

Celltrion Privacy Notice

Last modified: [11/25/2021]

Introduction

Celltrion Inc., ("**Company**" or "**We**") respect your privacy and are committed to protecting it through our compliance with this policy. This policy describes:

- The types of information we may collect or that you may provide when you download, install, and/or access, or use **Celltrion Safekey™** (the "**App**").
- Our practices for collecting, using, maintaining, protecting, and disclosing said information.

This policy applies only to information we collect via the App and in email, text, and other electronic communications sent through the App.

This policy DOES NOT apply to information that:

- We collect offline or on any other Company apps or websites, including websites you may access through this App.
- You provide to or is collected by any third party.

Our websites and apps, and these other third parties may have their own privacy policies, which we encourage you to read before providing information on or through them.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not download, register with, or use the App. By downloading, registering with, or using the App, you agree to this privacy policy. This policy may change from time to time. Your continued use of this App after we revise this policy means you accept those changes, so please check the policy periodically for updates.

Children Under the Age of 14

The App is not intended for the use by children under 14 years of age, and we do not knowingly collect personal information from children under 14. If we learn we have collected or received personal information from a child under 14 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 14, please contact us at DiaTrust@Celltrion.com.

Information We Collect and How We Collect It

We collect information from and about users of the App:

- Directly from you when you provide it to us.
- Automatically when you use the App.

Information You Provide to Us

When you download, register with, or use the App, we may ask you provide information:

- By which you may be personally identified, such as name, postal address, email address, telephone number, any other identifier by which you may be contacted online or offline ("**personal information**").
- That is about you but individually does not identify you, such as medical information or other information provide through the usage of the App.

This information includes:

- Information that you provide by filling in forms in the App. This includes information provided at the time of registering to use the App, and requesting further services. We may also ask you for information when you report a problem with the App.
- Records and copies of your correspondence (including email addresses and phone numbers), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Your search queries on the App.

You may also provide information for publication or display ("**Posted**") on public areas of websites you access through the App (collectively, "**User Contributions**"). Your User Contributions are Posted and transmitted to others at your own risk. Please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Automatic Information Collection

When you download, access, and use the App, it may use technology to automatically collect:

- **Usage Details.** When you access and use the App, we may automatically collect certain details of your access to and use of the App, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through the App.
- **Device Information.** We may collect information about your mobile device and internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information, and the device's telephone number.
- **Stored Information and Files.** The App also may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts, and address book information.
- **Location Information.** This App does not collect real-time information about the location of your device.

If you do not want us to collect this information do not download the App or delete it from your device.

Information Collection Technologies

The technologies we use for automatic information collection may include:

- **Cookies (or mobile cookies).** A cookie is a small file placed on your smartphone. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your smartphone. However, if you select this setting you may be unable to access certain parts of our App.
- **Web Beacons.** Pages of the App may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages and for other related app statistics (for example, recording the popularity of certain app content and verifying system and server integrity).

Third-Party Information Collection

When you use the App or its content, certain third parties may use automatic information collection technologies to collect information about you or your device.

They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information, to:

- Provide you with the App and its contents, and any other information, products or services that you request from us.
- Fulfill any other purpose for which you provide it.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Notify you when App updates are available, and of changes to any products or services we offer or provide through it.

The usage information we collect helps us to improve our App and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our App according to your individual interests.
- Speed up your searches.
- Recognize you when you use the App.

We may also use your information to contact you about our own and third parties' goods and services that may be of interest to you. For more information, see [Your Choices About Our Collection, Use, and Disclosure of Your Information](#).

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual or device, without restriction.

In addition, we may disclose personal information that we collect or you provide:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Celltrion's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Celltrion about our App users is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce our rights arising from any contracts entered into between you and us, including the App EULA, and for billing and collection.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Celltrion, our customers or others.

Your Choices About Our Collection, Use, and Disclosure of Your Information

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of over your information.

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies or block the use of other tracking technologies, some parts of the App may then be inaccessible or not function properly.

We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an [email to DiaTrust@Celltrion.com](mailto:DiaTrust@Celltrion.com).

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the App like message boards. The information you share in public areas may be viewed by any user of the App.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through our App. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

Changes to Our Privacy Policy

We may update our privacy policy from time to time. If we make material changes to how we treat our users' personal information, we will post the new privacy policy on this page with a notice that the privacy policy has been updated and notify you by email and/or text message to the primary email address and/or phone number specified in your account an in-App alert the first time you use the App after we make the change.

