

BRECKENRIDGE PHARMACEUTICAL, INC. TERMS OF USE

Breckenridge Pharmaceutical, Inc. (“BPI”) operates certain websites (“Website”) for personal information and education purposes. By visiting our Website, or by registering as a user of the on-line services that we provide, you agree to these Terms of Use and to our [Privacy Policy](#), as they may be amended from time to time. If you do not agree to the Terms of Use, do not enter the Website. BPI (“we”, “us”, “our”) means our entire company, including our United States affiliates, subsidiaries and related companies.

Use of Website and Intellectual Property

All documents, text, graphics, photos, interactive features, presentations, materials, or such other informational materials in all forms on this Website (“Website Information”) are the property of BPI unless otherwise indicated. You may view, print or download one copy of Website Information (except for third party materials identified as such) solely for your personal, informational, non-commercial use, provided you keep all copyright and other proprietary notices intact. You may not otherwise, in whole or in part, copy, reproduce, modify, republish, upload, post, transmit or distribute in any form, or create any derivative work based on such Website Information, without BPI’s prior written permission. No links to our Website may be included in a third party website without our prior written permission.

All product names, whether or not appearing with the trademark symbol, are trademarks of BPI unless otherwise indicated. Except as expressly permitted herein, the use of these trademarks or any Website Materials is expressly prohibited and may be in violation of copyright, trademark and other similar laws. The entire contents of this Website are subject to copyright protection. No license or other right under any patent or trademark of BPI or any third party or to Website Information is granted to you.

Subject to our Privacy Policy, you agree that any material or information you submit through or to the Website will not be deemed confidential or proprietary and permit us to use, disclose, copy, modify, adapt or otherwise publicly display all or any of such material for any purpose whatsoever without restriction. You represent and warrant that you will not submit any material to the Website unless you have the unrestricted right to submit or authorize BPI to use such material, and shall indemnify BPI and hold it harmless against any claim of infringement arising out of such material. We reserve the right, in our discretion, to remove or delete any material you submit through or to the Website without notice to you.

Children

Children under the age of 13 are not the intended audience for the Website.

Third Party Websites

Our Website may contain links to third party websites that are not owned, affiliated or operated by BPI. These links are provided for your information only. We have no control over any third party website and do not endorse, sponsor or recommend your use of such website. We are not responsible for the content of third party websites and shall not be liable for any damages or injury arising from your use of such websites. Accordingly, we recommend that you read the applicable third party terms and privacy policies for more information.

Disclaimer and Limitation of Liability

THE WEBSITE INFORMATION IS PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BPI MAKES NO REPRESENTATIONS AS TO THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THIS WEBSITE OR THAT THIS WEBSITE OR SERVER IS FREE OF VIRUSES OR MALICIOUS CODE. IN NO EVENT WILL BPI AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE TO YOU FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS WEBSITE INCLUDING, WITHOUT

LIMITATION, LOSS OF REVENUES OR PROFITS (WHETHER IN CONTRACT OR TORT), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You agree to defend, indemnify and hold harmless BPI and its officers, directors, employees, and agents, from any and all liability and claims for damages and costs or injury (including attorney's and expert's fees) caused by, or resulting from, your use of and access to the Website, violation of these Terms of Use, any third party's intellectual property rights and/or your negligent acts, willful misconduct or omissions.

Medical Information

This Website may contain medical information. Such information is provided for informational purposes only and is not intended to be a substitute for informed medical advice provided by a doctor or other qualified health care professional. You should consult with a qualified doctor or other health care professional for medical advice or information related to any information on this Website before taking any action.

Privacy

We take the protection of personal information that you provide on our Websites and through other means very seriously. Please refer to BPI's [Privacy Policy](#).

General

This Website and its contents are intended to comply with the laws and regulations in the United States and intended for use only by United States residents. These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of New York, without respect to its conflict of laws principles. Exclusive venue for any disputes arising under these Terms of Use shall be in New York County Courts. BPI reserves the right to modify or delete any part of the Website at any time and without notice to you. BPI reserves the right to terminate your access to the Website, in its sole discretion, for any violation of the Terms of Use and to remove or take down any content posted on the Website in violation, or suspected to be in violation, of the Terms of Use.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website or its applicable content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Website, other websites, or the Internet. We reserve the right to terminate your use of the Website for violating any part of this Section.

Updates to Terms of Use

We reserve the right to modify our Terms of Use at any time so please review the Terms of Use each time you access the Website. Material changes will be indicated on the revised Terms of Use. Any changes will be effective immediately as of the updated revision date indicated below.

Contact Us

Please contact us with any problems, questions or suggestions regarding our Terms of Use at customerservices@BPI.net or BPI, 15 Massirio Drive, Suite 201, Berlin, CT 06037, Attn: Customer Service.

Last updated: June 23, 2023