



Terms & Conditions of Use

These Terms & Conditions of Use were last updated on October 14, 2020.

Welcome to <https://sproutpharmaceuticals.com/> (the "Site"), maintained by Sprout Pharmaceuticals, Inc. (the "Company", "we", "us", "our"). These Terms & Conditions of Use (the "Terms of Use") and the SproutPharmaceuticals.com Privacy Policy (the "Privacy Policy"), which is incorporated herein by reference, govern your use of the Site. YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF, AND AGREEMENT TO FOLLOW AND BE BOUND BY, THESE TERMS OF USE AND THE PRIVACY POLICY, EACH OF WHICH CONSTITUTES A LEGAL, BINDING AGREEMENT BETWEEN YOU AND THE COMPANY. IF YOU DO NOT AGREE TO AND ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THE TERMS OF USE AND THE PRIVACY POLICY, PLEASE EXIT THE SITE.

By entering and using the Site, you acknowledge and agree that the Site will only be construed and evaluated according to United States law. If you use this Site from other locations, you are responsible for complying with any and all applicable laws. Any and all information contained within the Site, including but not limited to information regarding the Company's products, applies only to those products provided or offered within the United States.

THESE TERMS OF USE INCLUDE MANDATORY ARBITRATION AND CLASS ACTION WAIVERS. PLEASE SEE SECTION 11.

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1. Intellectual Property

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2. Claims of Copyright Infringement

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3. Your Use of the Site

The following terms apply to your use of the Site:

(a) Use and Security

You are responsible for all of your usage of the Site and all other activities relating thereto. If you become aware of any breach of security relating to the Site, you must alert the Company immediately by written notice to info@sproutpharma.com.

(b) Feedback

The Company welcomes your comments and suggestions about the Site and the Company's products and services ("Feedback"), but the Company does not wish for you to submit any confidential or proprietary ideas, suggestions, materials, or other information. Except as expressly set forth in the Privacy Policy, any communication or material you send to us by any means including through the Site, email or otherwise, is and will be non-confidential. The Company shall exclusively own and be free to use all ideas, suggestions, inventions, know-how and techniques contained in such communication for any purpose, including invention, development, manufacturing, and marketing products. You grant to us, our successors, affiliates, representatives and agents a perpetual, royalty-free, fully paid-up, irrevocable, transferable, worldwide right and license to use, transmit, copy, reproduce, publicly display or perform, create derivative works of, or otherwise use such Feedback, without compensation, acknowledgement or notice to you. You also represent and warrant to us that you have the necessary permissions and rights to provide such Feedback to us.

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4. Privacy

Any information, including personal information, that you submit to the Site will be used by the Company in accordance with the [Privacy Policy](#) as posted.

5. Links to Third Party Websites

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YOUR USE OF THIS SITE AND/OR ANY OF THE CONTENT AVAILABLE THROUGH THE SITE IS AT YOUR OWN RISK. IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR IN

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. Assumption of Risk; Waiver

YOU ASSUME ALL RESPONSIBILITY AND RISK OF DAMAGE, INJURY, OR OTHER LOSS RESULTING FROM YOUR USE AND/OR RELIANCE ON THE SITE AND/OR THE CONTENT CONTAINED ON THE SITE. YOU HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE THE COMPANY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, LIABILITIES, OR OTHER OBLIGATIONS RESULTING FROM OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR RELIANCE ON THE SITE OR THE CONTENT CONTAINED ON THE SITE.

9. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (a) your use of the Site, (b) your violation of any rights of any other company or person in connection with this Site, or (c) your violation of the Terms of Use, the Privacy Policy or applicable law.

10. Waiver; Severability; Entire Agreement

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision in these Terms of Use is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall remain effective to the fullest extent permitted by applicable law.

These Terms of Use and the Privacy Policy, each as may be amended from time to time, constitute the sole and entire agreement between you and the Company with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Site. Neither the course of conduct between us nor trade practice shall act to modify these Terms.

11. Mandatory Arbitration / No Class Relief

To the fullest extent permissible by law, with the exception of disputes pertaining to the Company's intellectual property rights, ANY DISPUTE BETWEEN YOU AND COMPANY RELATING TO YOUR USE OF THIS SITE SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH **BINDING ARBITRATION** ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH **NO CLASS RELIEF**.

This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

12. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE PRIVACY POLICY, OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

13. Changes to these Terms of Use

The Company reserves the right to revise these Terms of Use at any time and for any reason. All changes are effective immediately when posted. The modified Terms of Use will become effective immediately after the Company posts them on the Site. You agree that you will check the Site frequently for updates. By entering the Site, you acknowledge and agree that you shall be bound by any such revisions. If you do not agree to the modified Terms of Use, you are not authorized to access or use the Site and you will immediately stop accessing and using the Site.

14. Modification of the Site

The Company reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Site, any part of the Site from time to time, any or all Content on the Site, or any services provided on the Site, for any or no reason and without notice. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site. The Company may change the information and materials on the Site from time to time at its sole discretion. The Company may restrict access to some or all of the Site to website visitors.

15. Electronic Communications

When you visit the Site or send e-mails to the Company, you are communicating with the Company electronically. You consent to receive communications from the Company electronically. The Company will communicate with you by e-mail or by posting notices on the Site. For contractual purposes, you agree that all agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications be in writing.

16. Support; Questions; Comments

To report any technical problems with the Site (such as links that do not connect or downtime) or if you have any other questions or comments about the Site, please notify us at info@sproutpharma.com.

17. Void Where Prohibited

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