

# **BOTOX ONE™ Terms Of Use**

Updated: November 28, 2017

These Terms of Use are a binding agreement between you and Allergan (including its licensors) (collectively “Allergan”), and govern your access and use of the BOTOX ONE™ (the “Site”), which includes any information, data, tools, products, services and other content (together, “Content”) available on or through the Site.

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ENTERING THE SITE. EACH TIME YOU ENTER THE SITE, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THESE TERMS OF USE IN THEIR THEN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED IN THESE TERMS OF USE, PLEASE EXIT THE SITE.**

As we may revise these Terms of Use from time to time, you should review them periodically.

Allergan grants you a limited right to use the Site only for your own private, non-commercial informational purposes only, and to print pages from the Site only in connection with that use. You may not modify, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer or sell any Content, including any text, graphics, logos and other source-identifying symbols, designs, icons, images, or other information, software or code obtained from the Site. You are prohibited from removing any copyright, trademark or other proprietary notice or legend contained on (or printed from) the Site or on any printed pages. In addition, you are prohibited from decomposing, decompiling, reverse engineering, disassembling or otherwise deconstructing all or any portion of the Site and/or the Content.

## **Medical Advice Disclaimer**

NO INFORMATION IN THIS SITE IS PROVIDED WITH THE INTENTION TO GIVE MEDICAL ADVICE OR INSTRUCTIONS ON THE ACCURATE USE OF ALLERGAN PRODUCTS. ALLERGAN CANNOT ANSWER UNSOLICITED E-MAILS REQUESTING PERSONAL MEDICAL ADVICE.

VISITORS SHOULD ALWAYS CONSULT A HEALTHCARE PROFESSIONAL PRIOR TO MAKING ANY DECISIONS, OR UNDERTAKING ANY ACTIONS OR NOT UNDERTAKING ANY ACTIONS RELATED TO ANY HEALTH CARE PROBLEM OR ISSUE YOU MIGHT HAVE AT ANY TIME, NOW OR IN THE FUTURE.

## **Privacy Statement**

The BOTOX ONE™ Privacy Statement is a part of these Terms of Use. Use of this Site indicates your consent to the collection and use of your data as set forth in the BOTOX ONE™ Privacy Statement.

## **Copyrights and Trademarks**

The Site and the Content contain copyrighted materials, trademarks, and other proprietary materials that are owned by Allergan, its affiliates and/or third parties and are protected by intellectual property laws of the United States and other countries.

You should assume that all Content of the Site is copyrighted unless otherwise noted and may not be used, copied, reproduced, downloaded, modified, published, distributed, transmitted, or exploited, in whole or in part, in any form or by any means, except as provided herein and without the express written permission of Allergan or the original creator of the material.

Product names, logos, trademarks, and service marks that are used or displayed on the Site (collectively, the “Trademarks”) are registered or

unregistered trademarks and the exclusive property of Allergan or its affiliates. No use of the Trademarks may be made without Allergan's prior written authorization, except to identify the product or services of the company. Other product names, logos, trademarks, and service marks appearing on the Site that are not owned by Allergan may not be used without express permission from its owner.

Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right, either express or implied, under any intellectual property of Allergan or any third party.

### **User Responsibility**

You assume full responsibility and all risks arising from use of the Site. You are responsible for providing current, complete, and accurate information to the Site.

IN NO EVENT SHALL ANY OF ALLERGAN, OUR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, DATA PROVIDERS, AND LICENSORS AND THEIR RESPECTIVE HEIRS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL (INCLUDING LOSS OF PROFIT), PUNITIVE, OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH THE EXISTENCE OR USE OF THE SITE AND/OR THE CONTENT, REGARDLESS OF WHETHER ALLERGAN OR ANY OF THE OTHER ENTITIES OR PERSONS LISTED ABOVE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES DAMAGES TO, OR FOR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT.

IF YOU RELY ON THIS SITE OR ANY CONTENT, INFORMATION, PRODUCT OR SERVICE AVAILABLE THROUGH THIS SITE, YOU DO

SO AT YOUR OWN RISK. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE CONTENT, INFORMATION, PRODUCTS, AND/OR SERVICES PUBLISHED ON OR PROMOTED OVER THIS SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE (INCLUDING, WITHOUT LIMITATION, THE CONTENT) IS PROVIDED TO YOU AS IS AND ALLERGAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE SITE AND/OR THE CONTENT.

