



Privacy Policy

Terms & Conditions



Privacy Policy

This Privacy Policy was last updated on October 17, 2018.

Sprout Pharmaceuticals, Inc. (the "Company") created this official privacy policy (the "Privacy Policy") to set forth its privacy practices for righttodesire.com (the "Site"). The Company respects your privacy and is committed to protecting it through compliance with this policy. By using the Site, you agree to all of the terms and conditions of the Privacy Policy. Please be sure to read this entire Privacy Policy before using the Site or submitting information to the Site. If you disagree with or do not accept any part of the Privacy Policy, do not use the Site or submit any information to the Site.

The Privacy Policy is a part of, and subject to, the Site's Terms of Use. The Privacy Policy and the Terms of Use are legally binding on all users of the Site.

The Privacy Policy describes the types of information we may collect from you or that you may provide when you visit the Site, and our practices for collecting, using, maintaining, protecting, and disclosing that information. The Privacy Policy details our commitment to your privacy, including:

- (1) the types of information the Company collects and how it collects this information;**
- (2) how the Company uses and may disclose the information it collects;**
- (3) the measures the Company takes to secure and protect the information it collects;**
- (4) how the Company secures and protects Personal Information;**
- (5) and how you can contact the Company.**

The Privacy Policy applies to information we collect: (a) on the Site; (b) in email and other electronic messages between you and the Site; and (c) through any mobile and desktop applications you download from the Site.

The Privacy Policy does not apply to information collected by: (a) the Company through any other means, including on any other website owned or operated by the Company or information collected offline; or (b) any third party including through any third-party application or content, including advertising, that may link to or be accessible from, or on, the Site.

1. Collection of Information

(a) Active Collection of Personal Information

The Company may collect information you provide in connection with your access to and use of the Site. This includes, but is not limited to, any comments, suggestions, or other information that you provide on, through, or relating to the Site, and/or that relates to the Company's

products or the Company. This also includes records and copies of correspondence, including personal and contact information, that you generate if you contact us or provide if you would like us to contact you; responses to surveys that we may ask you to fill out for research and marketing purposes; and your search queries. This information is necessary for the adequate performance of contracts between you and us, if any, to enable us to comply with legal obligations, and given our legitimate interest in being able to provide and improve the functionalities of the Site.

(b) Passive Collection of Information through Tracking Technology

The Site uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”) to help analyze how users use the Site. Google Analytics uses “cookies” and other tracking technology to collect aggregate data (“Aggregate Data”) from your visits to the Site. Cookies are text files the Site places in your computer’s browser to store your preferences. Cookies do not cause damage to your computer system or files. Only the website that transferred a particular cookie to you can read, modify, or delete such cookie. Your browser should allow you to delete existing cookies, decline cookies, or give you the choice of declining or accepting cookies. Your personal information will not be extracted from the cookies. To learn more about the privacy policy of Google Analytics, refer to [Google's Policies and Principles](#). Use the [Google Analytics Opt-out Browser Add-on](#) to prevent analytics information from being sent to Google Analytics. The Company stores any Aggregate Data we collect from you in aggregate form. The Company is not able to identify any particular user or individual from the Aggregate Data. The Company uses the Aggregate Data it collects in a variety of ways, including but not limited to keeping count of your return visits to the Site, accumulating and reporting aggregate statistical information regarding the Site, and determining which features users prefer.

In addition to Google Analytics, we may also use automatically-collected information that helps us to customize the Site to match our users’ individual interests and recognize returning users, estimate the number of website-users and their usage patterns, and increase the speed of our users’ searches. We may use the below tools to collect this data:

- “Pixel tags,” “web beacons,” “clear GIFs,” or similar means (collectively, “Pixel Tags”). We use these small electronic files to compile aggregate statistics about Site usage and response rates. Pixel Tags allow the Company to count the number of users who have visited certain pages of the Site, to deliver branded services, and to help the Company determine the effectiveness of its promotional or advertising campaigns as well as the effectiveness of the Site itself. When Pixel Tags are used in HTML-formatted email messages, they can tell the sender whether and when the email has been opened.
- Referrers and your Internet Protocol (IP) Address. Referrers are small files containing information your web browser passes to the Company’s web server that references the URL which you used to access the Site. Your IP address is the number used by computers on the network to identify your computer so that you can receive data.

- Environmental variables. Environmental variables include, but are not limited to, the domain from which you access the Internet, the time you accessed the Site, the type of web browser, operating system, and platform your computer uses, the Internet address of the previous website you visited before entering the Site, the names of the pages you visit while at the Site, and the next Internet website you visit after leaving the Site.