The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address and/or phone number for you and for periodically visiting this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

Celltrion Safekey™
ATTN: Celltrion USA, Inc.
One Eversrust Plaza Suite 1207
Jersey City, NJ, 07302, USA
DiaTrust@Celltrion.com



CELLTRION SAFEKEY CONSENT TO TRANSFER MY PERSONAL PROTECTED HEALTH INFORMATION TO FEDERAL STATE AND LOCAL US AGENCIES FOR COMPLIANCE WITH APPLICABLE REPORTING LAWS OF THE UNITED STATES (which include, but are not necessarily limited to Public Law 116-136, § 18115(a), the Coronavirus Aid, Relief, and Economic Security (CARES) Act) (HEREINAFTER, "APPLICABLE LAWS"), CELLTRION, AND/OR ITS SUBSIDIARIES, AFFILIATES, PARTNERS, SUBCONTRACTORS INCLUDING BUT NOT LIMITED TO ECHELONDX.

CELLTRION SAFEKEY SHALL OBTAIN AND TRANSFER THE FOLLOWING INFORMATION AS REQUIRED BY AND IN COMPLIANCE WITH APPLICABLE LAWS:

FIRST NAME, LAST NAME

DATE OF BIRTH, AGE

PHYSICAL ADDRESS, PHONE NUMBER, EMAIL ADDRESS

GENDER, RACE, ETHNICITY

CELLTRION SAFEKEY ID

SYMPTOMS, TEST RESULT, TEST RESULT DATE, MEDICAL CONDITIONS

ALL OF THE ABOVE INFORMATION OBTAINED SHALL STORED IN A SECURE DATABASE AND SHALL ONLY BE SHARED WITH YOU OR CELLTRION (INCLUDING ITS AFFILIATES) OR THE APPROPRIATE US AGENCIES TO COMPLY WITH APPLICABLE LAWS. BY SELECTING "ALLOW" BELOW, YOU ARE CONSENTING TO THE SHARING OF THE ABOVE PERSONAL INFORMATION WITH CELLTRION (INCLUDING ITS AFFILIATES) OR THE APPROPRIATE US AGENCIES TO COMPLY WITH APPLICABLE LAWS.

CELLTRION SAFEKEY™ END USER LICENSE AGREEMENT AND TERMS OF USE

PLEASE READ THIS CELLTRION SAFEKEY™ END USER LICENSE AGREEMENT AND TERMS OF USE (THE “AGREEMENT”) CAREFULLY BEFORE ACCEPTING IT AND INSTALLING THE CELLTRION SAFEKEY™ APPLICATION. REFERENCES IN THIS AGREEMENT TO THE “CELLTRION SAFEKEY APP” MEAN THE CELLTRION SAFEKEY™ APPLICATION; ALL RELATED MATERIALS, DOCUMENTATION, PROCESSES, LEARNINGS, MODELS, ALGORITHMS, SOFTWARE, SYSTEMS, APPLICATIONS, SYSTEMS, APIS, INTEGRATIONS, ARCHITECTURES AND TECHNOLOGIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED DATA MANAGEMENT SYSTEMS; AND ALL IMPROVEMENTS, MODIFICATIONS, ENHANCEMENTS, AND DERIVATIVES OF OR TO ANY OF THE ABOVE.

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (“YOU” OR “YOUR”) AND CELLTRION, INC. (TOGETHER WITH ALL OF ITS AFFILIATES, “CELLTRION,” “WE,” OR “US”) (EACH A “PARTY”, AND COLLECTIVELY THE “PARTIES”). BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE CELLTRION SAFEKEY APP YOU AFFIRM THAT: (1) YOU ARE 18 YEARS OF AGE OR OLDER AND A UNITED STATES RESIDENT, (2) YOU ARE AGREEING TO THIS AGREEMENT ON YOUR OWN BEHALF ONLY, (3) YOU WILL NOT ALLOW ANY OTHER PERSON OR ENTITY TO USE THE CELLTRION SAFEKEY APP UNDER YOUR ACCOUNT OR REGISTRATION, AND (4) YOU HAVE READ, UNDERSTAND, AND AGREE THAT YOU ARE BOUND BY THIS CONTRACT OF AGREEMENT.

