

Lupin Website Terms of Use

Last updated: March 2025

Lupin Pharmaceuticals, Inc. (“Lupin”), welcomes you to our website (the “Site”).

THESE TERMS OF USE (“TERMS”) ARE HEREBY ENTERED INTO BY AND BETWEEN YOU AND LUPIN. THESE TERMS GOVERN YOUR USE OF THE SITE AND ITS CONTENT (AS DEFINED BELOW). PLEASE READ THESE TERMS CAREFULLY. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS OR USE THE SITE.

WE MAY USE COOKIES, PIXELS, SESSION REPLAY AND OTHER TRACKING TECHNOLOGIES, INCLUDING THIRD-PARTY TRACKING TECHNOLOGIES, OR (COLLECTIVELY, “ADTECH”) ON THE SIT. WE USE ADTECH TO COLLECT AND PERFORM DATA ANALYTICS, TO RECORD HOW YOU INTERACT WITH THE Site AND OUR CONTENT, INCLUDING WHERE YOU DIRECT YOUR MOUSE, THE INFORMATION YOU TYPE, AND OTHER USER RELATED ACTIVITIES AND TO SERVE YOU WITH TARGETED ADVERTISING.

NOTICE OF ARBITRATION CLAUSE AND WAIVER OF JURY TRIAL RIGHTS: THESE TERMS ALSO CONTAIN AN AGREEMENT BY THE PARTIES TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. YOU UNDERSTAND THAT YOU WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A COURT PROCEEDING, AND THE RIGHT TO A JURY TRIAL. PLEASE REVIEW THE ARBITRATION SECTION AS THESE TERMS AFFECT YOUR RIGHTS.

This Site is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Site, you represent and warrant that you are of legal age to form a binding contract with Lupin.

TERMS

Privacy Statement. We collect certain personal information from and about you, including when you use the Site, make purchases, or otherwise communicate with us. Please see our [Privacy Statement](#) for more information on how we collect, use, retain, and disclose your personal information.

Intellectual Property Rights. All data, information, text, graphics, names, design, photographs, videos, news, reports, logos, product and service names, slogans and other materials on the Site as well as the layout and look and feel of the Site (collectively the “Content”) is the sole and exclusive property of Lupin and/or its licensors as applicable and are protected by United States and international copyright, trademark, patent, trade

secret, and other intellectual property or proprietary right laws (“**Intellectual Property Rights**”). These Terms permit you to use the Site for your personal, non-commercial use only. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or Content is transferred to you, and all rights not expressly granted are reserved by Lupin. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Changes to the Terms. We may revise and update these Terms from time to time in our sole discretion. If we do change these Terms, all changes are effective immediately when we post them and apply to all access to and use of the Site. Your continued use of the Site following the posting of revised Terms means you accept and agree to the changes.

Medical Information Disclaimer. This Site contains general information concerning certain medical conditions and their treatment. We provide the Site and its Content for informational and educational purposes only. The information on the Site and its Content is not intended as medical or healthcare advice and is not a substitute for seeking advice from a doctor, pharmacist, or other qualified healthcare professional. You agree that you will not use the Site or its Content for diagnosing a health problem or condition. If you are experiencing a medical condition or have a medical concern, please contact your healthcare provider. No employee, agent, or representative of Lupin or its affiliates is engaged in providing medical advice, diagnosis, treatment, or other medical services to you that in any way creates a provider-patient relationship.

Prohibited Uses.

You are authorized to access the Site for the sole purpose of viewing and using the Site on your computer or device. Your failure to abide by these conditions will immediately terminate your right to access the Site and may give rise to legal action related to the protection of our intellectual property rights or the intellectual property rights of third parties. If you use the Site or their Content, you must comply with the following:

- **No Interference.** You may not attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Site, the server on which the Content of the Site is stored, or any server, computer, or database connected to the Site, whether by denial-of-service attack, distributed denial-of-service attack, or otherwise.
- **No Violation of Applicable Laws.** You may not use the Site for any illegal purpose. You agree to comply with all laws, rules, and regulations (for example, federal, state, local and provincial) applicable to your use of the Site, including but not limited to, copyright laws and data export laws.

- **No Copying, Scraping, Republication, or Unauthorized Sharing.** You may not decompile, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Content on the Site, or use any robot, spider, or other automated software program or device or manual process to scrape, monitor, mine, retrieve, or copy the Content without our prior written permission.
- **No Linking or Framing.** You may not link or frame to any Content or webpages of the Site except as may be specifically authorized by Lupin in advance and in writing.
- **No Use with Artificial Intelligence.** You are prohibited from submitting or incorporating all or a portion of the Site or its Content into any large learning models, algorithmic software programs, data sets, or other artificial intelligence model or system.
- **No Viruses.** You may not introduce any viruses, Trojan horses, worms, time bombs, cancelbots, ransomware, or other materials that are malicious or harmful to the Site.
- **No Inappropriate Content.** You agree not to submit any materials that are vulgar, profane, abusive, hateful, or which use sexually explicit language, epithets or slurs, text or images in poor taste, inflammatory attacks of a personal, sexual, racial, or religious nature, or expressions of bigotry, racism, discrimination or hate, or that harms, or is inappropriate for minors to view.
- **Protection of Intellectual Property Rights.** You shall not commit any acts of infringement of any person or entities Intellectual Property Rights in connection with the use of the Site, their Content or your provision of User Content.

Monitoring and Enforcement. We have the right, but not the obligation, to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized access to or use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.
- Cooperate fully with any law enforcement authorities or court order to investigate your violation of these Terms or any applicable law.

