CUTANEA PRIVACY POLICY

This Privacy Policy is designed to tell you (“you” or “your”) about the practices of Cutanea Life Sciences, Inc. and its subsidiary entities (also referred to as “Cutanea”, “us,” or “we”) regarding collection, use, and disclosure of information that you provide or that is collected through the Cutanea owned and operated website, www.Cutanea.com (the “Site”) and/or through Cutanea owned and operated apps linked to this Privacy Policy (“Apps”). This Privacy Policy does not apply to information collected from you through offline means or from Cutanea websites or apps that do not link to this Privacy Policy, with the following exception – if we merge information collected about you through offline means or from other Cutanea websites or apps with information collected through the Site or Apps, then the collection, use and disclosure of such merged information will be governed by the terms of this Privacy Policy for so long as it is so merged.

Please be sure to read this Privacy Policy before using or submitting information to the Site or any Apps. This Privacy Policy is the sole authorized statement of Cutanea’s practices concerning the collection, use and protection of personal information through the Site or Apps.

Your Agreement and Consent

By using the Site or any of the Apps you agree to the terms of this Privacy Policy and you consent to the collection, use and disclosure of information in accordance with this Privacy Policy.

Definition of “Personal Information”

As used in this Privacy Policy, “personal information” means information that identifies you and which is submitted to and/or collected by the Site or any of the Apps and maintained by Cutanea in an accessible form.

Information You Provide

Some areas of the Site or Apps may ask you to submit personal information in order for you to benefit from the specified features or to participate in a particular activity. Categories of personal information we may collect through the Site and the Apps include email, zip code and age. When we collect personal information, we clearly label the information we are collecting. You have the sole and absolute discretion as to whether to provide personal information to us.

Passive Information Collection

As you navigate through the Site or Apps, we may passively collect (that is, gather without your actively providing the information) certain non-personal information using various technologies and means, such as internet protocol addresses, cookies, internet tags, web beacons and navigational data collection. For example, your internet browser automatically transmits to the Site some of this unidentifiable information, such as the URL of the website you just came from, the internet protocol (IP) address, and the browser version your computer is currently using. The
Site and Apps may also collect unidentifiable information from your computer through cookies, internet tags, web beacons or other means. You may set your browser to notify you when a cookie is sent or to refuse cookies altogether, but certain features of the Site or Apps might not work without cookies.

Do Not Track

The Site and the Apps do not support Do Not Track at this time. Do Not Track is a privacy preference that you can set in your web browser to indicate that you do not want certain information about your webpage visits collected across websites when you have not interacted with that service on the page. For details, including how to turn on Do Not Track, visit www.donottrack.us.

Use and Disclosure of Information

We may use information collected through the Site or Apps to provide the Site and Apps, improve the content of the Site and Apps, to communicate with you, for our marketing and research purposes, and for any other purpose specified at the time the information is collected. In addition, we may use and disclose to others non-personal information collected through the Site or Apps without any restrictions.

In some instances, we may remove personal identifiers from data and maintain it as non-personal information. We also we may combine non-personal information with personal information. If we do combine any non-personal information with personal information, the combined information will be treated as personal information under this Privacy Policy as long as it is so combined. We may disclose personal information you provide through the Site or Apps to other Cutanea affiliates that agree to treat it in accordance with this Privacy Policy. We also may disclose personal information you provide through the Site or Apps to third parties that are not Cutanea affiliates, but only:

1. to agents, contractors, and partners we use to support our business, in which case we will seek to restrict such third parties’ use of such data to the purposes for which it has been provided; provided, however, that Cutanea shall not be responsible for third parties’ unauthorized uses, disclosures or other violations of this Privacy Policy or any other rights of users of the Site or Apps; or
2. to a purchaser or successor entity in connection with the sale, merger, assignment, or other transfer of Cutanea or any of its affiliates, or line of business or product of Cutanea or any of its affiliates, or sale of substantially all of the assets of Cutanea or any of its affiliates; or
3. to respond to law enforcement requests or where we determine that disclosure is required by applicable laws, court orders, or government regulations; or
4. to enforce our Terms of Use; to protect our operations; to protect the rights, privacy, safety or property of Cutanea, you or others; or to permit us to pursue available remedies or limit the damages that we may sustain; or
5. if you have consented to the disclosure.
Please be advised that the collection, use, and disclosure of information contemplated in this Privacy Policy may involve a transfer of the information to jurisdictions located outside your country of residence that may not have equivalent laws and rules regarding personal information.

