



Haleon Terms of Use

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Terms of Use

This website (the “**Site**”) is the property of Haleon US Holdings, LLC (“**Haleon**”).

By using the Site, you agree to these Terms of Use. If you do not agree, do not use the Site.

Haleon may enforce these Terms of Use at any time.

The headings used in these Terms of Use are for your convenience. They should not be used for interpretation of these Terms of Use.

Your use of the Site may mean Haleon collects your personal information. For more information on how Haleon collects and processes your personal information, please see Haleon’s Privacy Notice.

The Site is only for users who are in the United States and who are over the age of 13 or who have the permission of a parent or guardian who consent to these terms if the user is not yet of the age of majority. Haleon does not represent that content available on or through the Site is appropriate for use or available in other locations.

Updates

Haleon reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time. It is your responsibility to check these Terms of Use periodically for changes. These Terms of Use were last updated on the date set out at the top.

Your continued use of the Site after the Terms of Use are updated, means you agree to be bound by any such revisions.

Suspension or withdrawal of the Site

Access to the Site is permitted on a temporary basis and Haleon reserves the right to withdraw or amend the service provided on the Site without notice. Haleon will not be liable if for any reason the Site is unavailable at any time or for any period.

You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

Information on the Site

The information provided on the Site is for general information only. The Site may contain general information about medical conditions. If you are a healthcare professional, the information contained on the Site is not intended to serve as a substitute for your own medical judgment. If you have a medical condition or are concerned about your symptoms or have any other concerns or questions about your health or medicines, you should always consult an appropriate healthcare professional. The information on the Site is not intended to be used by itself to provide you with specific medical advice or recommendations nor is it designed to diagnose, prevent, monitor, mitigate, treat or cure any medical condition.

Haleon uses reasonable efforts to update its websites, but some information may become out of date over time. Whilst we do everything we can to bring you trustworthy and reliable information we cannot give an absolute guarantee that every piece of information on the Site is true, accurate or up to date at all times. Haleon is therefore unable to guarantee and makes no warranties or representations as to the reliability, accuracy, suitability, completeness, or timeliness of the information contained on the Site, including information shared through any webinars. The information on the Site is provided as is.

Copyright Infringement / DMCA Claims

Haleon takes claims of copyright infringement seriously. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), we will respond to notices of alleged copyright infringement that comply with the DMCA and will terminate in appropriate circumstances the accounts of users who post infringing materials. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting a written notification by email at ip-brandrights@haleon.com or by mail to **IP team, Haleon US LLC, 184 Liberty Corner Rd, Warren, NJ 07059, USA. The notification must meet DMCA's statutory requirement. See [U.S. Copyright Office | U.S. Copyright Office](#).**

Financial Information - No Offer and Forward-Looking Statements

Nothing on the Site is or shall be deemed to constitute an invitation to invest or otherwise deal in shares, ADRs or other securities of Haleon.

Actual financial results and developments may be materially different from any forecast, opinion or expectation expressed on the Site and the past performance of the price of securities must not be relied upon as a guide to their future performance.

Use and access

You may freely browse the Site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. All copyright and other proprietary notices contained in downloaded materials must be preserved and retained (except where the content is user-generated). Without the express written permission of Haleon, no other use of material on the Site is permitted.

If you print off, copy, download, share or repost any part of the Site in breach of these Terms of Use, your right to use the Site will cease immediately and you must, at Haleon's option, return or destroy any copies of the materials you have made.

Trademarks or other proprietary rights

You should assume that all trademarks appearing on the Site, whether or not they appear in large print or with the trademark symbol, are trademarks of Haleon, its affiliates, related companies, or its licensors or joint venture partners, unless otherwise indicated. You should assume that everything you see or read on the Site is owned by Haleon, or Haleon has been granted permission to use it, unless otherwise noted and may not be used, except as provided in the Terms of Use or in the text on the Site, without the written permission of Haleon. Your use of the Site does not give you any licence or right to any proprietary or licensed right of the Haleon group of companies (including patents, trademarks, designs and copyright). The unauthorised use, copying or misuse of any of Haleon's trademarks, copyrights, designs, material or other proprietary right, except as otherwise permitted in these Terms of Use, is prohibited and may be in violation of copyright law, trademark law, or other intellectual property or unfair competition laws, statutes or regulations.

No endorsement

Links to third-party sites may be provided for the interest or convenience of users of the Site. Haleon assumes no responsibility for the content of non-Haleon sites to which it provides links, and accepts no liability for any information or opinion contained in any third-party site or breach or omission in the privacy policies of third parties.

Rules about linking to the Site

You may link to the home page of the Site, provided you do so in a way that is fair and legal and does not damage Haleon's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Haleon's part where none exists. You must not establish a link to the Site in any website that is not owned by you. The Site must not be framed on any other website.

Haleon reserves the right to withdraw linking permission without notice.