ALLERGAN HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CREATED BY LAW, CONTRACT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

ALLERGAN MAKES NO REPRESENTATION OR WARRANTY THAT ACCESS TO THE SITE AND/OR THE CONTENT WILL BE AVAILABLE ON A TIMELY BASIS, WILL BE UNINTERRUPTED, OR THAT THE DATA CONTAINED ON THE SITE AND/OR THROUGH ANY CONTENT WILL BE TIMELY OR ERROR FREE. IN ADDITION, ALLERGAN MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE INTEROPERABILITY OF ANY SYSTEM WITH THE SITE AND/OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, ANY SYSTEM, APPLICATION, AND/OR TOOL USED BY YOU OR ANY PAYER, WHETHER PROVIDED BY A THIRD-PARTY LICENSOR OR OTHERWISE.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. To the extent that Allergan may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope

and duration of such warranty and the extent of Allergan's liability will be equal to the minimum permitted under such applicable law.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ALLERGAN, ITS AFFILIATES, AGENTS, VENDORS AND LICENSORS, AND THEIR RESPECTIVE EMPLOYEES, OWNERS AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF ANY BREACH BY YOU OF THIS AGREEMENT OR YOUR USE OF THIS SITE AND/OR ANY CONTENT, TO THE FULLEST EXTENT ALLOWED BY LAW.

You further agree that any claim related to this Site must be filed within one year after it arises.

### **Limitations**

Some payers may not be able to accept HIPAA-compliant transactions or may require additional data elements beyond what is required by law and regulations. Additionally, some payers may not have the ability to electronically provide insurance benefit or claims status information. Because the actions of third parties are beyond our control, it is not the responsibility of Allergan or third-party service providers to provide insurance benefit or claims status information from all payers or to ensure the accuracy of the information provided.

The use of the Site and/or any Content does not replace or supplant any existing or future clearinghouse relationships that you or your practice may have. You are solely responsible for ensuring that your use of the Site and/or any Content does not delay, interrupt, interfere, impact or otherwise alter any existing clearinghouse claims routing or other electronic transactions that occur between you and such other clearinghouses. You agree to that Allergan or other third party service providers, and our respective affiliates, officers, directors, employees and agents, shall not be responsible or be held liable for any delays, interruptions or other errors that may occur or arise out of any

claims, reimbursement, payment or other electronic transactions between you and such other clearinghouses.

The use of the Site and/or any Content does NOT promise or guarantee coverage, payment or reimbursement, in whole or in part, of a claim by a payer or other third parties. You agree that you accept responsibility for all applicable claims and for your use of the Site and/or any Content. Please consult your payer organization regarding local or actual coverage and reimbursement policies and determination processes.

### **Access to Password-Protected Areas**

Portions of the Site are password-protected (“Password Protected Areas”). To be eligible to access the Password Protected Areas, you must be a physician or authorized staff member of a physician office that has received a login and password information from the Site. The login and password are for your use only and are not transferable. You may not share your login or password with any other individual or entity. You agree that you are responsible for maintaining your password as confidential and for any activity that occurs as a result of your enabling or permitting another person or entity to use your password. You agree to immediately notify Allergan by using one of the contact methods listed in these Terms of Use in the event that: (i) your password is lost or stolen, or (ii) you become aware of any unauthorized use of your password or of any other breach of security related to the Password-Protected Areas. Allergan is not responsible for any loss or damage arising from your failure to comply with the provisions of this section.

### **Prohibited Behavior**

You are responsible for all information and data that you upload, post, email or otherwise transmit using the Site and/or any Content. You agree NOT to use the Site to:

- Upload, post, email, or otherwise transmit any information or data that infringes upon any patent, trademark, trade secret, copyright or other

intellectual property right, privacy right, or publicity right of any person or entity;

- Directly or indirectly, disrupt or interfere with the Site or services in any manner that may materially adversely affect Allergan or any third party; or
- Upload, post, email or otherwise transmit any material that contains software viruses or any other malicious code, files or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.