No Third-Party Direct Marketing Use

Cutanea will not sell or otherwise transfer the personal information you provide us at the Site or Apps to any third parties for their own direct marketing use unless we have obtained your explicit consent for your data to be shared in this manner.

Personal Information Protection

We take measures designed to prevent unauthorized intrusion to the Site and the Apps and the alteration, acquisition or misuse of personal information, however, we will not be responsible for loss, corruption or unauthorized acquisition or misuse of personal information that you provide through the Site or Apps or that is stored by us, or for any damages resulting from such loss, corruption or unauthorized acquisition or misuse. It is your responsibility to protect the security of your login information.

Other Websites

The Site or Apps may contain links or references to other websites. Please be aware that we do not control these linked websites and that this Privacy Policy does not apply to those websites. We encourage you to read the privacy policy of every website and app that you visit.

About Children

The Site and the Apps are not intended for children under the age of 13. We will not knowingly collect personal information through the Site or Apps from visitors in this age group. If you are a parent and you become aware that your child has provided us with information, please contact us as specified below, and we will work with you to address this issue.

Correction and Deletion of Personal Information

To keep personal information that you provide through the Site and Apps accurate, current, and complete, please contact us as specified below and we will take appropriate steps to update or correct such information in our possession, or to delete your personal information from our contact list.

If you request that we delete your personal information, please note that we may need to retain certain personal information for record-keeping purposes, and there may also be residual personal information that will remain within our databases and other records, which will not be removed therefrom. We are not responsible for removing personal information from the databases of third parties with whom we have already shared your personal information as permitted by this Privacy Policy and shall not be responsible for any damages resulting the loss, corruption or unauthorized acquisition or misuse of such personal information.
How to Contact Us

If you have questions, comments, or concerns about this Privacy Policy or the information practices of the Site or Apps, or if you would like to opt-out of future communications, please contact us by sending a letter to:

Cutanea Life Sciences, Inc.
1500 Liberty Ridge Drive
Suite 3000
Wayne, PA 19087
Attention: General Counsel

Privacy Policy Updates

Please note that Cutanea reserves the right to revise this Privacy Policy at any time at our sole discretion. Therefore, you are urged to review the Privacy Policy each time you access the Site or any of the Apps to ensure that you are familiar with the most current version. Use of the Site or any of the Apps following such modification constitutes your acceptance of the revised Privacy Policy then in effect.

This Privacy Policy is effective on Aug. 8, 2017.

Terms of Use

BEFORE ACCESSING THE SITE OR APPS, PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY AS THEY GOVERN YOUR USE OF THE SITE AND THE APPS. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE SITE OR ANY OF THE APPS. YOU SHOULD REVIEW THESE TERMS EACH TIME YOU ACCESS THE SITE OR THE APPS AS THEY MAY CHANGE AT ANY TIME AT OUR SOLE DISCRETION.


Welcome to www.Cutanea.com (also referred to as “Site”), owned and operated by Cutanea Life Sciences, Inc. or one of its subsidiary entities (also referred to as “Cutanea”, “us” or “we”) or the app linked to the Cutanea Privacy Policy on the Site (each, an “App” and, collectively, the “Apps”). The Site, the Apps and their content are for general informational purposes and intended strictly for access and use by United States residents. These Terms of Use govern your access and use of the Site and the Apps. By accessing or using the Site or any of the Apps, you indicate that you understand and intend these Terms of Use to be the legal equivalent of a signed, written contract and equally binding, and that you accept such Terms of Use and agree to be legally bound by them. Please note that Cutanea reserves the right to change these Terms of Use at any time at its sole discretion. Your continued use of the Site or any of the Apps following any such modifications will be conclusively deemed acceptance of any changes to these Terms of Use. Therefore, you are urged to review the Terms of Use each time you access the Site or any of the Apps.
License Grant

These Terms of Use provide you with a personal, revocable, nonexclusive, nontransferable license to use the Site and the applicable App subject to, and conditioned on, your compliance with these Terms of Use. You may print and download materials and information on the Site or the Apps solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. Republication or citation of any content generated by the Site or any of the Apps without Cutanea’s express written consent is prohibited. You agree not to copy, modify, adapt, frame, mirror, reproduce, translate, distribute, transmit, reverse engineer, decompile, or disassemble any aspect of the Site or the Apps, except as expressly permitted by these Terms of Use. As a further condition of use of the Site or any of the Apps, you warrant to Cutanea that you will not use the Site or any of the Apps for any purpose that is unlawful or otherwise prohibited by these Terms of Use. Any rights not expressly granted herein are reserved.

