

## **Terms of Use**

### **1. ACCEPTANCE OF TERMS AND CONDITIONS**

This Terms of Use Agreement governs your use of the website located at [www.probuphinerems.com](http://www.probuphinerems.com) (the "Site") which is owned and operated by Braeburn Pharmaceuticals, Inc. (the "Company," "we," "us" or "our"), and the services offered through the Site, including the Braeburn Access Program ("BAP") and the Probuphine REMS Program (collectively with the Site and the BAP, the "Services"). By accessing, browsing or using the Services or any pages of the Services, you are indicating that you have read and acknowledge and agree to be bound by this Terms of Use Agreement and any additional terms and conditions applicable to certain areas of the Services and posted in those areas of the Services, which are incorporated herein by reference (collectively, "Terms and Conditions"), and the Company's Website Privacy Statement located at <https://www.braeburnpharmaceuticals.com/>. If you do not agree to every provision of these Terms and Conditions and the Company's Website Privacy Statement, please do not access, browse or use the Services.

These Terms and Conditions may be revised at any time for any reason, and we may provide you notice of these changes by any reasonable means, including by posting the revised version of the Terms and Conditions on the Services. You can determine when we last updated these Terms and Conditions by referring to the "Last Updated" legend at the bottom of these Terms and Conditions. By accessing, browsing or using the Services following the posting of changes to these Terms and Conditions, you accept such changes. You agree to use the Services for lawful purposes only in a manner consistent with any and all applicable rules, laws and regulations. Any use of the Services in a manner inconsistent with these Terms and Conditions is deemed unauthorized access and may subject the user to civil or criminal penalties. We strongly recommend that you periodically visit this page of the Services to review these Terms and Conditions.

### **2. MEDICAL INFORMATION**

THE SERVICES MAY CONTAIN GENERAL INFORMATION RELATING TO CERTAIN MEDICAL CONDITIONS AND THEIR TREATMENT. SUCH INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT OF THE SERVICES IS NOT INTENDED IN ANY WAY TO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE AND SHOULD NOT BE RELIED ON FOR MEDICAL DIAGNOSIS OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SERVICES. YOU SHOULD CONSULT WITH YOUR DOCTOR BEFORE USING ANY PRODUCT DISCUSSED ON THE SERVICES OR ON ANY OTHER WEBSITE.

### **3. SERVICES CONTENT**

The Services and all material on the Services or contained therein, all text, graphics, and other works on the Services, the Services' design and coding, all computer programs used and licensed in connection with the Services, the look and feel of the Services, and all data and reports generated by the Services (collectively, the "Services Content") are owned by us or a third party. These materials are protected under copyright, trademark and other laws. You may not copy, download, transmit, modify, distribute or republish the Services or any portion of the Services, including without limitation any of the Services Content without the prior written consent of Company. You may not sell, publicly display, create

derivative works of, reverse engineer, assign, sub-license, transfer or otherwise exploit the Services or any Services Content. Use of any Services Content is prohibited without the prior written permission of Company. As long as you comply with these Terms and Conditions, Company grants you a personal, non-exclusive, non-transferable, non-sublicenseable right to access and make personal, non-commercial use of the Services in compliance with these Terms and Conditions. You shall not, and shall not permit anyone else to, directly or indirectly: (i) remove or alter proprietary notices or labels on or in the Services or Services Content; (ii) engage in any activity that interferes with or disrupts the Services or Services Content; (iii) engage in any fraudulent activity or activity that facilitates fraud; or (iv) otherwise act in violation of these Terms and Conditions. All rights not expressly granted herein are reserved.