### **Non-Personal Data**

Any non-personal data that you transmit to, or post on, this Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and nonproprietary data, and Allergan shall have no obligation of any kind with respect to such data. Allergan and any of our affiliates may use such data for any purpose whatsoever in accordance with applicable laws and regulations, including, but not limited to, the following purposes: reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, we and any of our affiliates shall be free to use such data, including, but not limited to, any ideas, concepts, know-how, or techniques contained therein, for any purpose whatsoever, including, but not limited to, researching, developing, manufacturing, and marketing products incorporating such data. Please consult the BOTOX ONE™ Privacy Statement for more information.

### **Third Party Service Providers**

The Site serves as a portal by which Allergan and its third-party service providers (“the Third-Party Service Providers”)—perform activities. You agree Third-Party Service Providers performing services related to the Site may contact you by phone, fax, or email related to the Site so long as such vendor’s contact is reasonable and appropriate. You acknowledge that you

have an “Established Business Relationship” with such Third-Party Service Providers as that term is defined under applicable laws, including the Telephone Consumer Protection Act and the Junk Fax Prevention Act.

In order to provide certain prior authorization support through the Site, you acknowledge and agree that Third-Party Service Providers may substitute a fax number provided by you and submitted with a prior authorization request through the Site to health plans, PBMs or other payers on your behalf with such vendor’s fax number. In the event you wish to disable substitution of your fax number for this purpose, you may contact BOTOX ONE™ directly at 1-800-44-BOTOX, Option 4, identifying the fax number you wish to disable for such substitution.

You agree that, in connection with the support offered through the Site, Third-Party Service Providers performing support related to the Site may contact health plans, PBMs and other payers on your behalf.

You understand Third-Party Service Providers may have an existing contractual relationship with you, your EHR Vendor, your employer or the health care entity for which you act as an independent contractor that is unrelated to the Site. You understand that these Terms of Use are intended to govern the use of the Site and may not be the same as the terms of your existing agreement with such Third-Party Service Providers.

### **Links to Other Websites**

You are free to establish a hypertext link to this Site so long as the link does not state or imply any endorsement or sponsorship of you, your company, or your site by Allergan. Without the prior written permission of Allergan, you may not frame or scrape any of the content on the site nor incorporate into another website or other service any intellectual property of Allergan.



## **Links to Allergan's Websites**

Allergan encourages other websites to link to this Site, provided that these links comply with the guidelines set forth herein. Links to this Site from other sites should be text-only and may not include Allergan's logo or other intellectual property. We strictly prohibit any suggestions of Allergan endorsement or recommendation of a specific company, product, or service.

## **Links From Allergan's Websites**

This Site may include links to other sites. These links are provided solely for purposes of convenience. Allergan is not responsible for the content or accuracy of data contained on other sites or other sites' privacy practices. Allergan is not liable for any damages or injury arising from content contained on other sites. Links to third-party sites are not a referral or endorsement of any other entity, item, or service. You release Allergan and its affiliates from any damages that you may incur, and agree not to assert any claims against them, arising from your purchase or use of third-party supplied data, products and services.

## **Jurisdiction**

Nothing contained on the Site should be construed as solicitation or promotion for any product or for the use of any product in a way which is not authorized by the laws of the United States. These Terms of Use will be governed by the laws of the State of New Jersey, without respect to its conflict of laws provisions.

## **Forward-Looking Statements**

This Site contains information that is forward-looking and involves risks and uncertainties, including, without limitation, risks and uncertainties of research and development, clinical development, regulatory approvals and the regulatory process, our reliance on third-party manufacturers, product commercialization, competition, patents, product liability, and third party

reimbursement, and other risks and uncertainties detailed from time to time in our periodic reports filed with the Securities and Exchange Commission. Actual results may differ materially from such forward-looking information.

### **Reservation of Rights**

Allergan reserves the right to alter or delete material from this Site at any time without notice. Please check often for updates, as we reserve the right, in our sole discretion, to modify these Terms of Use at any time, and your use of the Site indicates your acceptance of any revisions to these terms.

Allergan's failure to enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is unlawful, void, or unenforceable, then it shall be severed and shall not affect the validity and enforceability of any Terms of Use. If any provision of these Terms of Use is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and these Terms of Use shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction.

Allergan may assign its ownership, control, or other rights to any party at any time without any notice to you. Your rights and duties cannot be assigned without Allergan's written consent. Nothing in these Terms of Use provides any third party with any remedy, claim, or cause of action.

