Terms of Use

Last Updated: September 29, 2020

BEFORE ACCESSING THIS SITE, PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY AS THEY GOVERN YOUR USE OF THIS SITE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU ARE NOT GRANTED PERMISSION BY ETON PHARMACEUTICALS TO ACCESS OR OTHERWISE USE THIS SITE. YOU SHOULD REVIEW THESE TERMS EACH TIME YOU ACCESS THIS SITE AS THEY MAY CHANGE AT ANY TIME AT OUR SOLE DISCRETION.

USER AGREEMENT

Welcome to the ALKINDI SPRINKLE website (also referred to as "Site") owned and operated by Eton Pharmaceuticals, Inc. (also referred to as "Eton," "us," or "we"). This Site and its content are for general informational purposes and intended strictly for access and use by United States residents. These Terms of Use and **Privacy Policy** govern Your access and use of this Site. By accessing or using this Site, You indicate that You understand and intend these Terms of Use and **Privacy Policy** to be the legal equivalent of a signed, written contract and equally binding, and that You accept such Terms of Use and agree to be legally bound by them. Please note that Eton reserves the right to change these Terms of Use at any time at its sole discretion. Changes are effective when posted on the Site. Your continued use of this Site following any such modifications will be conclusively deemed acceptance of any changes to these Terms of Use. Therefore, You are urged to review the Terms of Use each time You access this Site.

Right to Use Site

These Terms of Use provide You with a personal, revocable, nonexclusive, nontransferable right to use this Site subject to, and conditioned on, Your compliance with these Terms of Use. You may print and download materials and information on this Site solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. Republication or citation of any content generated by this Site without Eton's express written consent is prohibited. You agree not to copy, modify, adapt, frame, mirror, reproduce, translate, distribute, transmit, reverse engineer, decompile, or disassemble any aspect of this Site, except as expressly permitted by these Terms of Use. As a further condition of use of this Site, You warrant to Eton that You will not use this Site for any purpose that is unlawful or otherwise prohibited by these Terms of Use. Any rights not expressly granted herein are reserved.

DISCLAIMER

THIS SITE AND THE CONTENT AND THE EMAIL ALERT SERVICE AVAILABLE THROUGH THIS SITE ARE PROVIDED TO YOU ON AN AS IS, AS AVAILABLE BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CREATED BY LAW, CONTRACT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-

INFRINGEMENT. ETON MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE CONTENT OR EMAIL ALERT SERVICE AVAILABLE THROUGH THIS SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THIS SITE AND THE CONTENT AND EMAIL ALERT SERVICE AVAILABLE THROUGH THIS SITE IS AT YOUR SOLE RISK. ETON MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS SITE OR THE EMAIL ALERT SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. FURTHER, ETON EXPRESSLY DISCLAIMS ANY OBLIGATION OR DUTY TO UPDATE OR CORRECT INFORMATION CONTAINED ON THIS SITE AND MAY CEASE THE EMAIL ALERT SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT OR MATERIAL YOU OBTAIN FROM THIS SITE OR THE EMAIL ALERT SERVICE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

MEDICAL INFORMATION

Medical information that appears on this Site is for informational purposes only and is not, nor is intended to be, a medical diagnosis or a replacement for advice given by a physician or other medical professional. The information provided on this Site should not be relied upon as the basis for any healthcare decision.

LINKS TO OTHER WEBSITES

This Site may link You to other websites that are not owned or controlled by Eton. The fact that we provide a link to a third-party website does not mean that we endorse, authorize, or sponsor that website. It also does not mean that we are affiliated with the third-party website's owners or sponsors. These links are provided for Your convenience only. Eton expressly disclaims any responsibility for the content, the accuracy of the information, the quality of products or services provided by or advertised on these third-party sites and/or the collection and use of personally identifiable information by these third-party sites. If You choose to hyperlink to another website, You do so at Your own risk. We reserve the right to terminate a link to a third-party website at any time.

LINKS FROM OTHER WEBSITES TO THIS SITE

If a third party links to this Site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture, or partnership by or with us. In most cases, we are not aware that a third party has linked to this Site. Eton expressly disclaims any responsibility for the content, the accuracy of the information, the quality of products or services provided by or advertised on these third-party sites and/or the collection and use of personally identifiable information by these third-party sites.

SUBMISSIONS

Eton welcomes Your feedback and suggestions about how to improve this Site. Any ideas, suggestions, information, know-how, material, or other content (collectively, "content") received through this Site, however, will be deemed to include a royalty-free, perpetual, irrevocable, transferable, worldwide,

nonexclusive right and license for Eton to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display (in whole or part), or act on such content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. If You transmit to or post on this Site any material, data, information, or idea by any means, it will be treated as nonconfidential and nonproprietary and may be disseminated or used by us for any purpose. You are not authorized to post on or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

INTELLECTUAL PROPERTY RIGHTS

All materials contained on this Site are protected by law, including but not limited to United States copyright and trademark law, as well as other state, national, and international laws and regulations. The contents of and all materials distributed in conjunction with this Site are Copyright © 2020 Eton Pharmaceuticals or its licensors, all rights reserved. Eton also owns a copyright in this Site as a collective work and/or compilation, and in the selection, coordination, arrangement, and enhancement of such content. The Eton name and logo, whether or not appearing with a trademark symbol, are trademarks of Eton Pharmaceuticals. Unauthorized use of any material or trademarks contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, communications regulations and statutes, and other laws and regulations. Please be aware that Eton actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

COPYRIGHT OWNERS' RIGHTS UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT OF 1998

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes on their rights under United States copyright law. If You believe in good faith that materials hosted by Eton infringe Your copyright, You (or Your agent) may send us a notice requesting that the materials be removed, or access to them blocked. If You believe in good faith that a notice of copyright infringement has been wrongly filed against You, the DMCA permits You to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information on the DMCA is the US Copyright Office website. Notices and counter-notices for the Site should be sent to General Counsel, Eton Pharmaceuticals, 21925 W Field Parkway, Suite 235, Deer Park, IL 60010-7278, USA.

LIMITATION OF LIABILITY

YOU ASSUME FULL RESPONSIBILITY AND ALL RISKS ARISING FROM ACCESS TO AND USE OF THIS SITE AND THE EMAIL ALERT SERVICE AVAILABLE THROUGH THIS SITE. IN NO EVENT SHALL ETON OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS OR LICENSORS, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL (INCLUDING LOSS OF PROFITS), PUNITIVE OR OTHER

DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXISTENCE, ACCESS OR USE OF THIS SITE OR THE EMAIL ALERT SERVICE, REGARDLESS OF WHETHER ETON OR ANY OF THE OTHER ENTITIES OR PERSONS LISTED ABOVE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You agree to indemnify and hold harmless Eton and/or its affiliates, and their respective officers, directors, employees, shareholders, agents, representatives, service providers, and licensors, and their respective successors and assigns, from and against any damages (including reasonable attorneys' professional fees and litigation costs) arising out of or related to Your breach of these Terms of Use or Your misuse of this Site.

PRIVACY POLICY

View the **Privacy Policy** governing this Site. Please read the Privacy Policy before using or submitting information to this Site.

MISCELLANEOUS

THESE TERMS OF USE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW RULES, AND THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTE SHALL BE THE STATE OF ILLINOIS. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. We may assign our rights and duties under these Terms of Use to any party at any time without notice to You.