

Terms Of Use

Effective Date: October 1, 2018

These Terms of Use (“Terms”) govern your access to and use of the websites and online services that we operate and that link to these Terms, as well as our offline services that reference these Terms (collectively, the “Services”).

Please review these Terms carefully before using the Services because they are a legal contract between you and BioMarin Pharmaceutical Inc. (“BioMarin,” “we,” “us,” or “our”). By using the Services, you agree to be bound by and comply with these Terms. We may change these Terms or modify any features of the Services at any time. The most current version of the Terms can be viewed by clicking on the “Terms of Use” link posted through the Services. **You accept the Terms by using the Services, and you accept any changes to the Terms by continuing to use the Services after we post the changes.**

Privacy Notice

For more information on how BioMarin processes your personal information, and your rights regarding your personal information, please see our [Privacy Notice](#).

Prohibited Conduct

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or in a manner that violates any law(s). For example, and without limitation, you may not:

- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity or the origin of any information you provide;
- Engage in unauthorized spidering, scraping, or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Services;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else’s attempt to engage in such activities) any of the software comprising or in any way making up a part of the Services. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network

- probing tools) is strictly prohibited;
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
 - Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to BioMarin's or its users' computers or systems;
 - Send or cause to be sent any communication (including e-mail) to other users without their consent (e.g., "mailbombs" or "spamming");
 - Cause damage, embarrassment, or adverse publicity to BioMarin; or
 - Engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

Medical Disclaimers

The Services and any information or content provided therein are for informational and educational purposes only and are not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. BioMarin does not give medical advice, nor does it provide medical or diagnostic services. Your reliance upon any content or information provided through the Services is solely at your own risk.

User Content and Communications

You remain fully responsible for the materials that you provide to us, including, without limitation, information, stories, requests, creative works, pictures, photographs, letters, documents, demos, ideas, suggestions, reviews, concepts, methods, systems, designs, plans, techniques, or other materials submitted, posted, uploaded, sent, or otherwise transmitted to us ("User Content"). You agree not to provide User Content that:

- Infringes on the copyright, trademark, patent, or other intellectual property right of any third party;
- Is false, misleading, libelous, defamatory, obscene, abusive, hateful, or sexually-explicit;
- Violates a third party's right to privacy or publicity;
- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification;
- Contains epithets or other language or material intended to intimidate or to incite violence;
- Contains a virus, worm, Trojan Horse, time bomb, or any other harmful program or component;
- Contains any commercial material or solicits any funds (charitable or commercial), perpetuates chain letters or pyramid schemes, promotes commercial entities, or otherwise engages in commercial activity; or
- Violates any applicable local, state, national, or international law, or advocates illegal activity.

You may only post User Content that is original and that you have the right to post. By submitting User Content, you grant us a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sublicensable license to publish, reproduce, distribute, display, perform, edit, adapt, modify, translate, create derivative works from, make, sell, export, and otherwise use your User Content (or any portion thereof) in any way that we want and in any form, media, or technology now known or later developed. You hereby waive any moral rights you

may have in your User Content. You represent that you have obtained all necessary permissions, including the right to use an individual's likeness in our advertising and marketing activities, from any individuals identified in or implicated by your submission (including those shown in photographic content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

We are not obligated to publish or use your User Content. BioMarin is not in any manner endorsing the User Content and cannot, and will not, vouch for its reliability. We do not guarantee any confidentiality with respect to any User Content. Please do not send us any confidential or proprietary information or material.

BioMarin is not responsible for any User Content and has no duty to monitor the User Content posted on the Services. You use any information contained in User Content at your own risk.

BioMarin and its designees have the right, in their sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict, or terminate access to your User Content or the Services (in whole or in part) at any time, without prior notice and in our sole discretion, for any or no reason. The obligations that you have to us under these Terms shall survive termination of the Services, any use by you of the Services, any User Content on the Services, or these Terms. You will not continue to post any User Content that BioMarin has previously advised you not to post.

Eligibility and Registration

You may be asked to register for certain activities in connection with the Services by creating a user profile. This registration may allow you to participate in interactive features of the Services, such as forums or discussion boards or to enter sweepstakes and contests. When you register, you agree to provide accurate, current, and complete information about yourself as requested or directed on the Services and to promptly update this information to maintain its accuracy. BioMarin has the right to suspend or terminate any account or other registration and to refuse any and all current or future use of the Services if it suspects that such information is inaccurate or incomplete. You are responsible for maintaining the confidentiality of any password and username that you are given or select in connection with the Services, and you are responsible for all activities that occur under your password or account.

Intellectual Property

The Services are protected under the copyright, trademark, and other intellectual property laws of the United States and other countries. All intellectual property rights in the Services are owned by us or our third-party licensors to the full extent permitted under U.S. and international intellectual property laws. Except for content that you have posted on the Services, you may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the Services, including the BioMarin name and logo, without our written consent. You may provide a link to the top page of the Services unless and until BioMarin gives notice that you must discontinue linking to the Services.