Site Security

Haleon is not responsible for computer viruses or malware and you must not introduce them. Haleon does not guarantee that the Site will be secure or free from bugs, malware or viruses. You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection/cyber security software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. If you fail to adhere to these Terms of Use, Haleon may report you to the relevant law enforcement authorities and Haleon may co-operate with those authorities by disclosing your identity to them. Your right to use the Site will also cease immediately.

Liability

Unless otherwise specified elsewhere in these Terms of Use, the following limitations on Haleon's liability shall apply.

If you are a business user:

Haleon excludes all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it.

Haleon will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site; or
- use of or reliance on any content displayed on the Site.

In particular, Haleon will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

If you are using the Site for domestic and private use only (and not for any commercial or business purpose), Haleon shall have no liability to you for any damages, claims, loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that Haleon has supplied, damages a device or digital content belonging to you and this is caused by Haleon's failure to use reasonable care and skill, Haleon will either repair the damage or pay you compensation. However, Haleon will not be liable for damage that you could have avoided by following Haleon's advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Haleon.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold us (and our affiliates and our respective officers, directors, shareholders, employees, contractors, agents, licensors, third-party service providers, successors and assigns) harmless from and against any claims, judgments, awards, losses, liabilities, expenses, damages, costs, fines, penalties and fees (including reasonable attorneys' and experts' fees and court costs) arising out of or relating to (i) your use of the Site, content or third party content other than as expressly authorized in these Terms of Use; (ii) your violation of any terms of use or similar terms provided by third party providers with respect to any third party content; or (iii) claims arising from your fraud, intentional misconduct, criminal acts or gross negligence. If you cause a technical disruption of the Sites or the systems transmitting the Sites to you or others, you agree to be responsible for any and all losses arising or resulting from that disruption. This provision does not apply to intentional or reckless acts or gross negligence on our part.

Transfer

Haleon may transfer its rights and obligations under these Terms of Use to another organisation. So far as is legally permissible, Haleon will inform users of any such transfer as soon as reasonably possible thereafter and will endeavour to ensure that users' rights under these Terms of Use will not be prejudiced as a result of the transfer.

Arbitration Provision and Class Action Waiver

Disputes Subject to Arbitration. Unless you opt out of this Arbitration Provision, either you or we may elect to have any and all claims, disputes, or controversies arising from or relating to, directly or indirectly, the Site or these Terms of Use (including the purchase of any products or services through the Site (collectively, "**Claims**") submitted to binding arbitration on an individual basis under the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq.

Arbitration Administrators. If arbitration is elected, a single arbitrator who is either a lawyer with at least ten years of experience or a retired judge shall decide all Claims and render a final written decision. You may choose either the American Arbitration Association ("**AAA**"), www.adr.org, or JAMS, www.jamsadr.com, to administer the arbitration. If neither AAA nor JAMS can serve, and you and we cannot agree in writing on a substitute, a court with jurisdiction will select the arbitrator or administrator, who must agree to abide by this Arbitration Provision.

Arbitration Costs. Each party to the arbitration shall pay his, her or its own costs of arbitration as specified by the administrator's rules. The parties will pay their own attorney, expert, and witness fees and costs, unless applicable law, these Terms of Use or the administrator's rules provide otherwise. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rule of Civil Procedure.

Law Applied and Location of Hearing. The arbitrator shall apply the substantive law of the State of Delaware. The arbitrator may grant whatever relief would be available in a Delaware court on an individual claim. The arbitration hearing will take place in the federal judicial district where you reside, or at another place mutually agreeable to the parties.

Arbitrator's Award. The arbitrator's award shall be binding on the parties, except for any appeal rights under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

Class Action Waiver. ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (i) PARTICIPATE IN A CLASS OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (ii) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

Severability. This Arbitration Provision may be severed or modified if necessary to render it enforceable. This Arbitration Provision shall survive any termination of these Terms of Use or your access to the Site, our discontinuance of the Site, or any bankruptcy to the extent permitted by applicable bankruptcy law.

RIGHT TO OPT OUT OF ARBITRATION PROVISION: You may opt out of (reject) this Arbitration Provision by mailing a signed written notice to Haleon, 184 Liberty Corner Road, Warren, NJ 07960 within thirty (30) calendar days after your first visit to the Site. Any opt out notice must include your name, address, email address, and telephone number and a statement that you opt out of the Arbitration Provision in these Terms of Use. If you opt out of this Arbitration Provision, that will not affect any other part of these Terms of Use.

Jury Trial Waiver; Choice of Law; Venue in Non-Arbitrated Cases. You and we agree that in the event that any Claim or dispute between us is not arbitrated but instead is resolved in court: (i) you and we knowingly and voluntarily waive the right to a jury trial to the full extent permitted by applicable law; (ii) these Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles; and (iii) any litigation between you and us shall be filed exclusively in the United States District Court for the District of Delaware, or, if federal subject matter jurisdiction is lacking, then in the state courts located in New Castle County, Delaware.

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