

WEX PHARMACEUTICALS INC.
WEBSITE TERMS OF USE

Last Updated April 06, 2022.

Please carefully read these terms of use (these “**Terms of Use**”), which are a binding contract between you and WEX Pharmaceuticals Inc. (“**WEX**”) that governs the use of the WEX website (the “**Website**”) and all content that WEX may make available to you on or through the Website.

By using the Website, you acknowledge and signify that you have read, understand and agree to these Terms of Use. If you do not agree to these Terms of Use, then you must not use the Website.

1. Introduction

1.1 **Binding Agreement:** These Terms of Use are a binding agreement between you and WEX regarding the use of the Website. By using the Website, you acknowledge and signify that you have read, understood and agreed to the most current version of these Terms of Use. If you do not accept and agree to the most current version of these Terms of Use, then you may not use the Website.

1.2 **Changes:** WEX in its discretion may change these Terms of Use at any time and from time to time, without any prior notice, by posting the changed Terms of Use on the WEX website. The changed Terms of Use are effective immediately on posting on the WEX website, unless the changed Terms of Use expressly state otherwise. It is your responsibility to check the “Last Updated” date at the top of these Terms of Use and review any changes since the previous version. By using the Website, you signify your unconditional acceptance and agreement to be bound by the changed Terms of Use. You may not change these Terms of Use in any manner.

2. WEX CONTENT

2.1 **WEX CONTENT:** IN THESE TERMS OF USE: (a) “**CONTENT**” MEANS TEXT (INCLUDING NOTES, QUESTIONS, COMMENTS AND REVIEWS), INFORMATION, GRAPHICS, PHOTOGRAPHS, IMAGES, AUDIO, VIDEO, AND OTHER MATERIALS AND FORMS OF DATA OR COMMUNICATION; AND (b) “**WEX CONTENT**” MEANS CONTENT MADE AVAILABLE BY WEX ON OR THROUGH THE WEBSITE.

2.2 **PERMITTED/PROHIBITED USE:** YOU WILL USE WEX CONTENT FOR YOUR LAWFUL, INTERNAL, NON-COMMERCIAL PURPOSES ONLY, ONLY IN THE MANNER PURPOSEFULLY MADE AVAILABLE BY WEX AND SUBJECT TO THESE TERMS OF USE AND ALL APPLICABLE LAWS. YOU WILL NOT DISCLOSE WEX CONTENT TO ANY PERSON OTHER THAN INTERNAL MEMBERS OF YOUR ORGANIZATION AS REASONABLY REQUIRED FOR YOUR LAWFUL, INTERNAL, NON-COMMERCIAL PURPOSES.

2.3 **NO EXPLOITATION:** YOU WILL NOT EXPLOIT WEX CONTENT FOR ANY PURPOSE (INCLUDING COPY, REPRODUCE, PUBLISH, REPUBLISH, TRANSLATE, UPLOAD, POST, PUBLICLY DISPLAY, TRANSMIT, COMMUNICATE OR MAKE AVAILABLE TO THE PUBLIC, OR OTHERWISE DISCLOSE OR DISTRIBUTE WEX CONTENT) WITHOUT WEX’S PRIOR WRITTEN CONSENT IN EACH INSTANCE.

2.4 **NO OWNERSHIP:** YOU ACKNOWLEDGE THAT, AS BETWEEN YOU AND WEX, WEX CONTENT IS SOLELY OWNED BY WEX AND ITS LICENSORS AND YOUR USE OF WEX CONTENT DOES NOT TRANSFER TO YOU ANY RIGHT, TITLE OR INTEREST IN, TO OR ASSOCIATED WITH WEX CONTENT OTHER THAN THE LIMITED, RESTRICTED RIGHT TO USE WEX CONTENT AS EXPRESSLY SET OUT IN SECTION 2.2.

3. Use of the Website

3.1 **Authorization:** The Website may be used only by individuals (natural persons) who are the age of majority in the jurisdiction in which they reside and are capable of forming a binding contract under applicable law. You may not use the Website if you do not unconditionally accept and agree to these Terms of Use, if you have breached these Terms of Use or if your permission to use the Website has been suspended or terminated by WEX.