The Terms of Use constitute the entire agreement between you and Allergan and Allergan's Third-Party Service Providers relating to the Site. There is no agency, partnership or joint venture relationship between any user and Allergan or Allergan's Third-Party Service Providers arising solely through the use of the Site. The Terms of Use are binding upon your successors, assigns, heirs and executors.

# **BOTOX ONE™ Privacy Statement**

## **Patient Data You Provide**

Patient health data that you disclose to Allergan or its Third-Party Service Providers as part of the Site (defined as “Patient Health Data”) will be processed in accordance with our Data Security controls listed below. Prior to your submission of the Patient Health Data on the Site, you will be required to attest that you have informed the patient of this disclosure and that you have the patient’s necessary permissions to disclose the Patient Health Data to Allergan, its Third-Party Service Providers, and the Site. The attestation and the patient-signed HIPAA Patient Access and Directed Disclosure Request form control the permissible uses of the Patient Health Data by Allergan, its Third-Party Service Providers, and the Site.

You represent and warrant that you have all rights to provide and/or submit any data or information through the Site, including Patient Health Data (collectively, “Data”). You agree that you will only submit Data in compliance with the Health Information Portability and Accountability Act of 1996, as amended by, among other authorities, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, and other applicable state or federal privacy laws. You acknowledge that neither Allergan nor its Third-Party Service Providers are considered covered entities and that neither Allergan nor its Third-Party Services Providers are functioning as your business associate(s) as defined by HIPAA with respect to operation of the Site.

**YOU AGREE THAT, TO THE EXTENT REQUIRED AND/OR APPROPRIATE, YOU ARE RESPONSIBLE FOR OBTAINING ANY AUTHORIZATIONS, INFORMED CONSENTS, AND/OR OTHER REQUIRED APPROVALS PRIOR TO SUBMITTING DATA TO THE SITE, INCLUDING WITHOUT LIMITATION, FROM PATIENTS OR THEIR REPRESENTATES, AND, UPON ALLERGAN’S REQUEST, YOU AGREE TO PRESENT REDACTED COPIES OF THE SAME**

**TO ALLERGAN. You understand that once submitted to the Site, Data may be used to provide e-benefit verification and prior authorization support, and for other purposes, including creating enhancements or similar offerings, providing third parties with status, performance, and intelligence information, and de-identifying individually identifiable patient data and using and disclosing such de-identified data for any purpose allowed by law.**

### **Other Data Allergan May Collect**

The Site also collects “Personal Data” about you and your practice and uses and discloses it to perform the functions of the Site and to facilitate requests from you. Personal Data is any information that can be used to identify, locate, or contact you. It also includes other information that may be associated with such Personal Data. Examples of types of Personal Data:

- Contact Data, such as your name, email address, mailing address, email address or phone numbers;
- Relationship Data, including information about products, treatments and health conditions that are of interest to you;
- Transaction Data, including purchases, inquiries, and information about how you use the Allergan websites and mobile applications;
- Financial Account Data, such as your credit card number or Social Security number; and/or
- Geo-location Data, as may be transmitted to us by your smart phone or other location-aware devices.

### How Allergan Collects Personal Data.

In most cases, we collect Personal Data directly from you. We will ask you for Personal Data when you interact with us, such as registering on our websites, using any interactive features or applications, signing up to receive a newsletter, or making a direct purchase. We may collect additional data

from third party data suppliers who enhance our files or from social media sites such as Facebook, if you like our pages or join our communities.

If you interact with us online, we use cookies and other technological tools to collect data about your computer and your use of our website and applications. If you use a mobile application that Allergan has developed, that application will inform you of the data that the mobile application collects and what information it may transfer to Allergan. We treat this data as Personal Data only when it, or other data that is associated with it, can be used to identify you. For more information about cookies and other technologies, please see the “Cookies and Other Data Collection Technologies” above.

#### How Allergan Uses Personal Data.

Allergan may use your Personal Data for its business purposes, such as:

- To respond to your requests for information, products, services, including managing your online accounts with us and providing warranty service for certain products;
- To provide you with general health information (such as information on certain health conditions) as well as information about our products and services;
- To provide you with marketing communications and offers for products and services;
- To administer promotional programs;
- To determine if you are eligible for certain products, services, or programs (such as patient savings programs);
- If you have a business or professional relationship with Allergan, to develop our business relationship with you;
- For our research and development efforts;
- To anonymize data so that it is no longer Personal Data;
- For product safety, such as adverse event reporting, or to communicate product safety information to you; and/or

- For other everyday business purposes, such as payment processing and financial account management, product development, contract management, website administration, fulfillment, analytics, fraud prevention, corporate governance, reporting, and legal compliance.