YOU WAIVE AND HOLD HARMLESS LUPIN AND ITS AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY LUPIN OR ITS AFFILIATES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY LUPIN, ITS AFFILIATES, OR LAW ENFORCEMENT AUTHORITIES.

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content, policies, or practices of such third-party sites. Accessing such sites is at your own risk and subject to the terms and conditions of use for such websites.

Jurisdiction. Lupin is based in the United States. The information provided on this Site is intended for U.S. audiences. We make no representation that the Site or its Content are available or appropriate for use outside the United States or that it is available for use in locations other than the United States. You may not use the Site or its Content in violation of any applicable laws. If you choose to access the Site from locations other than the United States, you do so at your own risk and you are responsible for complying with applicable laws and regulations. When we transfer your Personal Information outside of your jurisdiction or process your activity on the Site, your Personal Information may be available to government officials in the United States or other countries. Certain governmental authorities may not consider the level of protection of Personal Information in the United States or in various countries to be equivalent to that required by the in their jurisdictions.

Disclaimer of Warranties. THE SITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. LUPIN MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, LUPIN DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, LUPIN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL LUPIN, ITS AFFILIATES, OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, OR ANY CONTENT ON THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS

OF GOODWILL, LOSS OF DATA, ANY DAMAGES TO, OR MALWARE THAT MAY INFECT YOUR ELECTRONIC DEVICES OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SITE OR YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY CONTENT OR USER CONTENT FROM THE SITE, LOSSES ARISING FROM USE OF ADVERTISING OR ANALYTICS TECHNOLOGIES ON THE SITE, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification. You agree to indemnify and hold Lupin, its affiliates, and employees, agents, officers, or directors harmless from any allegations, claims, liabilities, damages, losses, fees, judgments, awards, or expenses arising from your use of the Site, violation of these Terms, or infringement, misuse, or misappropriation of any third-party right.

Specific Jurisdictions. Some jurisdictions do not allow the exclusion or limitation of certain categories of damages or implied warranties; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Governing Law & Dispute Resolution. These Terms are governed by and construed under the laws of the State of New Jersey, without regard to conflict of law principles. Any disputes arising under these Terms shall be resolved through binding arbitration in New Jersey, with no right to a jury trial or class action lawsuit.

Dispute Resolution. We prefer to resolve any dispute that may arise under these Terms in an amicable fashion and encourage you to communicate to any concerns to us at:

- Lupin Pharmaceuticals, Inc.
5801 Pelican Bay Blvd., Ste. 500
Naples, FL 34108
- complianceandethicsoffice@lupin.com
- +1 844- 815- 3731

WAIVER OF RIGHTS. PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. THIS COVERS ANY DISAGREEMENT, DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THESE TERMS, YOUR USE OF THE SITE WHETHER IN CONTRACT, TORT OR OTHERWISE (“DISPUTE”) EXCEPT THE FOLLOWING:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND

- ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

EACH PARTY MAY PROCEED IN ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR MASS ARBITRATION.

BY ENTERING INTO THIS ARBITRATION AGREEMENT, INDEPENDENT OF THE REMAINING PROVISIONS OF THESE TERMS, AND BY AGREEING TO A WAIVER OF CLASS ACTIONS OR MASS ARBITRATION, EACH OF US IS GIVING UP CERTAIN RIGHTS INCLUDING:

- **THE RIGHT TO FILE A LAWSUIT OR HAVE A JURY TRIAL. INSTEAD, WE WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR. THERE IS NO JUDGE OR JURY IN ARBITRATION AND THE DISCOVERY AND APPEAL PROCESS IS DIFFERENT.**
- **THE RIGHT TO PURSUE CLASS ACTIONS, CLASS ARBITRATION OR MASS ARBITRATION, COLLECTIVE, OR REPRESENTATIVE CLAIMS.**

Mediation. If we cannot resolve a dispute through good faith discussion, all disputes, claims or controversies arising out of or relating to these Terms shall be submitted to mediation using the Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or its successor. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other legal proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation

Arbitration. If the matter is not resolved through mediation and the mediator declares an impasse in writing, then either party may bring the dispute to JAMS, or its successor, for final and binding arbitration before a single arbitrator, agreed upon by the parties or otherwise appointed by JAMS in accordance with then applicable JAMS Comprehensive Arbitration Rules and Procedures. This includes any dispute, controversy or claim arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate. The arbitration will take place in Somerset, New Jersey or at such other location as is mutually agreed to by the parties. The language to be used in the arbitral

proceeding will be English. Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

Applicability of the FAA. The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement.

Class Arbitration Waiver. Any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including the breach, termination, or validity thereof, shall be finally resolved by arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Opt-Out. If you wish to opt out of this Arbitration Agreement, you must, within forty-five (45) days of first using the Site email Lupin at complianceandethics@lupin.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will still apply to you. This opt-out does not apply to the class action waiver provided above. Opting out of this Arbitration Agreement has no effect on any other current or future Arbitration Agreements you may have with us.

Waiver and Severability. No waiver by Lupin of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Lupin to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

Assignment. Lupin may assign, transfer, or subcontract any of our rights or obligations under these Terms to any third party at our discretion.

Entire Agreement. These Terms constitute the sole and entire agreement between you and Lupin regarding the Site and its Content and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Contact Us. If you have any questions about these Terms, please contact us at complianceandethicsoffice@lupin.com.