3.2 Permitted Use and Restrictions/Prohibitions: Subject to these Terms of Use and all applicable laws, you may use the Website for your lawful, internal, non-commercial purposes only, only in the manner purposefully made available by the Website and subject to these Terms of Use and all applicable laws. Use of the Website for any other purpose or in any other manner is strictly prohibited. Without limiting the generality of the foregoing, you will not: (a) use, disclose or provide or permit access to or use of the Website in any manner, by any means, or for any purpose that is not expressly permitted by these Terms of Use; (b) attempt to access or use the Website by any means that is not deliberately made available for that purpose by WEX; (c) use the Website in a way that damages, disrupts, compromises, degrades or interferes with the integrity, functionality, operation, performance or security of the Website, or any other system, network or data; (d) copy, reproduce, translate, modify, enhance, or create derivative works based on the Website; (e) sell, resell, license, sublicense, distribute, rent or lease the Website, or include the Website in a service bureau or outsourcing offering; (f) make the Website available to, or use the Website for the benefit of, any third party; (g) alter, attempt to circumvent, destroy, obscure or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, technological protection measures, digital rights management tools or rights management information, security or control measures or agreements (including end user terms and conditions) on, in or in relation to the Website; (h) reverse engineer or otherwise access or use the the Website to: (i) attempt to access the source code or underlying logic, methods or processes for any of the software or technologies used by WEX to provide any aspect of the Website; (ii) create a product or service that is competitive with the Website or any other product or service offered by WEX, or a product or service using similar ideas, features or functions; or (iii) monitor or assess the availability, performance, or functionality of the Website, or for any other benchmarking or competitive purposes; or (iv) permit, assist or encourage any other person to do any of the foregoing in this Section 3.2 or to commit any act or omission that would constitute a breach of these Terms of Use if committed by you.

3.3 Monitoring Use/Personal Information: The Website may contain technologies that monitor, record and report WEX information regarding your use of the Website. WEX may use that information for system administration and security purposes, to enforce these Terms of, and as otherwise permitted by applicable law. You consent to the collection, use, disclosure, and retention by WEX of information regarding your use of the Website for those purposes and as otherwise permitted by applicable law.

3.4 No Advice: The Website is informational only. The Website is not intended to be a comprehensive or detailed statements concerning the matters addressed, and WEX Content is not intended to be professional advice or recommendations (including medical, regulatory or other professional advice). It is your responsibility to obtain appropriate advice suitable to your particular circumstances from a qualified professional before acting or omitting to act based on any WEX Content obtained on or through the Website.

3.5 Errors, Changes: The Website is updated periodically, but is not intended to be a comprehensive, current or complete statement of all matters and developments concerning WEX and its services. The Website might not be accurate, current or complete, and misprints, errors, inaccuracies, omissions or other errors might not be corrected. WEX does not warrant that the Website (including WEX Content) is accurate or complete. WEX does not accept any liability for the Website (including WEX Content). WEX reserves the right to (a) correct any error, inaccuracy or omission in WEX Content at any time without prior notice or liability to you or any other person; and (b) change the Website at any time without any notice or liability to you or any other.

3.6 Linked Sites: For your convenience, the Website may provide links or references to Internet sites or resources operated by independent persons (collectively "**Linked Sites**"). Linked Sites are independent from WEX, and WEX does not endorse, or have responsibility or liability for or control over, any Linked Site, any products, services or content available through a Linked Site or the collection of your personal information through a Linked Site or by the owner or operator of a Linked Site. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against WEX arising from, connected with, or relating to your use of a Linked Site, your dealings with the owner or operator of a Linked Site or any product, service or content available through a Linked Site.

4. User Information

4.1 Accurate Information: You will ensure that all information you provide to WEX, through the Website or otherwise, is true, accurate, current and complete. WEX will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage and additional costs that you,

WEX or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to promptly update your information if it changes.

4.2 **Communications:** You authorize WEX to: (a) accept communications it receives from you by means of the Website or email as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to WEX's affiliates and services providers; and (c) respond to your communications through the Website, by email or other means of communication as WEX considers appropriate. Communications that you send to WEX are not effective unless and until they are processed by the responsible WEX representative. WEX may refuse to process communications that you send to WEX, or may reverse the processing of any communications that you send to WEX, at any time in WEX's discretion and without any notice or liability to you or any other person, including if WEX believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

4.3 **Personal Information Privacy:** By accepting these Terms of Use you consent to the collection, use, retention, disclosure and deletion of your personal information in accordance with WEX's Privacy Statement (online: <https://wexpharma.com/privacy-policy/>), as amended from time to time, and as otherwise permitted by applicable law.