#### **4. COMPANY TRADEMARKS**

All product and service names appearing in a typeface different from that of the surrounding text or with a trademark symbol, including without limitation the following:

PROBUPHINE®\

Braeburn Access Program™

are registered and unregistered trademarks and service marks owned by Company or its subsidiaries or affiliates or a third party. The absence of a name, trademark or logo in this list does not constitute a waiver of any and all intellectual property rights that Company has established in any of its goods, services, names or logos. These trademarks and all other trademarks, service marks, logos, and company names (each a "Mark") used in connection with the Services are the property of Company or third parties and shall remain the property of Company and such third parties. Nothing contained in the Services shall be construed as granting, by implication or otherwise, any license or right to use any such Mark without the prior written permission of Company or such third party that may own such Mark. Your misuse of any such Mark, or any other Services Content, is strictly prohibited.

#### **5. REGISTRATION**

Some of the Services may require registration. Each registration is for a single user only. In consideration of your use of the Services, you agree to provide accurate, current and complete information about yourself or your company as requested on the Services registration form and to maintain and promptly update the information (including, in particular, your e-mail address) you provide as necessary to keep the information true, accurate, current and complete. By accepting these Terms and Conditions, you represent and warrant that you are 18 years of age or older and that, if you have accepted these Terms and Conditions on behalf of any business (such as a corporation, partnership, limited liability company or other organization) or other entity, you represent and warrant that you have legal authority to do so.

Any changes to your registration information should be made on the Services. If you provide information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services.

After you register on the Services, you may receive a password for your use of the Services. You are responsible for keeping your password confidential. You will be responsible for all uses and activity that occurs through your password or account. You will close the browser window for the Services at the end

of each use, and you will immediately notify us of any unauthorized use of your password. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## **6. LEGAL REQUIREMENTS**

Where Company has a good faith belief that such action is necessary to comply with a judicial proceeding, court order, warrant, administrative order, civil investigative demand, subpoena, or other valid process, Company may disclose IP addresses, personal information, and any contents of the Services where it is legally compelled to do so. Please see the Company's Website Privacy Statement located at [<add>](https://www.braeburnpharmaceuticals.com/) for additional information relating to the privacy and security of information collected hereunder.

## **7. YOUR USE OF THE SERVICES**

You are solely responsible and liable for all data, information and other materials ("User Content") that you submit, upload, post, e-mail or otherwise transmit ("Transmit") in connection with the Services. In addition, we have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information made public through the Services. IF YOU CHOOSE TO SUBMIT TO US, OR OTHERWISE MAKE ANY PERSONAL INFORMATION OR OTHER INFORMATION PUBLICLY AVAILABLE, YOU DO SO AT YOUR OWN RISK AND COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY THEREFOR.

You agree that you will not, and will not permit anyone else to, directly or indirectly: (a) Transmit any User Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy or racially, ethnically or otherwise objectionable; (b) use the Services to harm minors in any way or to stalk, threaten, or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personal information, including e-mail addresses, about other users of the Services; (c) Transmit any User Content: (i) that you do not have the right to Transmit, under any law or contractual or fiduciary relationships, including, without limitation, any inside information or proprietary or confidential information; (ii) that infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret or right of privacy of any third-party; (iii) that constitutes unsolicited or unauthorized advertising or promotional materials, "spam," "chain letters," or pyramid schemes; or (iv) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data; (d) forge headers or otherwise manipulate identifiers in order to disguise any User Content Transmitted through the Services; (e) interfere with the Services or servers or networks used in connection with the Services; (f) interfere with the ability of others to use the Services; (g) copy, download, transmit, modify, reproduce, sell, resell, sub-license, distribute, publish create derivative works of, reverse engineer, assign, transfer or exploit for any commercial purposes, any portion of the Services, the Services Content or any User Content contained therein; (h) conduct your business using the Services in a way that is unfair, unlawful, or constitutes a deceptive business practice; (i) use any robot, spider, or other automatic device to monitor or copy portions of the Services or the Services Content without Company's prior written permission; (j) include in any third party website any hypertext link to any page or location within the Services without Company's prior written permission; (k) mirror or display the Services or any portion thereof in frames without Company's prior written permission; or (l) impersonate any person or entity, including, but not limited to, other users of the Services, falsely

state or otherwise misrepresent your affiliation with any person or entity, or express or imply that we endorse any statement you make.

