

The Clozapine REMS Terms of Use

Effective Date: **12/13/2023**

Last Updated: **09/13/2023**

Descriptive. The term 'CPMG' or 'us', 'our' or 'we' refers to the Clozapine Product Manufacturers Group or its agents, affiliates, and authorized representatives, who are the owner of the Clozapine REMS website (www.newclozapinerems.com). The term 'you' or 'your' refers to the user or viewer of our website.

Acceptance of Terms of Use. This Terms of Use Agreement (this 'Agreement'), states the terms and conditions under which you may use the website located at www.newclozapinerems.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.

We reserve the right to update or modify this Agreement at any time and from time to time. When we make changes to this Agreement, we will revise the "last updated" date at the top of this Agreement. If there are material changes to this Agreement, we will notify you of any such modifications by posting a message on the Site. We encourage you to periodically review this Agreement. Your continued use of the Site after any changes or revisions to this Agreement shall indicate your agreement with the terms of this Agreement.

Use Restrictions. You agree that you will not: (a) use this Site for any purpose that is unlawful, illegal or a violation of applicable Federal, State or local law or that is prohibited by these Terms of Use; (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; (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, or (g) extract or attempt to extract data from this Site through any means not intentionally made available from the Site, including through the use of any automated system or software, or other similar means, or to enter data into this website for commercial purposes ("screen scraping").

Jurisdiction. The information provided on the Site is intended for U.S. audiences and has been designed to comply with U.S. regulatory guidelines. Users who access the Site from outside the U.S. do so at their own initiative and risk and are responsible for compliance with all applicable laws.

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 THE SITE 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 CPMG 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. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. CPMG gives you permission to copy documents published on the Site for noncommercial purposes only, provided that all copies retain copyright and proprietary notice clauses.

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 CPMG, its affiliates, related companies or its licensors or joint venture partners and any use, reuse, or copy of such marks without express written permission is strictly prohibited. Unauthorized use of any material contained on the Site may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and communications regulated and statutes.

Use of Personal Information. Your use of the Site may involve the transmission to us of personal information, which may include sensitive or health-related information. Refer to the Site's Privacy Policy for information regarding how we process personal information.

Disclaimer of Warranties. You acknowledge and agree that the Site is provided on an "as is" basis. CPMG makes no expressed or implied warranty regarding the accuracy, content, completeness, reliability, suitability, usefulness, or legality of information contained within the Site. CPMG does not warrant that the functions contained in the Site will be uninterrupted or error free or that the Site or the server that makes it available are free of viruses or other harmful components. You expressly agree that the entire risk as to the quality and performance of the Site and the accuracy, timeliness or completeness of the Content or Services is assumed solely by you.

Limitation of Liability. Under no circumstances will we be liable for any loss or damage caused by your reliance on information obtained through the Site. It is your responsibility to evaluate the accuracy, completeness, and usefulness of the Site. In no event shall we be liable for any direct, indirect, incidental, punitive, consequential or otherwise special damages or injuries resulting from the use of the Site and reliance on the materials contained here. The Site may link you to other websites that are not owned or controlled by us. These links are provided for your convenience only. If you choose to hyperlink to another website, you do so at your own risk.

Indemnification. You agree to defend, indemnify, and hold us harmless from and against any and all claims, losses, liabilities, and expenses arising from your use of the Site or breach of any of the terms of this Agreement.

Governing Law and Venue. 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.

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 assistance, please call the Clozapine REMS at 888-586-0758.