Security

You are prohibited from violating or attempting to violate the security of the Site or any App, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any App or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law. In the event access to the Site or any App or a portion thereof is limited requiring a user ID and password (“Protected Areas”), you agree to access Protected Areas using only your user ID and password. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site or any App may be revoked by Company at any time with or without cause. You agree to defend, indemnify and hold Company harmless from and against all third party claims, damages and expenses (including reasonable attorneys’ fees) against or incurred by Company arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site or any App, or access by anyone accessing the Site or any App using your user ID and password.

Disclaimer

THE SITE, THE APPS AND THE CONTENT AND ANY EMAIL ALERT SERVICE AVAILABLE THROUGH THE SITE OR ANY OF THE APPS ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, 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. CUTANEA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE CONTENT OR EMAIL ALERT
SERVICE AVAILABLE THROUGH THE SITE OR ANY OF THE APPS. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITE, THE APPS AND THE CONTENT AND EMAIL ALERT SERVICE AVAILABLE THROUGH THE SITE OR ANY OF THE APPS IS AT YOUR SOLE RISK. CUTANEA MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE, ANY APP, OR THE EMAIL ALERT SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE. FURTHER, CUTANEA EXPRESSLY DISCLAIMS ANY OBLIGATION OR DUTY TO UPDATE OR CORRECT INFORMATION CONTAINED ON THE SITE OR ANY APP AND MAY CEASE THE EMAIL ALERT SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT OR MATERIAL YOU OBTAIN FROM THE SITE, ANY APP OR THE EMAIL ALERT SERVICE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

Medical Information

Medical information that appears on the Site or any App is for informational purposes only and is not, nor is intended to be, a medical diagnosis or a replacement for advice given by a physician or other medical professional. The information provided on the Site or any App should not be relied upon as the basis of any health-care decision. Please confirm all Site and App content with other sources and with your physician and professional health care providers. We do not warrant or guarantee any treatment, therapy, medication, device, diagnosis, action, recommendation, or strategy of any author or other person available through the Site or any App. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ THROUGH THE SITE OR ANY APP. DO NOT USE THE SITE OR ANY APP FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTH CARE PROFESSIONAL AND 911.

Links to Other Websites

The Site or an App may link you to other websites that are not owned or controlled by Cutanea. The fact that we provide a link to a third party website does not mean that we endorse, authorize or sponsor that website. It also does not mean that we are affiliated with the third party website’s owners or sponsors. These links are provided for your convenience only. Cutanea expressly disclaims any responsibility for the content, the accuracy of the information, the quality of products or services provided by or advertised on these third-party sites and /or the collection and use of personally identifiable information by these third-party sites. If you choose to hyperlink to another website, you do so at your own risk. We reserve the right to terminate a link to a third party website at any time.

Links from Other Websites to the Site

If a third-party links to the Site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to the Site. Cutanea expressly disclaims any
responsibility for the content, the accuracy of the information, the quality of products or services
provided by or advertised on these third-party sites and/or the collection and use of personally
identifiable information by these third-party sites.

Forward-Looking Statements

The Site and the Apps contain “forward-looking statements” within the meaning of the Private
Securities Litigation Reform Act of 1995. All statements contained on the Site and the Apps that
are not historical facts are hereby identified as forward-looking statements for this purpose.
Forward-looking statements generally can be identified by words such as “may,” “will,” “shall,”
“could,” “would,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “estimate,”
“predict,” “project,” “potential,” “continue,” “ongoing” and similar expressions, although not all
forward-looking statements contain these identifying words. Forward-looking statements are
based upon our current expectations and beliefs and are subject to risks and uncertainties that
could cause actual results to differ materially and adversely from those expressed or implied by
such statements. Factors that could cause or contribute to such differences include, but are not
limited to, general financial, economic, regulatory and political conditions affecting the
biotechnology and pharmaceutical industries. In light of the significant uncertainties in forward-
looking statements, you should not regard such statements as a representation or warranty that
we will achieve our objectives and plans in any specified timeframe, and you should not place
undue reliance on any forward-looking statements. While we may update certain forward-
looking statements from time to time, we specifically disclaim any obligation to do so, whether
as a result of new information, future developments or otherwise.