You acknowledge and agree that Company may disclose or use any User Content that you Transmit for purposes that include, but are not limited to: (a) enforcing these Terms and Conditions; (b) complying with any laws, regulations or rules of any federal, state or local government or agency; (c) responding to claims that any User Content violates the rights of third parties; or (d) protecting the rights or property of Company, its customers or the public. With respect to User Content that you Transmit to the Services, you grant Company a perpetual, worldwide, royalty-free, non-exclusive license to use, copy, excerpt, reproduce, display, publish, modify, distribute and create derivative works of such User Content in any form or media, and to allow others to do so, however, Company will only share personally identifiable information that you provide in accordance with Company's privacy statement at <https://www.braeburnpharmaceuticals.com>. As between the parties, we own all right, title, and interest in and to all intellectual property rights in all materials, products or services developed by us, or on behalf of us by third parties, based on or including as a component thereof any such information as described above, and all generalized knowledge, skill, know-how and expertise relating to such information.

Company does not and cannot review all User Content posted to the Services, or created by users accessing the Services, and is not in any manner responsible for the content of any User Content. You acknowledge that by providing you with the ability to view and distribute user-generated content on the Services, Company is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any User Content or activities on the Services. However, Company reserves the right to block, remove, move or edit any of the submissions in its sole discretion.

## **8. LINKED SITES**

Company has not reviewed all of the websites linked to the Services and is not responsible for the content of any third-party pages or any other websites linked to the Services. Nothing in the Services, including, without limitation, any links to other websites, should be construed as an endorsement of any products, services or information of any other persons or companies by Company. Your choice to link to any other website is at your own risk, and you agree to comply with all terms and conditions relating to such websites. Company reserves the right not to link, or to remove the link, to a particular website at any time. Any links to third party websites are provided as a convenience to you and are neither owned nor operated by Company. Company has no control over these linked websites and makes no representations or warranties with respect to these linked websites. Your viewing and use of any third party websites is at your sole discretion and risk.

## **9. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

The Services are hosted in the United States and are intended for use by residents of the United States of America only. All matters relating to the Services are governed exclusively by the laws of the State of New Jersey in the United States of America and not the jurisdiction in which you are located. If you are located outside of the United States of America and you contact us, please be advised that any information you provide to us will be transferred to the United States of America and that by submitting information, you explicitly authorize such transfer.

## **10. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Company, its subsidiaries and affiliates, business partners, contractors, clients and service providers, and their respective officers, employees, agents and representatives from and against any claims, liabilities, costs or damages, including reasonable attorneys' fees and paralegal fees through final appeals, made by any third party, relating to or arising from your use of the Services, any User Content that you Transmit to or through the Services, any violation of these Terms and Conditions by you, or any other act or omission by you, including your violation of any rights of another, arising from your use of the Services.

## **11. AVAILABILITY AND FEATURES**

Availability and features of the Services are subject to change without notice.

## **12. TERMINATION**

You acknowledge and agree that Company may terminate your access to use of the Services for any reason, including, without limitation, your violation of these Terms and Conditions. You agree that Company may terminate your access to and use of the Services without prior notice and without any liability to you or any third party. You acknowledge and agree that Company may modify, limit, suspend or discontinue the Services or any part of the Services at any time, without notice or liability to you. Company may also, from time to time, establish general rules and policies regarding use of the Services. Company will post such rules and policies on the Services, and you agree that your compliance with such rules and policies shall be a condition of your use or continued use of the Services. Company shall have no liability or responsibility with respect to any lost Services Content, User Content, or other data, such as the deletion of or failure to store Services Content, User Content, or other data. All provisions of these Terms and Conditions that by their nature should survive termination of your right to access and use the Services shall survive (including, but not limited to, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections and licenses). Company reserves the right to, but has no obligation to, store or keep copies of any Services Content, User Content, or other information, unless otherwise required by law or court order.