(c) Other Sources

To the extent permitted by applicable law, the Company may receive additional information about you, such as demographic data or fraud detection information, from third party service providers and/or partners, and combine it with information we have about you. For example, the Company may receive background check results (with your consent where required) or fraud warnings from service providers like identity verification services for our fraud prevention and risk assessment efforts.

2. How We Use and Disclose Information

The Company may use and/or disclose your information (including your Personal Information) as follows:

(a) Your Consent. Where you have provided consent, we may share your information, including personal information, as described at the time of consent.

(b) Our Business Purposes. We may use your information for the Company's everyday business purposes such as to (1) provide products and/or services to you including through our subsidiaries and affiliates, (2) communicate updates, promotions, or news about the Company, its products, or events through e-mail or direct mail, (3) market our products and services, (4) monitor and conduct reviews of the Company's products and offers, (5) help the Company improve its current products or develop new products, (6) collect demographic and geographic information about the users of the Site and its products, (7) communicate administrative or legislative related information, and (8) fulfill any other purpose for which you provide the information.

(c) Service Providers. The Company uses a variety of third party service providers to help us provide services related to the Site and our products and services. Service providers may be located inside or outside of the United States or the European Economic Area ("EEA"). These providers have limited access to your information to perform tasks on our behalf, such as website and software optimization, and are contractually bound to protect and to use it only for the purposes for which it was disclosed and consistent with this Privacy Policy. The Company will need to share your information, including personal information, in order to ensure the adequate performance of any contract with you and given our legitimate interest in being able to provide and improve the functionalities of the Site.

(d) Business Transactions. The Company reserves the right to transfer any information collected, including personal information, in the event of a transfer of ownership, assets, securities, or bankruptcy involving the Company and in connection with Company business transactions such as buying or selling subsidiaries or engaging in joint ventures with third parties; provided, however, the Company will use reasonable efforts to notify you before your personal information is transferred and becomes subject to a different privacy policy.

(e) Compliance with Law. The Company may disclose your information, including personal information, to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or if such disclosure is reasonably necessary: (i) to comply with our legal obligations; (ii) to comply with legal process and/or to respond to claims asserted against the Company; (iii) to respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability; (iv) to enforce and administer our Terms of Use; or (v) to protect the rights, property, or personal safety of the Company, its employees, or members of the public.

Where appropriate, we may notify you about legal requests unless: (i) providing notice is prohibited by the legal process itself, by court order, or by applicable law; or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud or other liability upon the Company.

(f) Subsidiaries and Affiliates; Third Parties. We may disclose your information to the Company's subsidiaries and other affiliates. Further, to the extent you have consented or not opted out, we may release your information to third parties to market their products or services to you. We require these third parties to keep your information confidential and use it only for the purposes for which we disclose it to them.

(g) Aggregated Data. The Company may share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and other anonymized information for regulatory compliance, industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

(h) Compliance with Terms of Use. We may disclose Personal Information in order to enforce our Terms of Use and any other agreements.

3. Your Responsibilities and Choices

(a) User Generated Content Functions

This Site may allow you to submit your own content to the Site through various Site functions. Any content that you submit to or for use on the Site may become public information. You should exercise caution if any content you submit includes any information about yourself or others, including any personal information. The Company is not responsible for the results of such submissions and it cannot prevent such information from being used by third parties in a manner that may violate this Privacy Policy, the law, or your personal privacy and safety. By submitting any User Content to the Site, you signify your acceptance of, and agreement to follow and be bound by, the Terms of Use and the Privacy Policy.

(b) Accuracy and Confidentiality

It is your responsibility to provide current, complete, truthful, and accurate information, and to keep such information up to date. The Company cannot and will not be responsible for any liability or other problems that may arise from your failure to enter current, complete, truthful, and/or accurate information, or your failure to update such information. You, not the Company, are solely responsible and liable for your activity, behavior, use, and conduct on the Site or any other activity or conduct in connection with the Site. Any submission of information by you does not guarantee that the Company will permit you to use any or all of the features or functions of the Site.

(c) Communication with Users; Opt-Outs; Attempted Fraud

The Company may contact users who have entered personal information in connection with the Site. You may “opt out” of receiving marketing and promotional emails by following the opt-out procedure described in each email the Company sends. However, even if you opt out of receiving marketing and promotional emails, the Company may continue to email you for administrative or informational purposes, including follow-up messages regarding any content you have submitted to the Site.

You may also set your internet browser to disable or refuse some or all browser cookies, to alert you when cookies are being set, and to delete some or all cookies once received. However, if you disable or refuse cookies, some parts of the Site may not function properly.

The Company does not and will not send you emails asking you to provide or confirm sensitive personal information. A technique known as “phishing” attempts to steal personal identity data and financial account credentials from consumers. “Phishers” use “spoofed” emails to lead consumers to sham websites which trick recipients into divulging personal information including credit card numbers, account usernames, passwords, and social security numbers. If you receive such an email communication purporting to be from rightttodesire.com, please forward it immediately to info@sproutpharma.com and then delete it from your computer.

