

Ambrisentan REMS Terms of Use

Effective Date: 17 October 2018

Last Updated: 17 October 2018

Descriptive. The term “ARC” or “us” or “we” refers to the Ambrisentan REMS Consortium or its agents, affiliates, and authorized representatives, the owner of the Ambrisentan REMS website (www.ambrisentanrems.us.com). The term “you” refers to the user or viewer of our website.

Acceptance of Terms of Use. This Terms of Use Agreement (“Agreement”), states the terms and conditions under which you may use the website located at www.ambrisentanrems.us.com (the “Site”), all data, text, graphics, news, reports, and other materials as well as third-party content available through the Site (collectively, the “Content”) and all Services available through the Site (the “Services”). Please read this Agreement carefully. By using the Site you acknowledge that you have read, understood, and agree to be legally bound by this Agreement.

Modifications to this Agreement. From time to time, we may, in our sole discretion, modify this Agreement, indicated by a new version number and revision date. The version number includes a major number, a decimal point, and a minor number. A change to the major number reflects a significant change to the policy, while a change to the minor number reflects a less significant change to the policy. Examples of significant changes include additional provisions that reflect new Site functionality, significant modifications to existing provisions, and more significant changes to Site functionality that cause provisions to be modified, added, or removed. Examples of less significant changes include additional provisions that clarify current Site functionality, minor modifications to existing provisions, and less significant changes to Site functionality that cause provisions to be modified, added, or removed.

We will provide an advance notice of material changes prior to your access of any portion of the Site for which registration is required. Notice may be provided by for example, by (i) requiring that you reaccept the updated version of the Agreement, (ii) sending an electronic notification advising of the update to the Agreement, (iii) including a notice on the Site viewable without login advising of the update to the web policies, and/or (iv) advising of the updated Agreement during a phone call. We do not ordinarily provide advance notice of a minor change.

It is important that you check this Agreement every time you visit the Site. Your use of the Site and/or utilization of any Site benefits after this Agreement has been updated (and after advance notice of material changes), indicates your agreement and acceptance of the updated version of the Agreement, including the modifications made as of the date of your use.

User Obligations. You are required to comply with all applicable laws in connection with your use of the Site and Site Content. You agree that you have appropriate

procedures and safeguards with respect to your access and use of the Site and any Site Content obtained through the Site. As a condition of your use of the Site, you agree that you will not use the Site and Site Content for any purpose that is unlawful or prohibited by this Agreement. You agree that you will only provide information during registration and in connection with any and all other uses of the Site that is true and accurate and is not false, misleading, or otherwise an impersonation of any person or entity. Certain portions of the Site may have additional terms and conditions. When these portions are used, you agree to be further bound by the associated additional terms and conditions.

Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of law rules. The Site is intended for use by individuals residing in the United States of America. No laws of any foreign jurisdiction shall apply to this Agreement or be binding on us.

Any dispute, claim, action or proceeding arising out of or related to the Site, the Site Content, the Privacy Policy, or this Agreement, or the interpretation or enforcement hereof, whether at law or in equity, shall be brought only in the state courts located in Delaware or, if proper and exclusive federal subject matter jurisdiction exists, the United States District Court for the District of Delaware. Each party hereby submits to the personal jurisdiction and consents to the exclusive venue of such courts, and waives any objections thereto, including based on forum non conveniens. Notwithstanding the foregoing, in connection with asserting or protecting our intellectual property or other legal rights or business interests, we retain the right to seek temporary or permanent injunctive or other non-monetary equitable relief against you in any court of competent jurisdiction.

Medical Information. The Site may contain general information relating to certain medical conditions and their treatment. Such information is provided for information purposes only and is not meant to be a substitute for medical advice from a doctor, pharmacist, or other qualified healthcare professional. You agree that you will not use the information contained herein for diagnosing a health problem or condition. **YOU SHOULD CONSULT WITH A DOCTOR BEFORE USING ANY PRODUCT DISCUSSED ON THIS OR ANY OTHER WEBSITE.**

Intellectual Property Rights in the Site. You acknowledge that the Site and various elements contained therein are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the content is and shall remain the property of the members of the ARC or its licensors. You agree to comply with all intellectual property laws and you shall not encumber any interest in, or assert any rights to, the content. Except as expressly permitted, you may not modify, copy, reproduce, republish, upload, post, transmit, hyperlink to or from, or distribute in any way Site Content from this Site, including code and software underlying this Site, nor may you sell, transfer, or otherwise use the Site or the Site Content in commerce or for any public or commercial endeavor without our prior and express written consent. ARC gives you permission to copy

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Intellectual Property Rights. All materials contained in the Site are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other state, national, and international laws and regulations. All product names, whether or not appearing in large print, italics, or with the trademark symbol, “TM,” are trademarks of the ARC, its affiliates, related companies, or its licensors or joint venture partners and any use of such marks without express written permission is strictly prohibited. Unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and communications-regulated statutes.

Links to External Websites. Our Site may contain hyperlinks allowing our users to connect to other websites owned by us and our affiliated companies and websites owned by our third-party vendors, distributors, and providers (“Linked Sites”). You may also access our Site through a hyperlink embedded in a Linked Site. We provide hyperlinks to the Linked Sites to enable you to conveniently access websites that may be of interest to you. Please note that once you click on a hyperlink that transfers you from our Site to a Linked Site, you have left our Site, and this Agreement will immediately cease to apply to any subsequent activity on the Linked Site. We are under no obligation to notify you when you have left our Site and have accessed a Linked Site. Use of any Linked Site will be governed by the privacy policy, terms of use, and/or other policies (if any) on the Linked Site.

