or warranty of any kind or nature whatsoever either express or implied. In no event shall Valeant Canada or any of its affiliates or their respective officers, directors, employees or agents, be liable for any direct, indirect, consequential, incidental, special, exemplary or punitive damages, harm, injury, cost expense or other losses or any kind or nature whatsoever (whether based on warranty, contract, tort, equity, strict liability, patent or copyright infringement or any other legal theory) resulting from the use of, or the inability to make use of, the site or any site content (including without limitation in any connection with the transmission or downloading of any site content from the site or submissions to the site or any lost files, data or information supplied by you) or the use of, or your reliance on, any site content or other information contained on this website, whether or not Valeant Canada is advised of the possibility of such damages or ought to have reasonably known of the potential for such damages.

### *Trade-marks*

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Nothing contained in these terms and conditions shall be construed as conferring by implication, estoppel or otherwise any license or right to use any such trade-marks, names, marks, or other intellectual property rights of Valeant Canada, its affiliates, related companies, joint venture companies, their licensors or any other third party. Any unauthorized use or display of any such trade-marks or trade names is strictly prohibited.

### *Copyright*

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### *Links*

The Site may include hypertext links to other websites solely for the purpose of helping you identify and locate other sources of information that may be of interest. Any such links do not imply an endorsement of (including that Valeant Canada has reviewed such sites) or association with such third party web sites and Valeant Canada is not responsible for such third party websites or the information contained on such third party websites. Use of third party websites is entirely at your sole discretion and risk. You may not create links from other websites to this website. Any copying, republication or redistribution of any part of this website or its content, including by caching, framing or similar means, is expressly prohibited without the prior written consent of Valeant Canada.

### *Privacy and Collection & Use of Personal Information*

Your privacy and the security of your personal information are very important to Valeant Canada. The Valeant Canada Privacy Policy explains how Valeant Canada collects and uses certain information, including the personal information that you supply to Valeant Canada or otherwise make available through this website.

### *Governing Law*

By accessing this website, you agree that all matters relating to access to, or use of this website and all of the communications, transmissions and transactions associated with this website shall be deemed to have occurred in the Province of Quebec, Canada, and shall, together with these Terms and Conditions, be governed by the laws of the Province of Quebec and the laws of Canada applicable therein, without regard to the conflicts of laws principals thereof. You also

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agree and hereby irrevocably submit and attorn to the exclusive personal jurisdiction and venue of the courts of the Province of Quebec with respect to such matters.

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## **Privacy Policy**

Valeant Canada ("Valeant Canada" or "we" or "us") is committed to protecting the privacy of our customers ("you"). This Privacy Policy ("Policy") describes Valeant Canada's personal information privacy policies and practices with respect to the collection, use and disclosure of your personal information.

### *What is Personal Information?*

Personal information is any information about an identifiable individual, such as your name, email address, mailing addresses, gender, date of birth, any answers and data you elect to provide to questionnaires, information collected electronically through Valeant Canada's web site located at [www.valeantcanada.com](http://www.valeantcanada.com) or other web sites operated by Valeant Canada from time to time (each a "Valeant Canada site"), and any other information that identifies who you are. Personal information about you may be collected by Valeant Canada directly or provided to Valeant Canada by third parties.

### *What Personal Information Does Valeant Canada Collect?*

Valeant Canada limits the collection and use of your information to that which is necessary to fulfill identified purposes or to deliver requested information, products or services to you.

If we intend to use your information in any way we didn't tell you about previously, we will obtain your consent for the new purpose or use prior to doing so.

The information we ask for will depend on the information or service requested. Different information and services require different types of information. Your information may be collected via an "active information collection point" or through passive means.

### Active Information Collection

You might choose to actively provide Valeant Canada certain kinds of personally identifiable information, such as your full name, address, phone number, e-mail address and other personal details, including by submitting or posting same to a Valeant Canada site. All information that you actively provide to Valeant Canada is provided at your option.

There are many ways you can give your consent to our use of information that you provide. Your express consent may be given in writing, verbally or through electronic means. Alternatively, where permitted by law, your consent may be implied through an action you've taken or when you continue to use a product or service after we've notified you of a change. For certain communications and services, we will verify your express consent prior to commencing the requested service or communication.

### Passive Information Collection

Valeant Canada sites may use various technologies to passively collect information from you while you are visiting (that is, you do not actively provide this information to Valeant Canada). Such technologies allow the Valeant Canada site to collect a range of non-personally identifiable information, including your Internet Protocol (IP) address (a unique identifier automatically assigned to Your computer when logging onto the Internet), the type of Web browser and operating system you use, the date and time you visit the Valeant Canada site, the specific pages you visit on the Valeant Canada site, and the address of the Web site you visited before coming to the Valeant Canada site.

Valeant Canada may use such passively collected information for a variety of purposes, such as to administer the Valeant Canada site, customize the Valeant Canada site to your preferences, and compile aggregated statistics for marketing and research purposes. Valeant Canada reserves the unrestricted right to use this passively collected, non-personally identifiable information, including, but not limited to, selling, leasing, permitting access to, or otherwise transferring it to our affiliates, business partners, advertisers and other third parties.

The "passive information collection" technologies that we use may include "cookies". Cookies are small text files that store information about your interactions with a particular Web site, either temporarily (known as a "temporary" or "session" cookie, and deleted once you close your browser window) or more permanently on the hard drive of your computer (known as a "permanent" or "persistent cookie"). Cookies can make it easier to use a website by allowing servers to access certain information quickly.

