



Terms & Conditions of Use

These Terms & Conditions of Use were last updated on May 16, 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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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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