



## **Terms & Conditions of Use**

*These Terms & Conditions of Use were last updated on November 15, 2018.*

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Unless otherwise stated in these Terms of Use, all references to "the Company" include Sprout Pharmaceuticals Canada, Ltd., and all of its affiliates.

By entering and using the Site, you acknowledge and agree that the Site will only be construed and evaluated according to applicable Canadian 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 Canada.

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## 1. Intellectual Property

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## **2. Claims of Copyright Infringement**

If you are a copyright owner and believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide us with notification containing the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work or works claimed to have been infringed; (c) identification of the material that you claim is infringing and a description of where the material that you claim is infringing is located on the Site; (d) your name, address, telephone number, and e-mail address; (e) a written statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply substantially with these requirements will not be considered sufficient notice and will not be deemed to confer on the Company actual knowledge of infringing activity or knowledge of facts or circumstances from which infringing activity is apparent. You must send the written notification to Sprout Pharmaceuticals, Inc., Attn: Chief Financial Officer as follows:

By Mail:  
Sprout Pharmaceuticals, Inc.  
4208 Six Forks Road, Suite 1010  
Raleigh, NC 27609

Or

By E-Mail:  
[info@sproutpharma.com](mailto:info@sproutpharma.com)

## **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 [canadainfo@sproutpharma.com](mailto:canadainfo@sproutpharma.com)

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## **(b) User Submissions**

The Company welcomes your comments and suggestions about the Site and the Company's products and services, 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 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. By sending, providing or submitting any such materials to us, you grant us a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all of such materials. Further, you waive all moral rights in and to such materials in favour of the Company.

## **(c) Prohibited Uses**

You may use the Site only for lawful purposes in accordance with these Terms of Use. You agree not to use the Site: (a) in any way that violates any applicable federal, state, provincial/territorial, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US, Canada, or other countries); (b) to post or transmit any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or regulation; (c) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise; (d) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with the section of these Terms of Use entitled "Intellectual Property"; (e) to transmit, or procure the sending of, any advertising, commercial, or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; (f) to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); (g) to engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability, or (h) to interfere with the proper working of the Site.

You further agree not to: (a) use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site; (b) use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site; (c) use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent; (d) use any device, software, or routine that interferes with the proper working of the Site; (e) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (f) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site; (g) attack the Site via a denial-of-service

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attack or a distributed denial-of-service attack; or (h) otherwise attempt to interfere with the proper working of the Site.

#### **4. Privacy**

Any personal information, that you submit to the Site will be used and potentially disclosed by the Company in accordance with the Privacy Policy as posted. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### **5. Links to Third Party Websites**

The Site **may contain** links to other websites that are not operated by the Company. These links, including, but not limited to, banner advertisements and sponsored links, are provided to you only as a convenience. Such linked sites are not under the control of the Company and the Company is not responsible for their content or any actions taken by the operators of such other sites. The inclusion of any link on the Site is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. Should you choose to access or use any of the third-party websites linked to this Site, you do so entirely at your own risk and are subject to the terms and conditions of use applicable to the websites.

#### **6. Disclaimer of Warranties**

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## **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, AND ITS 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**

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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 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.

#### **11. Mandatory Arbitration / No Class Relief**

This clause applies to the fullest extent permissible by law, and does not apply to individuals resident in the province of Quebec where prohibited by the Quebec Consumer Protection Act. 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 United States Federal Arbitration Act.

#### **12. Limitation on Time to File Claims**

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, 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 the Terms of Use**

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The Company reserves the right to revise the 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.

#### **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, 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 both guests and users.

#### **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 may communicate with you by e-mail or by posting notices on the Site. 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 [canadainfo@sproutpharma.com](mailto:canadainfo@sproutpharma.com)

#### **17. Void Where Prohibited**

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