IF YOU ARE UNDER THE AGE OF 14, YOU MAY NOT LICENSE OR USE THE CELLTRION SAFEKEY APP. IF YOU ARE 14 OR OLDER BUT YOUNGER THAN 18 (“MINOR”), YOU REPRESENT THAT YOU HAVE REVIEWED THIS AGREEMENT WITH YOUR PARENT OR LEGAL GUARDIAN AND THAT YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE A PARENT OR GUARDIAN PERMITTING A MINOR TO USE THE CELLTRION SAFEKEY APP, YOU AGREE TO: (I) SUPERVISE THE MINOR'S USE OF THE CELLTRION SAFEKEY APP; (II) ASSUME ALL RISKS ASSOCIATED WITH THE MINOR'S USE OF THE CELLTRION SAFEKEY APP, (III) ASSUME ANY LIABILITY RESULTING FROM THE MINOR'S USE OF THE CELLTRION SAFEKEY APP; (IV) ENSURE THE ACCURACY AND TRUTHFULNESS OF ALL INFORMATION SUBMITTED BY THE MINOR; AND (V) ASSUME RESPONSIBILITY AND ARE BOUND BY THIS AGREEMENT FOR THE MINOR'S ACCESS AND USE OF THE CELLTRION SAFEKEY APP.

IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, DO NOT USE THE CELLTRION SAFEKEY APP. YOUR USE OF THE CELLTRION SAFEKEY APP IS ALSO SUBJECT TO THE CELLTRION PRIVACY NOTICE AVAILABLE THROUGH THE CELLTRION SAFEKEY APP, AND ANY OTHER TERMS AND CONDITIONS PRESENTED TO YOU BY CELLTRION.

1. Your Access and Use Rights. Subject to your compliance with this Agreement at all times, Celltrion grants You a limited, personal, non-transferable, non-sublicensable, non-exclusive, revocable, right to download, install, access and use the Celltrion Safekey App exclusively on mobile or other devices that You own or control, for Your personal use only, and only within the United States. If You fail to comply with this Agreement, You must immediately cease all use of the Celltrion Safekey App and immediately delete the Celltrion Safekey App from Your mobile or other devices. You acknowledge and agree that You do not acquire any title, ownership, proprietary rights, interests, or Intellectual Property Rights (as defined below) in or to the Celltrion Safekey App. Any goodwill derived from Intellectual Property Rights pursuant to this Agreement shall inure solely to the benefit of Celltrion. RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY CELLTRION.

For purposes of this Agreement, “Intellectual Property Rights” means any copyright, patent, trade

secret, trade dress, trademark, rights in get-up, goodwill, rights in design, technology, artwork, computer software (including source code), database, and similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any media now known or hereafter invented, in any part of the world. You agree to refrain from any action that would diminish such rights inuring to Celltrion.

2. Grant of Rights to Celltrion. You hereby grant to Celltrion a world-wide, perpetual, irrevocable, non-exclusive, sub-licensable, right and license to access, use, disclose, copy, distribute, reproduce, modify, adapt, publish, translate, transform, display, and commercialize the data submitted, input or uploaded by You into the Celltrion Safekey App and all data pertaining to You within the Celltrion Safekey App (collectively, the "Data" or "Your Data") for the following purposes: (a) to operate the Celltrion Safekey App, including, without limitation, to perform all of its features and functions, which may include, without limitation, data sharing enabled by the Celltrion Safekey App; (b) to further develop and improve the Celltrion Safekey App and other of Celltrion's products and services; (c) to monitor the performance of the Celltrion Safekey App; and (d) to aggregate, anonymize, or de-identify the Data and then use, share, and commercialize the aggregated, anonymized, or de-identified output for any business purpose as determined by Celltrion in its sole discretion, including, without limitation, to build models, algorithms, learnings or intelligence and develop, manufacture, have manufactured, license, market, and sell, directly or indirectly, products and services.

You further understand and agree that the Celltrion Safekey App is not intended as a storage repository for Your Data. Celltrion has no responsibility or liability for any loss of Your Data.

3. Acceptable Use; Notification of Unauthorized Use. You shall not use, and shall not permit any third party to use, the Celltrion Safekey App to: (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of any component of the Celltrion Safekey App; (b) sell, transfer, sublicense, publish, disclose, display or otherwise make available any component of the Celltrion Safekey App (or copies thereof) to others; (c) use the Celltrion Safekey App in a way that abuses, disables, interferes with, or disrupts the Celltrion Safekey App or any other person or technology; (d) engage in activity that is illegal, tortious, fraudulent, false, or misleading; (e) transmit through the Celltrion Safekey App any material that may infringe the intellectual property or other rights of third parties; (f) distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature; (g) build a competitive product or service, or copy any features, functions, or graphics of the Celltrion Safekey App; (h) use the Celltrion Safekey App on any device You do not own or control; (i) use the Celltrion Safekey App in violation of any law, rule or regulation; or (j) upload, download, email, transmit, store, or otherwise make available any data that is unlawful, harmful, invasive of another's privacy, or otherwise objectionable.