Use Restrictions. You agree that you will not: (a) use this Site and Site Content for any purpose that is unlawful, illegal or a violation of applicable Federal, State, or local law or that is prohibited by this Agreement; (b) engage in any activity or use any device, software, or routine that interferes with a user’s access to this Site or the proper operation of this Site; (c) delete or revise any Site Content or information of any other user without authorization; (d) take any action that imposes an unreasonable or disproportionately large load on the Site’s infrastructure; (e) allow any other person or entity to use your login credentials for posting, copying, extracting, downloading, viewing, transmitting, or receiving data of any kind; or (f) attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

Use of Personal Information. Your use of the Site may involve the transmission to us of personally-identifiable information. Refer to the Site’s Privacy Policy for information on how we protect personal information.

DISCLAIMER OF WARRANTIES. THE SITE AND THE SITE CONTENT ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS, AND ALL USE OF THE SITE AND THE SITE CONTENT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SITE, THE SITE CONTENT, OR YOUR ACCESS TO OR USE

THEREOF. WE HEREBY DISCLAIM ANY AND ALL IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, CUSTOM, AND USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SITE OR THE SITE CONTENT WILL BE ACCURATE, COMPLETE, UP-TO- DATE, OR RELIABLE; THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR- FREE; THAT THE SITE, THE SITE CONTENT, OR ANY PORTION THEREOF WILL NOT CHANGE OR BE DISCONTINUED; THAT ERRORS OR DEFECTS WILL BE CORRECTED; THAT THE SITE OR THE SITE CONTENT WILL BE FREE FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT ACCESS TO OR USE OF THE SITE OR THE SITE CONTENT IS LAWFUL IN ANY PARTICULAR JURISDICTION. YOU ASSUME THE ENTIRE OBLIGATION AND COST OF ANY AND ALL NECESSARY COMPUTER, MOBILE DEVICE, AND NETWORK SERVICING, REPAIR, AND CORRECTION. IF YOU ARE DISSATISFIED WITH THE SITE OR THE SITE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR CERTAIN OTHER WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT SUCH A JURISDICTION'S LAW APPLIES AND LIMITS SUCH DISCLAIMERS.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THE SITE, THE SITE CONTENT, YOUR ACCESS TO OR USE THEREOF, OUR PERFORMANCE, NON-PERFORMANCE, ACTS, OR OMISSIONS IN CONNECTION THEREWITH, THE PRIVACY POLICY, OR THIS AGREEMENT, EVEN IF FORESEEABLE, AND EVEN IF WE HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO WAY LIMITING THE FOREGOING, WE ASSUME NO OBLIGATION AND SHALL HAVE NO LIABILITY ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO ANY COMMUNICATION ERRORS, SERVICE INTERRUPTIONS, OR SITE MALFUNCTIONS; THE CONDUCT OR CONTENT OF ANY SITE USER; COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; LOSS OR CORRUPTION OF DATA; DAMAGE TO YOUR COMPUTER, MOBILE DEVICE, OR NETWORK; MALICIOUS ACTS OF THIRD PARTIES; FORCE MAJEURE EVENTS; BUSINESS INTERRUPTION OR DOWNTIME; LOSS OF BUSINESS, PROFITS, OR GOODWILL; OR ACTIONS TAKEN OR NOT TAKEN IN CONNECTION WITH INVESTIGATIONS, DEMANDS, OR CLAIMS BY US, INTELLECTUAL PROPERTY OWNERS, LAW ENFORCEMENT, GOVERNMENTAL AUTHORITIES, OR THIRD PARTIES. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, REGARDLESS OF THE NUMBER OF INCIDENTS OR CLAIMS, AND REGARDLESS OF THE NATURE OF THE DAMAGE, LOSS, CLAIM, OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE). THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING

EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, OR CERTAIN OTHER DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH A JURISDICTION'S LAW APPLIES AND LIMITS SUCH EXCLUSIONS.

Indemnification. You agree to indemnify and hold ARC, its affiliates, and their respective directors, officers, employees, and agents harmless from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, awards, settlements, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting in whole or in part from your violation of this Agreement, your misuse of the Site, or your violation of the rights of another person or entity except where prohibited by law.

No Waiver. Any waiver by us must be express and in writing, must be directed specifically by us to you, and must be signed by our duly authorized representative(s). Our failure to enforce any provision of this Agreement or to respond to a breach by you or third parties shall not in any way limit or waive our right to do so, including without limitation our right to enforce subsequently any provision of this Agreement, or to assert our rights with respect to the same or similar breaches.

Entire Agreement. Unless otherwise specified herein, this Agreement and the Privacy Policy incorporated herein constitute the entire agreement between you and us with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether written or oral, concerning the subject matter hereof. Any conflicting or supplementary terms proposed by you in any e-mail or other communication shall not be binding on us, and are hereby objected to and expressly rejected.

Severability. If any portion of this Agreement is held invalid or unenforceable under applicable law, that portion shall be construed in a manner consistent with applicable law to accomplish, as nearly as possible, the objective thereof, or severed from the document if and solely to the limited extent such construction is not possible, and the remaining portion of this Agreement shall remain in full force and effect.

For questions or assistance about this Program, please contact the Ambrisentan REMS at 1-888-417-3172 or by email at AmbrisentanREMS@ubc.com.