### When and Why Personal Data Is Disclosed by Allergan.

Allergan does not sell, share, or otherwise distribute your Personal Data with third parties for their marketing purposes. Allergan will share your Personal Data only in compliance with applicable laws and regulations. For example, we may share your Personal Data as follows:

- We may share your Personal Data with your consent or as you direct.
- We may share your Personal Data with our affiliated companies and product co-promotion partners, which may only use your Personal Data for the purposes listed herein.
- We may share your Personal Data with our service providers, who are bound by law or contract to protect your Personal Data and only use your Personal Data in accordance with our instructions. For example, we may share your Personal Data with vendors who provide data processing or fulfillment services for us.
- We may also disclose your Personal Data where needed to affect the sale or transfer of business assets, to investigate legal issues, enforce our rights, protect our property, or protect the rights, property or safety of others, or as needed support external auditing, compliance and corporate governance functions.
- We may also disclose your Personal Data when requested under legal process or otherwise required by law, such as in response to a subpoena, including to law enforcement agencies and courts in the United States and other countries where we operate.
- Please note that we may also disclose data about you that is not personally identifiable. For example, we may publish reports that contain aggregate and statistical data about our customers. These

reports do not contain any data that would enable the recipient to contact, locate, or identify you.

### Your Choices.

You can always limit the data you provide to Allergan, but if you choose not to provide certain requested information, you may be unable to access some of the services, offers, and content on our websites. You can also limit the communications that Allergan may send to you by following a simple opt-out process. Simply follow the instructions in our advertisement/promotional emails to opt-out of receiving future marketing communications.

Please note that even if you opt-out of promotional emails, we may still need to contact you with important transactional data about your account or your purchase. For example, even if you opt-out of advertisement/promotional emails, we will still send you a confirmation when you purchase something from our website, a notification of changes to, expiration of, or discontinuation of a program you are enrolled in, and product safety communications.

You can manage cookie preferences and opt-out of having cookies and other data collection technologies used by adjusting the settings on your browser. All browsers are different, so visit the “Help” section of your browser to learn about cookie preferences and other privacy settings that may be available.

### Access and Correction.

Allergan takes reasonable measures to maintain updated and accurate Personal Data and we respect your right to access and correct your Personal Data. You may update your Personal Data at any time by contacting us via email at [ir-privacy@allergan.com](mailto:ir-privacy@allergan.com), or directly by logging into on your online account, should you have one. You can also write us at the address in the “How to Contact Us” section below. If you send us a letter, please provide

your name, address, email address, and detailed information about the change(s) you would like to make.

### Cookies and Other Data Collection Technologies.

When you visit the BOTOX ONE™ website, Allergan collects certain data by automated means, using technologies such as cookies, pixel tags, browser analysis tools, server logs and web beacons.

For example, when you visit our website, we place cookies on your computer. Cookies are small text files that websites send to your computer or other Internet-connected device to uniquely identify your browser or to store data or settings in your browser. Cookies allow us to recognize you when you return. They also help us provide a customized experience and enable us to detect certain kinds of fraud.

Allergan uses Flash Cookies (also known as Local Stored Objects), Microsoft Silverlight and similar technologies to personalize and enhance your online experience in compliance with Network Advertising Initiative standards. The Adobe Flash Player is an application that allows rapid development of dynamic content, such as video clips and animation. Flash Cookies (and similar applications) use technology to remember settings, preferences and usage similar to browser cookies, but these are managed through a different interface than the one provided by your web browser. For more information about how to manage Flash Cookies and/or Silverlight Cookies, you should refer to those sites' privacy and data sharing statements.

Pixel tags and web beacons are tiny graphic images placed on website pages or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, the pixel tags and web beacons generate a notice of that action. These tools allow us to measure response to our communications and improve our web pages and promotions.



We collect many different types of data from cookies and other technologies. For example, we may collect data about the device you use to access our website, your operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone where your device is located. Our server logs also record the IP address of the device you use to connect to the Internet. An IP address is a unique identifier that devices use to identify and communicate with each other on the Internet. We may also collect data about the website you were visiting before you came to Allergan and the website you visit after you leave our site.