You shall notify Celltrion immediately if You become aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Celltrion Safekey App. In the event it is determined You no longer require access to the Celltrion Safekey App, You must immediately discontinue use of and uninstall the Celltrion Safekey App.

4. Medical Advice Disclaimer. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE CELLTRION SAFEKEY APP DOES NOT CONSTITUTE AND DOES NOT PROVIDE ANY MEDICAL ADVICE, GUIDANCE OR THERAPY, AND IS NOT INTENDED TO REPLACE CONSULTATION WITH A LICENSED HEALTHCARE PROFESSIONAL FOR THE DIAGNOSIS, CURE, MITIGATION, TREATMENT, OR PREVENTION OF ANY DISEASE, INJURY, OR OTHER CONDITION. CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS ARE NOT ENGAGED IN RENDERING MEDICAL, CLINICAL, THERAPEUTIC OR OTHER HEALTH- RELATED ADVICE AND ARE NOT RESPONSIBLE FOR NOTIFYING YOUR MEDICAL PROVIDER OR ANY OTHER HEALTHCARE PROFESSIONAL OF YOUR TESTING STATUS OR RESULTS. IF MEDICAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT MEDICAL PROFESSIONAL SHOULD BE

SOUGHT. YOU AND YOUR PROVIDER OR OTHER MEDICAL PROFESSIONAL ARE SOLELY RESPONSIBLE FOR COMMUNICATING YOUR TESTING STATUS AND OTHER RELATED INFORMATION, PROVIDING FEEDBACK, AND DISCUSSING OR RECOMMENDING ANY TESTING OR TREATMENT OPTIONS. CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PRODUCTS, PROCEDURES, OR OPINIONS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS MADE OR ADVICE GIVEN AS A RESULT OF THE SELECTION AND YOUR USE OF THE CELLTRION SAFEKEY APP.

5. Additional Disclaimers. THE CELLTRION SAFEKEY APP IS NOT INTENDED FOR THE DIAGNOSIS OF, OR SCREENING FOR, COVID-19. CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS DISCLAIM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR THE AVAILABILITY, ACCURACY, LEGALITY, AND QUALITY OF: (I) THE CELLTRION SAFEKEY APP; (II) YOUR DATA; AND (III) ANY COVID-19 TESTING OR RESULTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE CELLTRION SAFEKEY APP AND YOUR DATA IS AT YOUR SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT LIES WITH YOU. CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS MAKE NO REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF: (I) THE CELLTRION SAFEKEY APP; (II) YOUR DATA; AND (III) ANY COVID-19 TESTING OR RESULTS. IN NO EVENT WILL CELLTRION, ITS AFFILIATES, ITS LICENSORS, OR ITS SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY LOSSES RESULTING FROM MISTAKES, OMISSIONS, OR DELAYS RELATED TO THE CELLTRION SAFEKEY APP OR YOUR DATA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS MAKE AVAILABLE THE CELLTRION SAFEKEY APP AND YOUR DATA ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND QUALITY, AND OF LACK OF VIRUSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CELLTRION OR AN CELLTRION AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS DO NOT GUARANTEE THAT THE FUNCTIONS CONTAINED IN THE CELLTRION SAFEKEY APP WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THAT APPLICABLE LAW REQUIRES CELLTRION, ITS AFFILIATES, ITS LICENSORS, OR ITS SERVICE PROVIDERS TO PROVIDE WARRANTIES, YOU AGREE THAT THE SCOPE AND DURATION OF SUCH A WARRANTY SHALL BE TO THE MINIMUM EXTENT REQUIRED TO BE PROVIDED UNDER SUCH APPLICABLE LAW.