Submissions

Cutanea welcomes your feedback and suggestions about how to improve the Site and its Apps.
Any ideas, suggestions, information, know-how, material, or other content (collectively,
“content”) received through the Site or the Apps, however, will be deemed to include a royalty-
free, perpetual, irrevocable, transferable, worldwide, nonexclusive right and license for Cutanea
to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works,
display (in whole or part), or act on such content without additional approval or consideration, in
any form, media, or technology now known or later developed for the full term of any rights that
may exist in such content. Subject to our “Privacy Policy” (as defined below), if you transmit to
or post on the Site or any App any material, data, information or idea by any means, unless
otherwise agreed by Cutanea, it will be treated as non-confidential and non-proprietary and may
be disseminated or used by us for any purpose. You are not authorized to post on or transmit to
or from the Site or any App any unlawful, threatening, libelous, defamatory, obscene,
scandalous, inflammatory, pornographic, or profane material, or any other content that could
give rise to any civil or criminal liability under the law.

Intellectual Property Rights

All materials contained on the Site and the Apps are protected by law, including but not limited
to United States copyright and trademark law, as well as other state, national, and international
laws and regulations. The contents of and all materials distributed in conjunction with the Site
and the Apps are Copyright © 2016-2017 Dermarc, LLC, a wholly owned subsidiary of Cutanea Life Sciences, Inc., or its licensors, all rights reserved. Cutanea also owns a copyright in the Site and each of the Apps as a collective work and/or compilation, and in the selection, coordination, arrangement, and enhancement of such content. All product names or other trademarks on the Site and the Apps are also claimed as being trademarks of Dermarc, LLC unless otherwise noted. Unauthorized use of any material or trademarks contained on the Site or any of the Apps may violate copyright laws, trademark laws, the laws of privacy and publicity, communications regulations and statutes and other laws and regulations. Please be aware that Cutanea actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

Copyright Owners’ Rights Under the Digital Millennium Copyright Act Of 1998 The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under United States copyright law. If you believe in good faith that materials hosted by Cutanea infringe your copyright, you (or your agent) may send us a notice requesting that the materials be removed, or access to them blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice.

Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information on the DMCA is the U.S. Copyright Office website. Notices and counter-notices for the Site and the Apps should be sent to General Counsel, Cutanea Life Sciences, Inc., 1500 Liberty Ridge Drive, Suite 3000, Wayne, PA 19087.

Limitation of Liability

YOU ASSUME FULL RESPONSIBILITY AND ALL RISKS ARISING FROM ACCESS AND USE OF THE SITE, THE APPS AND THE EMAIL ALERT SERVICE AVAILABLE THROUGH THE SITE OR ANY OF THE APPS. IN NO EVENT SHALL CUTANEA OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS OR LICENSORS, OR THEIR RESPECTIVE SUCCESSORS AND Assigns, BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL (INCLUDING LOSS OF PROFITS), PUNITIVE OR OTHER DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXISTENCE, ACCESS OR USE OF THE SITE, THE APPS OR ANY SUCH EMAIL ALERT SERVICE, REGARDLESS OF WHETHER CUTANEA OR ANY OF THE OTHER ENTITIES OR PERSONS LISTED ABOVE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify and hold harmless Cutanea and/or its affiliates, and their respective officers, directors, employees, shareholders, agents, representatives, service providers and licensors, and their respective successors and assigns, from and against any damages (including reasonable attorneys’ and professional fees’ and litigation costs) arising out of or related to your breach of these Terms of Use or your misuse of the Site or any of the Apps.
Privacy Policy

The privacy policy governing the Site and the Apps is located at http://www.cutanea.com/privacy (“Privacy Policy”). The Privacy Policy is incorporated by reference into, and is a part of, these Terms of Use. By using the Site or any of the Apps you agree to the terms of the Privacy Policy and you consent to the collection, use and disclosure of information in accordance with the Privacy Policy. Please be sure to read the Privacy Policy before using or submitting information to the Site or any of the Apps.

Miscellaneous

THESE TERMS OF USE SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICTS OF LAW RULES, AND THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTE SHALL BE THE COMMONWEALTH OF PENNSYLVANIA. YOU AND CUTANEA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. We may assign our rights and duties under these Terms of Use to any party at any time without notice to you.

These Terms of Use are effective on Aug. 8, 2017.