



Website Terms & Conditions of Use

These Website Terms & Conditions of Use were last updated on October 11, 2024.

Sprout Pharmaceuticals, Inc. (the "Company", "we", "us", "our") offers the <https://sproutpharmaceuticals.com/> site and any other website that links to these Website Terms & Conditions of Use (each a "Site" and collectively, the "Site"). These Website Terms & Conditions of Use (the "Terms of Use") apply to your use of the Site together with our Privacy Policy and Consumer Health Data Privacy Policy, which are both incorporated herein by reference, and 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, THESE TERMS OF USE INCLUDING THE INCORPORATED PRIVACY POLICIES, 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 12.

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1. Intellectual Property

As between you and the Company, the Company and its licensors own the Site and all of the content on the Site, including, without limitation, all displays, text, images, graphics, interfaces, functionalities, photographs, video clips, audio clips, designs, icons, wallpaper, characters, artwork, sounds, information, software, data, data compilations, and other materials, and all HTML design, "look and feel", selection, arrangement, layouts, design, organization, configurations, computer generated imagery or "CGI", and other code and scripts in any format used to implement the Site (collectively, the "Content"), all of which may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Unless otherwise indicated on the Site, you may use the Content available on the Site only for your own non-commercial, information purposes if you are a consumer as well as for your own internal business and information purposes if you are on the Site in your role as a healthcare provider, and you may, subject to any stated restrictions or limitations, print a single copy of a limited amount of Content solely for these purposes, if the copy bears all copyright and other intellectual property and proprietary notices displayed on such Site.

If you are a researcher or health care provider interested in conducting additional research with our products, please complete the Investigator Sponsored Study Concept Form available at [Investigator Sponsored Studies — Sprout Pharmaceuticals](#) and submit to medicalaffairs.com@sproutpharma.com.

Except as expressly authorized by these Terms of Use, you may not reproduce, distribute, publish, download, transmit, modify, create derivative works from, publicly display, publicly perform, or in any way use or exploit, any of the Content, in whole or in part, without the Company's prior written consent, provided that (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (b) you may store files that are automatically cached by your Web browser for display enhancement purposes; and (c) if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

Further, you are prohibited from (i) framing pages or parts of pages on the Site and deep linking to pages in the Site; (ii) using our proprietary trademarks, service marks, or trade names, or any Content, as or in any meta tags or any other "hidden text" techniques or technologies; (iii) modifying or changing copies of any materials from the Site; and (iv) removing, obscuring, deleting or altering any copyright, trademark, or other proprietary rights notices from copies of materials from the Site. You may not rent, lease, lend, sell, sublicense, assign, publish, transfer, or otherwise make available the Site, or any Content, to any third party for any reason, including, without limitation, by making the Site available on a network where it is capable of being accessed by more than one device at a time.

The Company owns or licenses all trademarks, service marks, and trade names on the Site, unless indicated otherwise on the Site. You may not use these marks without the Company's prior express written permission other than to identify the Company as the owner of the marks or source of a branded product.

Except as expressly provided above in this Section 1, the Company is not granting you any rights to use Content or a license under any copyright, trademark, service mark, patent, or other intellectual property or proprietary right in any Content. Nothing in these Terms of Use will be interpreted as conferring by implication, estoppel, or otherwise any license or right under any copyright, trademark, service mark, patent or other proprietary, intellectual, or other right of the Company or any third party. You obtain no rights in the products, processes, or technology described on this Site by accessing or using the Site. The Company and any third-party owners retain all of those rights.

If you wish to make any use of Content other than as authorized in this Section 1, please contact us at the following e-mail address: info@sproutpharma.com.

If you print, copy, modify, download, or otherwise use or exploit any part of the Site in breach of the Terms of Use, or provide any other person or entity with access to any part of the Site in breach of the Terms of Use, your right to use the Site will immediately cease, and you must, at our option, return or destroy any copies of materials from or related to the Site which you have created or to which you have contributed. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other applicable laws.

2. Claims of Copyright Infringement

If you believe your copyright or other intellectual property has been violated by content accessible via the Site, please contact us by email at 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 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 below in the "Privacy" section, 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.

(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:

(i) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

(ii) to post or transmit any misinformation, or infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane

information or 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;

(iii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;

(iv) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with Section 1 of these Terms of Use entitled "Intellectual Property";

(v) 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;

(vi) 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);

(vii) 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

(viii) to interfere with the proper working of the Site.

You further agree not to: (1) 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; (2) 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; (3) 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; (4) use any device, software, or routine that interferes with the proper working of the Site; (5) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (6) 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; (7) attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or (8) otherwise attempt to interfere with the proper working of the Site.

You will not use the Site to violate any applicable law, rule, or regulation and you will not encourage or enable others to violate any applicable law, rule, or regulation.

4. No Medical Advice

The information posted here by the Company or any third party should not be considered medical advice, and is not intended to replace consultation with a qualified medical professional. The Company does not answer specific medical questions or diagnose medical conditions. If you desire or need medical services or advice, you should promptly consult a physician or professional health care provider. We do offer consumers the ability to consult a telehealth professional from a link accessible on <https://addyi.com>, but you will see that accessing the link redirects you to an independent third party provider, which is not part of the Company.

5. Privacy

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

6. Links to Third Party Websites

The Site **may contain** links to other websites that are not operated by the Company. These links, including, without limitation, 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.