5. Proprietary Rights

5.1 **Ownership:** As between the Parties, WEX will at all times solely own and retain all rights, title and interest (including all intellectual property rights) throughout the world in, to and associated with the Website (including WEX Content) and neither you nor any other person will acquire any right, title or interest in, to or associated with the Website (including WEX Content).

5.2 **Trademarks:** The WEX logo and other related trademarks and symbols are registered or unregistered trademarks, service marks and trade names owned or licensed by WEX. Any unauthorized use of those trademarks is strictly prohibited, and nothing on the Website or in these Terms of Use will be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of those trademarks and service marks.

5.3 **Feedback:** If you give to WEX any feedback (including any review, comments, ideas or suggestions for corrections, enhancements or improvements) regarding the Website (including WEX Content), then WEX and its successors, assigns and licensees may use the feedback for any and all purposes (including to support, maintain and improve the Website (including WEX Content)) without providing any compensation or attribution to you or any other person. WEX may in its discretion modify your feedback (e.g. for grammar and spelling) prior to use.

6. DISCLAIMERS, LIABILITY EXCLUSIONS/LIMITATIONS

6.1 **GENERAL DISCLAIMER:** YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION AND USE OF THE WEBSITE TO ACHIEVE YOUR INTENDED RESULTS, AND YOU USE THE WEBSITE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO: ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES OR OTHER DISABLING OR HARMFUL CODE, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, SECURITY, TIMELINESS, TITLE, TRUTHFULNESS, QUIET ENJOYMENT, UNINTERRUPTED SERVICE OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY WEX TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, WEX DOES NOT REPRESENT OR WARRANT THAT ANY OF THE WEBSITE WILL MEET YOUR REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF WEX WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY, CONDITION OR PROMISE.

6.2 **SPECIFIC ACKNOWLEDGEMENTS AND DISCLAIMERS:** WITHOUT LIMITING SECTION 6.1, AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF USE:

(a) **WEX CONTENT:** YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR, AND BEAR ALL RISKS AND LIABILITIES RELATED TO, YOUR SELECTION AND USE OF WEX CONTENT.

(b) **TECHNOLOGY AND SECURITY:** CUSTOMER ACKNOWLEDGES THAT THE WEBSITE MIGHT BE AFFECTED BY CIRCUMSTANCES BEYOND WEX'S CONTROL, MIGHT NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE, AND IS SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WEX IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, FAILURES OR ANY DAMAGE, LOSS OR LIABILITY RESULTING FROM ANY OF THOSE PROBLEMS. YOU ACKNOWLEDGE THAT SECURITY MEASURES USED BY OR ON BEHALF OF WEX AND ITS SUBCONTRACTORS AND SERVICE PROVIDERS MIGHT NOT PROTECT THE WEBSITE AGAINST UNAUTHORIZED ACCESS, USE OR DISCLOSURE. WEX IS NOT RESPONSIBLE OR LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR USE, ALTERATION, THEFT OR DESTRUCTION OF, THE WEBSITE OR ANY DATA STORED OR PROCESSED IN THE WEBSITE, WHETHER THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

(c) **NO MEDICAL ADVICE:** THE WEBSITE DOES NOT CONSTITUTE OR INCLUDE ANY KIND OF MEDICAL ADVICE, AND DOES NOT MAKE ANY REPRESENTATION AS TO THE SAFETY, EFFICACY, SUITABILITY, EFFECTIVENESS OR OTHER FEATURES OF ANY MEDICAL TREATMENT, TEST OR PROCEDURE.