WHERE YOU CHOOSE TO SHARE YOUR DATA, INCLUDING, WITHOUT LIMITATION, HEALTH-RELATED INFORMATION, FROM YOUR ACCOUNT WITH THIRD PARTIES, YOU ACKNOWLEDGE AND AGREE THAT CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR YOUR DECISION TO SHARE OR DISCLOSE YOUR DATA, INCLUDING, WITHOUT LIMITATION, HEALTH-RELATED INFORMATION. YOU HEREBY RELEASE CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS FROM ANY AND ALL LIABILITY THAT MAY ARISE FROM SUCH SHARING. YOUR EXPRESS CONSENT GIVEN DURING USE OF THE APP FOR TRANSFER OF YOUR PERSONAL HEALTH

INFORMATION (WHICH MAY OR MAY NOT CONSTITUTE PHI UNDER HIPAA) CONSTITUTES YOUR COMPLETE IRREVOCABLE AND PERMANENT AGREEMENT AND VOLUNTARY CONSENT TO THE TRANSFER OF YOUR PERSONAL HEALTH INFORMATION TO ALL ENTITIES REFERRED TO OR IDENTIFIED IN SAID CONSENT.

6. Limitation of Liability. NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE LIABILITY OF CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS, UNDER ANY PROVISION OF THIS AGREEMENT, OR OTHERWISE CONNECTED TO THIS AGREEMENT, AND YOUR SOLE AND EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER THE FIXING, REPAIR OR OTHER RECTIFICATION OF ANY FAULTS WITHIN THE CELLTRION SAFEKEY APP, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR WHERE APPLICABLE, THE AMOUNT ACTUALLY PAID BY YOU TO CELLTRION FOR CELLTRION SAFEKEY APP ACCESS OR USD \$5.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS BE LIABLE FOR MONETARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE CELLTRION SAFEKEY APP OR YOUR DATA, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOU DOWNLOADING THE CELLTRION SAFEKEY APP, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF CELLTRION, ITS AFFILIATES, ITS LICENSORS, OR ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS ITS ESSENTIAL PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT THAT AN ERROR IN THE CELLTRION SAFEKEY APP CAUSES DEVICE PROBLEMS OR DATA LOSSES.

7. Intellectual Property Rights. You acknowledge and agree that Celltrion or its licensors own all legal right, title and interest in and to all aspects of the Celltrion Safekey App, and any improved, updated, upgraded, modified, customized, or additional parts thereof, including, but not limited to, graphics, user interface, scripts and software used to implement the Celltrion Safekey App, and any software or documents provided to You as part of or in connection with the Celltrion Safekey App, including, without limitation, all Intellectual Property Rights that exist therein, whether registered or not, and wherever in the world they may exist.

8. Indemnification. You agree to indemnify, defend and hold harmless Celltrion, its affiliates, its licensors, its service providers, and its and their respective officers, directors, employees, agents, successors, assignees and licensors from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, lawyers' and experts' fees) arising out of or related to: (a) Your violation of any provision of this Agreement; law, rules, or regulations; or any third party rights; (b) Your use (including, without limitation, your export or import) of the Celltrion Safekey App; (c) Your Data; or (d) Your acts or omissions.

9. All content and materials that comprise the Celltrion Safekey App, including, without limitation, the Celltrion Safekey App design, text, graphics, photographs, illustrations, images, icons, and other materials, data, and information (collectively, the "Content"), are protected by copyright under U.S. and

international copyright laws and treaties, and are the exclusive property of Celltrion. You shall not remove any product identification, copyright notices, or proprietary restrictions. No portion of the Celltrion Safekey App may be reproduced in any form or by any means, except as expressly permitted in this Agreement. Any unauthorized copying of the Celltrion Safekey App or failure to comply with any of the terms of this Agreement will result in automatic termination of this Agreement and You agree will constitute immediate and irreparable harm to Celltrion, its affiliates, its licensors, and its service providers for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy.

10. All trademarks, service marks, trade names, trade dress, and products displayed on the Celltrion Safekey App are protected in the United States and internationally and are either owned or used under license by Celltrion. The unauthorized use of any Celltrion trademark is strictly prohibited, and nothing contained herein or on the Celltrion Safekey App may be construed as granting, by implication, estoppels, or otherwise, any right or license to use any trademark.

11. All structure, organization, and code of the Celltrion Safekey App are the valuable trade secrets and confidential information of Celltrion or its licensors.

12. Feedback. Any submissions by You (e.g., comments, questions, suggestions, materials – collectively, (“Feedback”)) through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Celltrion is free to use, without any notice, attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Celltrion is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

13. Confidentiality. You shall hold Celltrion’s Confidential Information in confidence and shall not disclose Confidential Information to any third party without Celltrion’s prior written consent. “Confidential Information” means any information disclosed by Celltrion that is not generally known to the public or, by its nature, should be reasonably considered confidential. You acknowledge and agree that a breach of this clause would cause irreparable harm and that Celltrion shall, in addition to any and all remedies available to Celltrion under this Agreement and at law, be entitled to seek equitable relief from such breach.