## **13. DISCLAIMERS AND LIMITATION OF LIABILITY**

COMPANY IS PROVIDING THE SERVICES AND ALL FEATURES OF THE SERVICES CONTENT ON AN "AS-IS," "AS-AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. COMPANY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE EXTENT THAT THEY MAY BE EXCLUDED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AS TO THE OPERATION OF THE SERVICES. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE IN AN UNINTERRUPTED, SECURE OR ERROR-FREE MANNER. COMPANY ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, CURRENTNESS, USEFULNESS, OR DECENCY OF THE SERVICES. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY, SAFETY, OR LEGALITY OF THE SERVICES, AND COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. ANY SERVICES CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICES IS AT YOUR

OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITY.

IN NO EVENT SHALL COMPANY, OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (“AFFILIATED ENTITIES”) BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR OTHER INTANGIBLES, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY OR CLAIMS OF THIRD PARTIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RESULTING FROM (1) THE USE OF OR INABILITY TO USE THE SERVICES, ANY SERVICES, OR THE USER CONTENT; (2) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (3) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES, ANY SERVICES AND/OR USER CONTENT; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (5) ANY OTHER MATTER RELATING TO THE SERVICES, ANY SERVICES, OR THE USER CONTENT. YOU SPECIFICALLY AGREE THAT COMPANY IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY INFRINGEMENT OR VIOLATION OF YOUR RIGHTS BY ANY OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. THE MAXIMUM LIABILITY OF COMPANY AND THE AFFILIATED ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE WILL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO ACCESS AND USE THE SERVICES. IF YOU LIVE IN A JURISDICTION WHOSE LAWS PREVENT YOU FROM TAKING FULL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, COMPANY’S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY THE LAW OF THAT JURISDICTION.

#### **14. GOVERNING LAW AND JURISDICTION**

Company operates the Services from its offices in Princeton, New Jersey, U.S.A. These Terms and Conditions and the transactions they contemplate, including without limitation their interpretation, construction, performance and enforcement shall be governed by the laws of the State of New Jersey, U.S.A. without reference to conflict or choice of law provisions, as applicable to contracts made and performed entirely within such State. The International Convention on the Sale of Goods, and other international treaties that are not mandatory with respect to contracts made and performed entirely in the United States, shall not apply. The exclusive forum for the resolution of any dispute relating to these Terms and Conditions shall be the state and federal courts in New Jersey, U.S.A., and you agree to personal jurisdiction of such courts over you with regard to any dispute relating to these Terms and Conditions and agree to service of process on you by e-mail to the address you have submitted on the Services, if any, and by any other means permitted by law.

#### **15. NOTICE**

All notices, demands, or consents given by you under these Terms and Conditions will be in writing and will be deemed given when delivered to Company at the following contact: Braeburn Pharmaceuticals, Inc. 47 Hulfish Street, Suite 441, Princeton, NJ 08542.

Any notices to you may be made via either e-mail or postal mail to the address in Company's records or via posting on the Services.

Please report any violations of these Terms and Conditions to Company at the contact listed above.

## **16. MISCELLANEOUS**

You may not assign, sublicense or otherwise transfer any of your rights under these Terms and Conditions. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Headings in these Terms and Conditions are for convenience only and shall have no legal meaning or effect. No action arising under this Agreement may be brought at any time more than twelve (12) months after the facts occurred upon which the cause of action arose. These Terms and Conditions, and not the conduct between us or any trade practice, shall control the interpretation of these Terms and Conditions between the parties respecting the Services. Company's failure to enforce a particular provision of these Terms and Conditions does not mean that Company waives the right to enforce it in the future; Company shall waive such a right only in writing.

These Terms and Conditions and all other written agreements duly executed between you and Company in connection with your use of the Services constitute the entire agreement between you and Company with respect to the subject matter hereof and supersede any prior or contemporaneous proposals, discussions, communications, or oral agreements heretofore made.

**Last Updated: October 6, 2017**