Vitaros® Website Terms and Conditions

Introduction

This website is owned and produced by The Simple Pharma Company Limited ("Simple Pharma").

These Website Terms and Conditions (the "**Terms**") contained herein on this webpage, shall govern your use of this website, including all pages within this website (<u>www.vitaros.com</u>) (collectively referred to herein below as this "**Website**"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Terms and Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

Restrictions

You are expressly and emphatically restricted from all of the following:

- 1. publishing any Website material in any media;
- 2. selling, sublicensing and/or otherwise commercializing any Website material;
- 3. using this Website in any way that is, or may be, damaging to this Website;
- 4. using this Website in any way that impacts user access to this Website;
- 5. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity:
- 6. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- 7. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and may further restrict access by you to any areas of this Website, at any time, in Simple Pharma's sole and absolute discretion.

No Warranties

This Website is provided "as is," with all faults, and Simple Pharma makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

Limitation of Liability

In no event shall, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Simple Pharma, including its officers, directors and employees shall not be liable for any indirect,

consequential or special liability arising out of or in any way related to your use of this Website.

Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

Simple Pharma is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.