14. Termination. Celltrion has the right to suspend or terminate Your access to the Celltrion Safekey App and Your Data immediately and without notice or terminate this Agreement at any time if: (a) You breach any provision of this Agreement; (b) Celltrion elects at its discretion to cease providing access to the Celltrion Safekey App or Your Data; or (c) in other circumstances and for other reasons determined by Celltrion in its sole discretion.

15. Upon termination of Your access to the Celltrion Safekey App, all rights granted under this Agreement, including, without limitation, any licenses, shall cease, You must immediately cease all activities authorized by the Agreement and You will no longer be able to use or access the Celltrion

Safekey App or Your Data. All data and materials, including, without limitation, Your Data, may be irretrievably deleted by Celltrion.

16. Links to Other Sites From the App; Third-Party Materials and Products. Because Celltrion has no control over and does not endorse, adopt, approve of, or recommend any third-party, non-Celltrion websites or apps, or of any information, graphics, materials, products, or services referred to or contained in such non-Celltrion websites or apps to which the content may be linked, You agree that Your access to such other websites or apps is at your own risk. Any links to these non-Celltrion websites or apps are provided for convenience only and may not remain current or be maintained. Unless otherwise stated in this Agreement, all ownership and Intellectual Property Rights in and to non-Celltrion websites and apps and the use of them is governed by separate third party terms between You and the third party. Celltrion accepts no liability for anything associated with third-party websites or apps, the content on any third-party apps or websites, or a third party's privacy practices.

17. Portions of the Celltrion Safekey App may include material provided by third parties, in which Intellectual Property Rights subsist ("Third Party Materials"). The licensors of such Third Party Materials retain all of their respective right, title, and interest in and to such Third Party Materials.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE USING THE CELLTRION SAFEKEY APP IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES THAT ARE NOT PROVIDED BY CELLTRION AND FOR WHICH CELLTRION, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS HAVE NO RESPONSIBILITY AND LIABILITY, INCLUDING BUT NOT LIMITED TO, YOUR MOBILE DEVICE. YOU ARE RESPONSIBLE FOR OBTAINING, MAINTAINING, AND PAYING FOR ALL HARDWARE, TELECOMMUNICATIONS, AND OTHER SUPPLIES OR SERVICES NOT PROVIDED BY CELLTRION THAT ARE NEEDED TO RECEIVE, ACCESS, OR USE THE CELLTRION SAFEKEY APP AND YOUR DATA.

18. Governing Law, Venue and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its choice of legal provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern to the fullest extent possible. Notwithstanding the foregoing, in the event of a breach or threatened breach of Your obligations with respect to confidentiality or intellectual property, Celltrion will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction. You agree that this Agreement shall be fully performable in the State of New Jersey. You agree that jurisdiction and venue are proper to the state and federal courts located in the State of New Jersey, United States of America, with regard to any proceedings arising from this Agreement or the relationship between the Parties hereto. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

19. Export Law. The Celltrion Safekey App is subject to United States export controls, restrictions, including any United States embargoes or other federal rules and regulations restricting exports. Unless in compliance with applicable law and specifically authorized in writing by Celltrion prior to any access, You shall not export the Celltrion Safekey App under any circumstances whatsoever. Even with Celltrion's authorization, it is Your obligation to obtain any required authorization and/or approval from any governmental authority as may be necessary to export or import the Celltrion Safekey App.

20. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

21. Entire Agreement, Order of Precedence and Modifications or Amendments. This Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings of the parties, whether written or oral, with respect to the subject matter. Any pre-printed or other standard terms set forth on any customer order, acknowledgment or other form shall be deemed void and of no force or effect. This Agreement may be updated by Celltrion from time to time, by notifying You of such changes by reasonable means, including, without limitation, by displaying a revised Agreement in the Celltrion Safekey App.

22. Force Majeure. Celltrion shall not be liable for failure of delay in performing obligations set forth in this Agreement, nor shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any other causes reasonably beyond the control of Celltrion.

23. Assignment. This Agreement may not be assigned by You without the prior written consent of Celltrion. Any purported assignment in violation of this section shall be void.

24. No Agency. Nothing contained in this Agreement will be construed as creating any agency, partnership, employment, or other form of joint enterprise between You and Celltrion.

25. Headings. This Agreement contain headings only for convenience and the headings do not constitute or form any part of this Agreement and should not be used in the construction of this Agreement.