4. Third-Party Websites

The Site may provide links to third-party websites. These websites operate independently from the Company and may have their own privacy policies or statements. We encourage you to review the privacy policy of any third-party website or resource before using it. You accept sole responsibility for and assume all risk arising from your use of any such websites or resources.

5. Security and Protection of Personal Information

The Company does not sell, rent, or trade any personal information you provide to the Company, nor does it disclose any such personal information to any third parties outside the Company except as specified under this Privacy Policy and except in those specific instances when a user gives the Company specific permission to do so. The Company does not sell, lease, or rent any email lists to third parties.

The Company uses firewalls and physical controls to maintain security and confidentiality on the Site to protect against unauthorized disclosures, use, alteration, or destruction of the information you provide to the Site. The Company limits access to the databases containing information to its key personnel. However, the security of your Personal Information also depends on you. The Company cannot guarantee the security of Personal Information, and, therefore, any transmission of Personal Information is at your own risk. We also cannot guarantee that information you provide to us over the Internet will not be intercepted.

6. Access to Personal Information; Company Rights

(a) Your Personal Information

Access to the Information you provided to the Site may be accessible for a limited period of time from the point of collection.

(b) The Company's Rights

The Company reserves the right to deny access and/or use privileges to any user, including without limitation, of any services, features, or functions of the Site if there is a question regarding the identity of the person accessing or attempting to access any services, features, or functions.

7. Your Rights

If you have any questions, requests, or concerns related to this Privacy Policy or would like to exercise any of the rights described in this section, you may contact us by emailing us at info@sproutpharma.com or by writing to us at the following address:

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

(a) Managing Your Information. You have the right to subscribe or unsubscribe to content from the Company.

(b) Correction of Inaccurate or Incomplete Information. You have the right to ask the Company to correct inaccurate or incomplete personal information concerning you.

(c) Data Access and Portability. In some jurisdictions, applicable law may entitle you to request copies of your personal information held by the Company. You may also be entitled to request copies of personal information that you have provided to us in a structured, commonly used, and machine-readable format and/or request us to transmit this information to another service provider (where technically feasible).

(d) Data Retention and Erasure. The Company generally retains your personal information for as long as is necessary for the performance of contracts between you and us, if any, for our legitimate business interests, or to comply with our legal obligations. If you no longer want the Company to use your information, you can request that we erase your personal information. Please note that if you request the erasure of your personal information:

- We may retain some of your personal information as necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety.
- We may retain and use your personal information to the extent necessary to comply with our legal obligations.
- Some copies of your information (e.g., log records) may remain in our database, but are disassociated from personal identifiers.
- Residual copies of your personal information may not be removed from our backup systems for a limited period of time.

(e) Withdrawing Consent and Restriction of Processing. Where you have provided your consent to the processing of your personal information by the Company you may withdraw your consent at any time by sending a communication to the Company specifying which consent you are withdrawing. Please note that the withdrawal of your consent does not affect the lawfulness of any processing activities based on such consent before its withdrawal. Additionally, in some jurisdictions, applicable law may give you the right to limit the ways in which we use your personal information, in particular where (i) you contest the accuracy of your personal information; (ii) the processing of your personal information is unlawful and you oppose the erasure of such information; (iii) we no longer need your personal information for

the purposes of the processing, but you require the information for the establishment, exercise or defense of legal claims; or (iv) you have objected to the processing and a determination of whether the legitimate grounds of the Company override your own is pending.

(f) Objection to Processing. In some jurisdictions, applicable law may entitle you to require the Company not to process your personal information for certain specific purposes (including profiling) where such processing is based on legitimate interest. If you object to such processing, the Company will no longer process your personal information for these purposes unless we can demonstrate compelling legitimate grounds for such processing or such processing is required for the establishment, exercise or defense of legal claims.

Where your personal information is processed for direct marketing purposes, you may, at any time, ask the Company to cease processing your data for these direct marketing purposes.

(g) Lodging Complaints. You have the right to lodge complaints about the data processing activities carried out by the Company before the competent data protection authorities.

8. Notification of Changes

The Company reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Privacy Policy at any time by updating this posting without advance notice to you. You agree that the Company may notify you of material changes to this policy by indicating the date of the most recent update at the top of the policy, and that you will check the Site frequently for updates. If at any point the Company decides to use your information in a manner different from that stated at the time it was collected, the Company will notify you and you will be given a choice as to whether the Company may use this information in the new manner.

9. Tracking

At this time, the Site does not respond to web browser “do not track” signals. We may add this functionality in the future, and if we do, we will update this Privacy Policy to let you know.