#### *Uses and Disclosure of Information*

Except as described in this Policy or as you may otherwise consent to from time to time, Valeant Canada will not use, and will not disclose or provide any of your personal information to any other person except: (i) in accordance with the terms of this Policy, (ii) to comply with legal requirements such as a law, regulation, warrant, subpoena or court order, or (iii) if you are reporting an adverse event, in which case Valeant Canada may be required to disclose such information to Canadian and/or international regulatory authorities. We do not sell, trade, or rent your personal information to others for marketing purposes. As described above, generally, the purpose for collecting your personal information will be explained to you, in clear language, at the time of collection.

When you provide information to Valeant Canada by completing a registration form, submitting questions or comments or feedback concerning Valeant Canada or products and services and other topics, completing surveys and evaluations and other similar situations, we will use this information to learn more about our customers and their preferences, improve our products, services and the Valeant Canada sites and for related marketing and research purposes.

Valeant Canada reserves the right to transfer any information submitted by you and retained by Valeant Canada to its affiliates to the extent necessary to perform requested services and provide

requested information. Valeant Canada may sell all or part of its business, sell or securitize assets, or merge or amalgamate part or all of our business with other entities. Since customer information and data would normally be a part of such transactions, we may use or disclose such information to other parties included in the transaction, as part of due diligence activities and/or on the completion of the transaction.

### *Children*

Valeant Canada does not knowingly collect personal information from children under the age of 18.

### *Rights to Provide Information*

With respect to all content and information you submit to Valeant Canada, including by submitting or posting to the Valeant Canada site, in providing us with such content and information we rely on you to ensure that you have the lawful right to do so without limitation or restriction.

### *Aggregated Information*

Valeant Canada may collect aggregated, anonymous information (such as demographic and profile data, usage and selection data and similar information and data) about you, including in connection with your use of a Valeant Canada site in order to better understand and learn more about our customers and their preferences, improve our products, services and the Valeant Canada sites and for related marketing and research purposes. Any such aggregated information will not contain personally identifiable information about you.

### *Retention*

Valeant Canada will keep your information only for as long as it is reasonably needed to fulfill the purposes for which it was collected, unless and to the extent a longer retention is permitted or required by law. Your information is destroyed when it is no longer needed or it is converted to an aggregated and anonymous form. The length of time we keep your information varies depending on the reason it was collected and the nature of the personal information. For legal reasons, we may keep information beyond the end of your relationship with us.

### *Accuracy & Access to Your Information*

You have the right to access, verify, rectify and update your personal information which is held by Valeant Canada.

Valeant Canada takes reasonable steps to ensure your personal information is accurate, complete, and up-to-date. However, in certain circumstances, we must rely upon you to advise us if your personal information changes. If you notify us that your personal information is inaccurate or incomplete, we will take steps to correct, delete, or add to it, as appropriate. You can contact

Valeant Canada to request to know what information Valeant Canada may have collected and retained about you and how that information is being used. Depending on the nature of the information you are requesting and complexity of your request, we may ask you to put your request in writing.

We protect other people's privacy when we make information about you available to you. It may not be appropriate for us to release certain information directly to you. There may be records that include information about you and other customers, or that have information confidential to Valeant Canada or are the property of Valeant Canada. Because we must protect everyone's confidentiality and legal rights, we cannot make these records available to persons outside of Valeant Canada. We will, however, make available to you any factual information about you contained in such records. If we are unable to disclose information to you, we'll explain why, subject to any legal restrictions.

#### *Safeguards and Security*

We will use reasonable efforts to protect information that you provide to Valeant Canada once it has been received by Valeant Canada. Valeant Canada employs physical, administrative and technical safeguards, reasonably appropriate to the sensitivity of the information, to safeguard your personal information against loss, theft, misuse, unauthorized access or disclosure and alteration.

Although Valeant Canada uses reasonable efforts to safeguard your information, we cannot guarantee it. Valeant Canada cannot ensure or guarantee that any information you provide to us is completely secure from individuals who might attempt to deliberately evade security measures, including by intercepting transmissions over the Internet. You provide Valeant Canada with your information at your own risk.

#### *Contacting Valeant Canada*

Valeant Canada's legal department is the individual responsible for this Policy and Valeant Canada's compliance with applicable privacy laws, including the Personal Information Protection and Electronic Documents Act.

If you have any questions, comments or complaints about this Policy or our handling of your personal information, or if you wish to withdraw your consent to our use of your personal information (subject to reasonable notice, any legal requirements and similar exceptions) or to request access to or update any information we have on file, you may contact us using the contact information below:

By email: [legal.canada@valeant.com](mailto:legal.canada@valeant.com)

By telephone: 1-800-361-1448

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By mail: Valeant Canada, 2150 St. Elzear Blvd. West, Laval, Quebec, Canada, H7L 4A8

Valeant Canada will use reasonable efforts to promptly respond to all questions, inquiries and complaints received, and will typically respond to you within 30 days. Except where required by law, Valeant Canada cannot ensure a response to questions or comments regarding topics unrelated to this Policy or Valeant Canada's privacy practices.

*Revisions to Policy*

Valeant Canada reserves the right to modify this Policy at any time. If amended, Valeant Canada will post an amended Policy on the Policy page of each applicable Valeant Canada site. We recommend that you visit the Privacy Policy page from time to time to ensure you are aware of the terms of the current Policy.