6.3 **LIABILITY EXCLUSIONS:** NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF USE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL WEX BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES) ARISING FROM, CONNECTED WITH OR RELATING TO THESE TERMS OF USE, THE SUBJECT MATTER OF THESE TERMS OF USE OR YOUR USE OF THE WEBSITE (INCLUDING WEX CONTENT) UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY AND STATUTORY LIABILITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY WEX, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE FOR THE LOSS, DAMAGE OR LIABILITY, EVEN IF WEX KNOWS OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF THE LOSS, DAMAGE OR LIABILITY BEING INCURRED, AND REGARDLESS OF WHETHER OR NOT THE LOSS, DAMAGE OR LIABILITY WAS FORESEEABLE.

6.4 **EXCEPTIONS:** THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES, AND SO THE DISCLAIMERS AND LIABILITY EXCLUSIONS AND LIMITATIONS IN THESE TERMS OF USE MIGHT NOT APPLY TO YOU.

7. General Matters

7.1 **Survival:** Notwithstanding any other provision of these Terms of Use, each of Sections 3.3, 2, 5, 6 and 7, and all other provisions necessary to the interpretation or enforcement of those sections, will survive the expiration or termination of these Terms of Use and will remain in full force and effect and be binding on you and WEX as applicable.

7.2 **Governing Law:** These Terms of Use will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without reference to conflict of laws principles. To the full extent authorised under applicable law, you and WEX hereby irrevocably attorn to the exclusive jurisdiction of the courts in the City of Vancouver, British Columbia, Canada with respect to the resolution of any disputes hereunder.

7.3 **Indemnification of WEX:** You will defend, indemnify and save and hold harmless WEX and its successors and assigns from and against any and all losses, damages, liabilities, costs, claims, complaints, demands, actions, suits and proceedings (including reasonable lawyers' fees) arising from, connected with or relating to any breach by you of these Terms of Use or your use of the Website (including WEX Content).

7.4 **Force Majeure:** Notwithstanding any other provision of these Terms of Use, WEX will not be liable for any delay in performing, or failure to perform, any of its obligations under these Terms of Use to the extent performance is delayed or prevented due to any cause or causes that are beyond WEX's control. Any delay or failure of that kind will not be a breach of these Terms of Use by WEX, and the time for WEX's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

7.5 **Miscellaneous:** Upon request by WEX, you will execute all further documents and instruments and do all further things as may be reasonably necessary to implement and carry out the provisions and intent of these Terms of Use. No consent or waiver by WEX to or of any breach by you of these Terms of Use will be effective unless the consent or waiver is confirmed in a document that is signed by WEX or will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach by you. WEX's rights and remedies under these Terms of Use are cumulative and not exhaustive or exclusive of any other rights or remedies to which WEX may be lawfully entitled under these Terms of Use or at law, and WEX will be entitled to pursue any and all of its rights and remedies concurrently,

consecutively and alternatively. If any provision of these Terms of Use is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, then the provision will be deemed severed from these Terms of Use (as applicable) and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms of Use (as applicable) would fail in their essential purpose. You may not assign these Terms of Use or any of your rights, licenses, duties or obligations under these Terms of Use. WEX in its discretion may assign these Terms of Use and any or all of WEX's rights, licenses, duties and obligations under these Terms of Use. WEX may engage subcontractors to perform WEX's obligations under these Terms of Use. The provisions of these Terms of Use will enure to the benefit of and be binding upon you and WEX and your respective successors, permitted assigns and personal representatives.

7.6 **Interpretation:** In these Terms of Use: (i) a reference in these Terms of Use to a section by number is a reference to the appropriate section in these Terms of Use; (ii) headings are for reference only and do not define, limit or enlarge the scope or meaning of these Terms of Use or any of its provisions; (iii) words importing the singular number only include the plural and vice versa; (iv) words importing a gender include both genders; (v) "**person**" includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society, and any other legal entity; (vi) "**including**" and "**includes**" mean including or includes (as applicable) without limitation or restriction; (vii) "**law**" includes common law, equity, statutes and regulations, and reference to a specific law includes all regulations made under the law and all amendments to, or replacements of, the law or any regulation made under the law in force from time to time; and (viii) "**discretion**" or any variation thereof means a person's sole, absolute and unfettered discretion.

7.7 **Language:** You and WEX have each expressly requested and required that these Terms of Use and all related notices be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*

7.8 **Entire Agreement:** These Terms of Use constitutes the entire agreement between you and WEX regarding your use of the Website and related matters, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE, YOU MUST NOT USE THE WEBSITE.
