

Terms of Use

The following terms and conditions (“Terms of Use”) apply to your use of the Astellas Pharma Australia [Website](#) (the “Website”). These Terms of Use should be read alongside, and apply in addition to, our [Privacy Policy](#) (“Privacy Policy”). Please read these Terms of Use and our Privacy Policy carefully and print a copy for your future reference.

By using the Website, you confirm that you have read, understood, and agree to these Terms of Use and the Privacy Policy in their entirety. If you do not agree to these Terms of Use or the Privacy Policy, you must stop using the Website immediately.

1. Astellas Pharma Australia

1.1 Astellas Pharma Australia Pty Ltd (referred to in these Terms of Use as “Astellas”, “we”, or “us”) is a company registered in Australia (ABN 81 147 915 482) and whose registered address is at Level 3, 6 Eden Park Drive, Macquarie Park, Sydney 2113 Australia.

1.2 If you have any questions about these Terms of Use or wish to contact us for any other reason, please contact Astellas through our [“Contact Us”](#) page.

2. Australian and international visitors

2.1 This site is intended for use by residents of Australia.

2.2 If you are not a resident of Australia, please visit our [international Website](#). Astellas expressly disclaims any liability to visitors outside of Australia to the maximum extent permitted by applicable law.

3. Your use of the Website

3.1 You agree to use the Website only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else’s use and enjoyment of the Website.

3.2 You are permitted to download, print and use content from the Website provided that:

- you do not remove or obscure any Astellas copyright notice from Website content or any copies of Website content that you create;
- you use the Website content for your own internal business purposes and/or personal use only;
- you do not modify the Website content in any way; and
- you use all Website illustrations and other visual content in conjunction with their accompanying text.

You must not use Website content in any way inconsistent with the above unless you have our prior written consent.

3.3 You are not entitled to modify or redistribute the content of this Website or reproduce, link, frame, or deep-link it on any other Website without our prior written consent. You must not use the content of the Website for commercial exploitation in any circumstances.

3.4 You acknowledge that it is your responsibility to ensure that you have in place antivirus, firewall and other appropriate security software when browsing the Internet and accessing this Website. Astellas cannot accept liability for your failure to take reasonable precautions when browsing the Internet and our Website.

4. Copyright and other intellectual property rights (IPR)

4.1 All content displayed in or on this Website, and all copyrights, trade marks, designs, and other intellectual property rights existing in or relating to the Website and its content (collectively, "IPR"), are owned by or licensed to Astellas.

4.2 If any IPR in or to the Website vests in you, whether by operation of law or otherwise, you hereby assign to us (or to any third party we nominate) all right, title, and interest (whether legal or beneficial) in such IPR throughout the world absolutely to the fullest extent possible, including any and all renewals and extensions of such IPR. You unconditionally and irrevocably waive any and all moral rights you may have either now or in the future existing in or in relation to the Website.

4.3 You agree to execute and do all such deeds, documents, acts, and things as we may reasonably require in order to assign any IPR to us, to carry out the intended purpose of these Terms of Use, or to establish, perfect, preserve, or enforce our rights under these Terms of Use.

5. Product and service information

5.1 This Website provides information about the products and services of Astellas offered for sale within Australia. Please note that this information may not necessarily be consistent with information about the products and services marketed by Astellas (or its group companies) outside of Australia.

5.2 This Website does not provide (or intend to provide) information, advice, or services that should be used or relied upon in any way by physicians, pharmacists, or any other healthcare professional, or by patients in the absence of medical advice from a qualified healthcare professional. Patients should always seek the advice of a qualified healthcare professional before embarking on a course of medication or other medical treatment.

6. Liability

6.1 We exclude all representations, warranties, conditions, and terms express or implied by statute, common law, or otherwise to the fullest extent permitted by law. We accept no liability for any loss of profit, loss of business, loss of goodwill, or any special, indirect, incidental, consequential, or economic loss howsoever caused arising out of or in connection with these Terms of Use or your use of the Website.

6.2 We provide the content on the Website in good faith but give no warranty or representation that the content is accurate, complete, or up-to-date, nor that the Website does not infringe the rights of any third party. We accept no responsibility or liability for your use of content on the Website and such use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Website, we accept no liability for them.

6.3 Information transmitted via this Website will pass over public telecommunications networks. We make no representation or warranty that the operation of this Website will be uninterrupted or error free and disclaim all liability in respect thereof.

6.4 Nothing in these Terms of Use shall limit our liability for personal injury or death.

7. Links to third-party Websites

7.1 This Website contains links to third-party websites which we believe may be of interest to you. However, Astellas does not vet or otherwise approve the content of any such third-party websites and your use of such websites is entirely at your own risk.

7.2 Accordingly, Astellas does not accept responsibility or liability for the availability or content of any such third-party websites, nor liability for any damage or harm resulting that you may suffer from visiting and/or using them.

8. Amendments to these Terms of Use

8.1 We may update or amend these Terms of Use from time to time to comply with law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website. By continuing to use the Website, you agree to be bound by the terms of these updates and amendments.

8.2 These Terms of Use were last updated in June 2016.

9. Other important terms

9.1 If any of these Terms of Use are found to be illegal, invalid, or unenforceable by any court of competent jurisdiction, the rest of these Terms of Use shall remain in full force and effect.

9.2 Only you and we shall be entitled to enforce these Terms of Use. No third party shall be entitled to enforce any of these Terms of Use.

9.3 These Terms of Use set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties, and/or representations to the fullest extent permitted by law.

9.4 These Terms of Use are governed by the laws of New South Wales. In the event of any matter or dispute arising out of or in connection with these Terms of Use, you and we shall submit to the exclusive jurisdiction of the courts of New South Wales and the division of the Federal Court of Australia in that jurisdiction, and the courts of appeal from them.