7. Disclaimer of Warranties

THE COMPANY MAKES NO GUARANTEES, WARRANTIES, OR REPRESENTATIONS AS TO THE TIMELINESS, QUALITY, COMPLETENESS, RELIABILITY, ACCURACY, OPERABILITY, AND/OR AVAILABILITY OF ANY OF THE INFORMATION, MATERIALS, OR OTHER CONTENT ON THE SITE, AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SUCH INFORMATION, MATERIALS, OR OTHER CONTENT. ANY OPINIONS, RECOMMENDATIONS, VIEWS, OR OTHER STATEMENTS SHOULD NOT BE RELIED ON AS FACTS. **THE CONTENT OF THE SITE IS PROVIDED AS A GENERAL INFORMATION SOURCE AND YOU CHOOSE IN YOUR DISCRETION HOW TO USE THE INFORMATION FOR YOURSELF. THE COMPANY IS NOT PROVIDING MEDICAL OR SIMILAR PROFESSIONAL SERVICES OR ADVICE THROUGH THE SITE, AND THE INFORMATION ON THE SITE AND THESE TERMS OF USE ARE NOT INTENDED TO, AND SHOULD NOT, REPLACE MEDICAL ADVICE PROVIDED BY A PHYSICIAN OR HEALTHCARE PROVIDER.**

THE SITE MAY BE UNAVAILABLE FROM TIME TO TIME. THE SITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. THE COMPANY DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, FAILURE TO UPDATE, MIS-DELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL ON THE SITE. THE COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE SITE WILL BE ERROR-FREE OR VIRUS-FREE OR THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED. THE COMPANY AND ITS CONTENT PROVIDERS CANNOT AND DO NOT WARRANT OR GUARANTEE AGAINST ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS, OR LOSSES, INCLUDING LOSS OF DATA.

ALL CONTENT CONTAINED ON THIS SITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE AND WARRANTIES FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AS WELL AS ANY WARRANTIES WITH RESPECT TO (A) THE PERFORMANCE, FUNCTIONALITY, RELIABILITY, CONTINUOUS AVAILABILITY, SECURITY, OR OPERATION OF THE SITE; (B) THE ACCURACY, CURRENCY, COMPLETENESS, VALIDITY, OR RELIABILITY OF THE INFORMATION OR OTHER CONTENT ON THE SITE; AND/OR (C) THE ABSENCE OF VIRUSES OR OTHER HARMFUL CODE ON THE SITE.

IF YOU DOWNLOAD OR OTHERWISE OBTAIN ANY MATERIAL FROM THE SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY CLAIMS, INCLUDING ANY DAMAGES TO YOUR COMPUTING SYSTEM OR ANY LOSS OF DATA THAT RESULTS IN CONNECTION WITH SUCH MATERIAL OR CONTENT. YOU ASSUME ALL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED

UNDER APPLICABLE LAW.

PLEASE NOTE: THESE TERMS OF USE APPLY TO THE SITE. IF YOU OBTAIN A PRODUCT ADVERTISED ON THE SITE THROUGH YOUR HEALTHCARE PROFESSIONAL, THAT PRODUCT WILL BE ACCOMPANIED BY SEPARATE PRODUCT-SPECIFIC TERMS.

8. Limitations of Liability

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 CONNECTION WITH (A) YOUR ACCESS OR USE OF THE SITE; (B) ANY COMMUNICATIONS SENT TO YOU VIA THE SITE OR OTHERWISE FROM THE COMPANY, OR ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH INFORMATION; (C) THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO OR FROM THE COMPANY; OR (D) INCONVENIENCE, DELAY, OR LOSS OF USE OF THE SITE OR ANY SERVICE; OR (E) ANY RELIANCE YOU PLACE ON INFORMATION PROVIDED ON THE SITE. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

9. 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. IF YOU HAVE QUESTIONS ABOUT YOUR HEALTH, A MEDICAL CONDITION, HEALTHCARE, OR USING A PRESCRIPTION PRODUCT, PLEASE CONSULT YOUR HEALTHCARE PROVIDER; INFORMATION ON THE SITE IS NOT INTENDED AND DOES NOT SUBSTITUTE FOR ADVICE FROM A MEDICAL PROFESSIONAL. 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.

10. 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, the Consumer Health Data Privacy Policy or applicable law.

11. 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 and Consumer Health Data 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 of Use.

If you are on our dispenseaddy.com or purchasing website restricted to healthcare providers, that Site is also subject to additional terms around direct purchases of our product in addition to these Terms of Use.

12. 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 ARISING OUT OF OR RELATING TO YOUR USE OF THIS SITE SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH **BINDING ARBITRATION** ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES ON AN INDIVIDUAL BASIS WITH **NO CLASS RELIEF**. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Wake County, North Carolina. The arbitration shall be governed by the laws of the State of North Carolina.

This Section 12 shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

13. 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, THE CONSUMER HEALTH DATA 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.

14. 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.

15. 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 or products advertised 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.

For clarity, subject to any applicable laws, we also reserve all rights to modify our products, their packaging, and advertising for our products. Where any pricing information is reflected on a Site, we may change or update pricing at any time, with or without prior notice, and correct any pricing errors at any time.

16. 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 in relation to the Site 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.

17. 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.

18. Void Where Prohibited

The Site is operated out of the United States. Some of the functions, features, or other Content mentioned on the Site may not be available to all persons or in all geographic locations or jurisdictions. Further, the Company makes no claims that the Site or any of its Content is appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries, and such access is prohibited. If you access the Site from outside the United States, you do so on your own initiative and at your own risk, and are responsible for compliance with all local laws.

The Company reserves the right, in its sole discretion, to limit the availability of the Site, including any Content, to any person, geographic area, or jurisdiction at any time. Company products may not be available to everyone in every location from which a Site is accessed, even if you can review information regarding the product online from where you reside.