In many cases, the data we collect using cookies and other tools is only used in a non-identifiable way, without any reference to personal data. For example, we use data we collect about all website users to optimize our websites and to understand website traffic patterns.

In some cases, we do associate the data we collect using cookies and other technology with your personal data. This Privacy Statement governs how we use all of this data when we associate it with your personal data.

Allergan has relationships with third-party advertising companies to place advertisements on this website and other websites, and to perform tracking and reporting functions for this website and other websites. These third-party advertising companies may place cookies on your computer when you visit our website or other websites so that they can display targeted advertisements to you. These third-party advertising companies do not collect personal data in this process, and we do not give any personal data to them as part of this process. However, this Privacy Statement does not cover the collection methods or use of the data collected by these vendors. For more information about third party advertising, please [visit the Network Advertising Initiative \(NAI\) at www.networkadvertising.org](http://www.networkadvertising.org).

Data Security.

Allergan has implemented a data security program that contains administrative, technical and physical controls that are designed to reasonably safeguard the Patient Health Data and your Personal Data from unlawful use and unauthorized disclosure.

#### Disclosure to Subsequent Owner or Operator.

If all or part of Allergan is sold or merged into another entity, your Personal Data and Patient Health Data may be transferred to a third party as part of that transaction. We will try to assure that no Personal Data or Patient Health Data that is transferred will be used or shared in a manner inconsistent with this Privacy Statement. However, in the event of a sale or merger, your continued use of this site signifies your agreement to be bound by the privacy statement and other applicable terms of the subsequent owner or operator.

#### Privacy Statements of Third Parties.

This Privacy Statement only addresses the use and disclosure of data by Allergan. We may provide links to outside websites or advertisements for third parties that have their own privacy statements and data collection, use and disclosure practices. Our independent dealers, suppliers and business partners have their own privacy statements too. We encourage you to familiarize yourself with the privacy statements provided by all third parties prior to providing them with data or taking advantage of an offer or promotion.

#### Children's Privacy.

Allergan websites and applications are not intended to attract children, and we do not knowingly collect any Personal Data of anyone under the age of 13. If you believe your child is using our website, please contact us at IR-PRIVACY@allergan.com so we can investigate and delete any inappropriate data.

#### Changes to this Privacy Statement.

We will only use Personal Data and Patient Health Data in the manner described in this Privacy Statement in effect when the data was collected from you. However, we reserve the right to change the terms of this Privacy Statement at any time by posting revisions to our site. If we make any material changes to this Privacy Statement, we will either notify you or place a prominent notice on our website.

Any portions of this policy are void to the extent they are prohibited by applicable law.

### California Privacy Rights.

California Civil Code Section 1798.83 permits California residents who are individual customers of Allergan products to request certain information regarding its disclosure of Personal Data to third parties for their direct marketing purposes. To make such a request please contact us using our contact information listed below in the “How to Contact Us” section.

Be sure to include your name and address. You can include your email address if you want to receive a response by email. Otherwise, we will respond by postal mail within the time required by law.

### Social Security Number Protection Policy.

Allergan collects Social Security numbers in the ordinary course of its business. Allergan has implemented reasonable technical, physical and administrative safeguards to help protect the Social Security numbers from unlawful use and unauthorized disclosure. All Allergan workers are required to follow these established procedures, both online and offline. In particular:

- Access to Social Security numbers is limited to those workers and service providers who have a need to access the data to perform tasks for Allergan. Social Security numbers are only disclosed to third parties in accordance with Allergan’s established Privacy Statement.

- We will only disclose Social Security numbers: (i) with those service providers, auditors, advisors, and/or successors in interest who are legally or contractually obligated to protect them, or (ii) as required or permitted by law.

### How to Contact Us Regarding Your Personal Data and Patient Health Data.

Please contact us if you have any questions or comments about our privacy practices, your privacy choices, or this Privacy Statement. You can always reach us online at [ir-privacy@allergan.com](mailto:ir-privacy@allergan.com). You can reach us via mail at the address below. If you send us a letter, please provide your name, address, email address, and information about the communication that you do not want to receive.

Allergan plc  
Attention: Global Privacy Office  
2525 Dupont Drive  
Irvine, CA 92612 USA

Effective as of December   , 2017