10. Children’s Privacy

We are committed to protecting the privacy of children. We do not knowingly collect personal information from children under the age of 18.

11. Operating Globally

(a) General

To facilitate our global operations, the Company may transfer, store, and process your information within the Company or with service providers based in Europe, India, Asia-Pacific, and/or North and South America. Laws in these countries may differ from the laws applicable to your Country of Residence. For example, information collected within the EEA may be transferred, stored, and processed outside of the EEA for the purposes described in this Privacy Policy. Where we transfer, store, and process your personal information outside of the EEA we have ensured that appropriate safeguards are in place to ensure an adequate level of data protection.

In some jurisdictions you may contact your European Data Protection Authority or Commission.

(b) For California Customers Only

California Civil Code Section 1798.83 requires certain California businesses to disclose, upon a customer's written request, (a) a list of the kinds of personal information that the business has disclosed to third parties for direct marketing purposes during the preceding calendar year, and (b) the names and addresses of all of the third parties that received personal information from the business for direct marketing purposes during the preceding calendar year. Businesses must respond to such requests within thirty (30) days, but they are only obligated to respond to one request from a customer in a calendar year.

If you are a current customer in California, you may request this disclosure by sending an e-mail request to info@sproutpharma.com listing your name, address, and e-mail address. You must also specifically indicate the nature of your request by including the following language or language substantially similar to it: "I request that you send me your third-party information sharing disclosures as required by California Civil Code Section 1798.83." Alternatively, you may mail your request to the following address:

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

(c) For California and Vermont Customers

The Company will not share information it collects about you with its affiliates or third parties (both financial and non-financial), except as required or permitted by your state's law.

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Terms & Conditions of Use

These Terms & Conditions of Use were last updated on October 17, 2018.

Welcome to righttodesire.com (the “Site”), maintained by Sprout Pharmaceuticals, Inc. These Terms and Conditions of Use (the “Terms of Use”) and the righttodesire.com Privacy Policy (the “Privacy Policy”), which are 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.

Unless otherwise stated in these Terms of Use, all references to “the Company” include Sprout Pharmaceuticals, Inc. 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 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.

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1. Intellectual Property

The Company owns the Site and owns or has the right to use all of the content on the Site, including all displays, text, images, graphics, functionalities, photographs, video clips, audio clips, designs, icons, wallpaper, characters, artwork, sounds, information, software, data, and other materials, and all HTML design, selection, arrangement, layouts, configurations, CGI, and other code and scripts in any format used to implement the Site (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.

Absent the Company’s express written permission as to particular Content on the Site, you may use the Content only for personal, noncommercial, informational purposes, 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 the web page. 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 (a) framing pages or parts of pages on the Site and deep linking to pages in the Site, (b) 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, (c) modifying or changing copies of any materials from the Site, and (d) deleting or altering any copyright, trademark, or other proprietary rights notices from copies of materials from the Site.

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.

Except as expressly provided above, the Company is not granting you a license under any copyright, trademark, service mark, patent, or other intellectual property or proprietary right in any Content, and 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, 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

The Company responds to claims of copyright infringement in accordance with the Digital Millennium Copyright Act ("DMCA"). 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, under penalty of perjury, 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

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) 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 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.

(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, 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); (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 personally identifiable 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 "Ownership of Content and 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 attack or a distributed denial-of-service attack; or (h) otherwise attempt to interfere with the proper working of the Site.

4. Privacy

Any information, including personally identifiable 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

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. The Company is not providing medical or similar professional services or advice through the Site, and the information set forth herein or therein is not intended to, and should not, replace medical advice provided by your physician.

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, misdelivery, 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.

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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.

7. 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 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, 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

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

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 the Terms of Use

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 will 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 info@sproutpharma.com.

17. For California Customers Only

California Civil Code Section 1798.83 requires certain California businesses to disclose, upon a customer's written request, (a) a list of the kinds of personal information that the business has disclosed to third parties for direct marketing purposes during the preceding calendar year, and (b) the names and addresses of all of the third parties that received personal information from the business for direct marketing purposes during the preceding calendar year. Businesses must respond to such requests within thirty (30) days, but they are only obligated to respond to one request from a customer in a calendar year.

If you are a current customer in California, you may request this disclosure by sending an e-mail request to info@sproutpharma.com, listing your name, address, and e-mail address. You must also specifically indicate the nature of your request by including the following language or language substantially similar to it: "I request that you send me your third-party information sharing disclosures as required by California Civil Code Section 1798.83." Alternatively, you may mail your request to the following address:

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

18. For California and Vermont Customers

The Company will not share information it collects about you with its affiliates or third parties (both financial and non-financial), except as required or permitted by your state's law.

19. Void Where Prohibited

The Site is accessible anywhere in the world. However, 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. 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.

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