We respect intellectual property rights. If you believe in good faith that your work has been reproduced or is accessible on the Services in a way that constitutes copyright infringement, please provide our designated agent with the following information in writing:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- Identification of the copyrighted work or a representative list of the works claimed to have been infringed;
- Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address, so that BioMarin may contact you if necessary;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

BioMarin's designated agent for notice of claims of alleged copyright infringement is:

Eric Davis
Copyright Agent
105 Digital Drive
Novato, CA 94949
Phone: (415) 506-6700
edavis@bmrn.com

If you believe that a user of the Services is a repeat infringer, please contact BioMarin's designated agent, as described above, and provide enough information for us to verify that the individual is a repeat infringer. Please note that United States law provides significant penalties for falsely submitting a notice of copyright infringement.

Third-Party Content and Links to Third-Party Websites

The Services may contain links to third-party content. We do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content. Use of any linked third-party content is at the user's own risk.

Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE OPERATION OF THE SERVICES OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED ON THE SERVICES, ALL OF WHICH ARE PROVIDED "AS IS."

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY (1) WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (2) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; (3) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICES; (4) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY BIOMARIN; (5) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY BIOMARIN OR ANY THIRD PARTY; AND (6) WARRANTY OF TITLE. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, (1) THAT THE SERVICES OR ANY EMAIL WE SEND YOU IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY BECAUSE OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE SERVICES OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SERVICES; OR (2) THAT THE SERVICE, WEBSITE CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UP-TO-DATE, OR UNINTERRUPTED. BIOMARIN DOES NOT NECESSARILY ENDORSE, SUPPORT, SANCTION, ENCOURAGE, OR AGREE WITH ANY WEBSITE CONTENT OR ANY SUBMITTED MATERIALS, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH USER CONTENT, INCLUDING LINKS TO OR CONTENT CONTAINED ON THIRD-PARTY WEB SITES.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL BIOMARIN, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS, ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES, WEBSITE CONTENT, USER CONTENT, OR ANY LINKED SITES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF BIOMARIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. BIOMARIN WILL NOT BE A PARTY TO, AND WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR, ANY TRANSACTION NEGOTIATED OR ARRANGED BY A USER ARISING IN CONNECTION WITH THE SERVICES. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH USE OF THE SERVICES, YOU RELEASE BIOMARIN FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE. BIOMARIN HAS NO OBLIGATION TO BECOME INVOLVED IN ANY DISPUTE BETWEEN A USER AND ANY OTHER PERSON.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BIOMARIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BIOMARIN'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BIOMARIN DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION.

IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO STOP USING THE SERVICES.

Indemnification

You agree to defend, indemnify, and hold harmless BioMarin and its affiliates, subsidiaries, parent companies, successors, officers, directors, employees, contractors, services providers, and agents from and against any and all demands, claims, damages, liabilities, judgments, losses, costs, expenses, and harms, including, but not limited to, reasonable attorneys' fees, arising in connection with your use of the Services (including, without limitation, your User Content), online conduct, any violation of these Terms, or dealings or transactions with other persons resulting from use of the Services.

Applicable Law; Jurisdiction

These Terms are governed by, and must be construed in accordance with, the laws of the United States and the State of California, as applicable, without giving effect to their principles of conflicts of law. By using the Services, you waive any claims that may arise under the laws of other countries or territories.

With respect to any and all disputes arising out of or in connection with the Services or these Terms (including, without limitation, the Privacy Notice), BioMarin and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and BioMarin do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor BioMarin will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

BioMarin and you agree that all disputes arising under these Terms that cannot be settled through informal

negotiation will be settled exclusively through confidential binding arbitration in San Francisco, California, or another forum mutually agreed upon by the parties, pursuant to the Rules of Arbitration (“Rules”) of the International Chamber of Commerce (“ICC”) by a sole arbitrator nominated by agreement of the parties and confirmed in accordance with said Rules. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that BioMarin is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the terms of these Terms pending a final arbitral decision.

To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute isn't filed within one year, it is permanently barred.

If any other provision of this section is found to be illegal or unenforceable, that provision will be severed, with the remainder of this section remaining in full force and effect.

Separate Terms and Conditions

In connection with your use of the Services, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these supplemental policies and terms carefully before making any use of such portions of the Services. Any supplemental terms will not vary or replace these Terms regarding any use of the Services, unless otherwise expressly stated.

Access Outside the United States

BioMarin makes no claim that the Services are appropriate for access or use outside the U.S. Your access and use of the Services outside the U.S. are at your own risk, and you are responsible for compliance with the laws of your jurisdiction.

Miscellaneous

These Terms constitute the entire agreement between BioMarin and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and BioMarin as a result of these Terms or your access to and use of the Services.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.

Contact Information

If you believe that someone has violated these Terms, if you have questions regarding these terms, or if you have questions regarding the Services, please notify us by completing the form found [here](#) or by telephone at (415) 506-6700.

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