

## Legal Notice

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This Legal Notice explains your rights and obligations in using the websites, including but not limited to the Napo Pharmaceuticals website, [www.napopharma.com](http://www.napopharma.com), the Mytesi website, [www.mytesi.com](http://www.mytesi.com), and other affiliated sites (“Websites”) of Napo Pharmaceuticals and our affiliates (“Napo Pharmaceuticals” or “we” or “us”). We refer to our Website visitors as users (“Users”) of Napo Pharmaceuticals’ Services (“Services”). Please read our Privacy Policy. By visiting the Websites, you are accepting and consenting to the practices described in the Legal Notice.

This Legal Notice, together with our Privacy Policy, forms the agreement with you regarding the use of the Websites (the “Agreement”). This Legal Notice applies to the operation of the Websites and other applications that directly link to this statement when you click on “Legal Notice” in the website footer.

Please read the Agreement carefully. By continuing to use the Services, you agree that you have read and are bound by these terms. If you do not agree to these terms, you must not use the Websites.

Nothing on the Websites should be construed as the giving of advice or the making of a recommendation, and it should not be relied on as the basis for any decision or action. It is important that you rely on only the advice of a health care professional to advise you on your specific situation.

This Legal Notice includes important agreements about your rights and the rights of Napo Pharmaceuticals, including a binding agreement about how to resolve any disputes between us connected to the Services.

This Legal Notice will also govern any dispute between us in connection with the Privacy Policy.

### I. ABOUT AVAILABILITY OF THE ONLINE SERVICES

**SOLE CONSIDERATION.** You agree that our sole offer to you in connection with the Services is to provide them as-are, or as modified by us in our sole discretion, until such time as we should choose to discontinue the Services or any component of the Services.

**SERVICES PROVIDED AS-ARE.** You agree to use the Services as-are. **UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT ACCESS TO THE SERVICE BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED “AS ARE” AND “AS AVAILABLE,” AND WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICE WILL BE UNINTERRUPTED AND ERROR FREE OR WILL PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.**

ONLINE SERVICES SUBJECT TO CHANGE. You agree that we may change or discontinue the Services at our sole discretion and without prior notice. You agree that you will not rely on the continued availability of the Services in taking any action, refraining from any action, or entering into any commitment.

## II. ABOUT YOUR ELIGIBILITY FOR THE ONLINE SERVICES

YOUR AGE. The Services are intended for use by individuals 13 years of age and older. You are not permitted to use the Services if you are under 13 years of age.

YOUR LOCATION. The Websites are intended for use in the United States. The Services are operated by Napo Pharmaceuticals from the United States. Napo Pharmaceuticals makes no representation that the Services are appropriate or available for use in other locations.

## III. ABOUT YOUR RESPONSIBILITY FOR THE SERVICES

YOUR LIABILITY. You are fully responsible for how you use our Services. You agree to indemnify and hold harmless us and our directors, officers, employees, service providers, vendors, and agents from and against any and all losses, liabilities, claims, damages or expenses (including attorney's fees and court costs and expenses) arising from or related to any use of the Services by you or that occurs because of you.

PROHIBITED USE OF THE SERVICES. You may not upload, email, or otherwise transmit to Napo Pharmaceuticals submissions of any kind that are, within the sole discretion of Napo Pharmaceuticals, determined to be commercial, illegal, offensive, or potentially harmful to others.

## IV. INTELLECTUAL PROPERTY

You acknowledge and agree that Napo Pharmaceuticals or our third-party licensors own the contents of the Services and all copyrights and all other right, title, and interest in and to such content, and you agree not to challenge, directly or indirectly, Napo Pharmaceuticals' ownership (or that of its licensors) in and to such content. Nothing contained in the Services or in this Legal Notice should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any name, logo, trademark, or service mark displayed in the Services without the written permission of Napo Pharmaceuticals or such third party that may own the trademark displayed via the Services, and you may not use any name, logo, trademark, or service mark available via the Services without prior written approval by Napo Pharmaceuticals. Except as expressly permitted in this Legal Notice, you may not copy, display, distribute, perform, create derivative works of, or otherwise use the Services or their content.

## V. ABOUT HOW WE WILL RESOLVE CONFLICTS BETWEEN US CONCERNING THE SERVICES

DISPUTE RESOLUTION–VENUE. You agree to be subject to the jurisdiction of California. You agree that any dispute between you and us will be resolved in the Northern District of California to the exclusion of any other potential venue.

**NO CLASS ACTIONS; NO JURY TRIAL.** You agree that you will only sue us as an individual in any dispute connected with the Services. You agree that you will not file a classaction, or participate in a class action. You agree that you will not join any claim you may have against us with the claim of any third party. You waive any right to a trial by jury.

**BINDING ARBITRATION.** You and we agree that at the election of either party, any dispute connected with Services between us may be sent to binding individual (nonclass) arbitration to be administered by JAMS, Inc. (“JAMS”). If, for any reason, JAMS is not available or will not hear the case, you or we may file our case with any national arbitration company. You and we agree that the arbitrator shall not have any power to consider, hear, entertain, or grant any class arbitration.

**STANDARD OF CARE.** You agree that our sole obligation to you in connection with the Services is to provide the Services as-is. You agree that unless we do something that is grossly negligent or an act of willful misconduct in connection with the Services, we will not be liable to you or to any third party.

**LIMITATIONS ON LIABILITY.** If, for any reason, we are judged liable to you connected with Services, you agree that your recovery will be limited to your actual damages, measured by actual out-of-pocket economic loss. You agree that you will not ask for any consequential, special, punitive or exemplary damages or indirect or lost profits. You agree that even if you request these types of damages, a court or arbitrator cannot award them to you. You understand and agree that the price of these Services would be significantly higher but for these limitations on liability. This limitation on liability shall not be construed to apply to any damages or other substantive remedies available via statute.

**WE ARE NOT RESPONSIBLE FOR ALL CIRCUMSTANCES.** You also agree that we are not responsible for anything beyond our control. For example, we are not liable for Service interruptions caused by problems with the communications network; for problems caused by any Internet service provider; for your computer or its programs failing; for the acts of criminal attackers, whether in real-time or automated (e.g., viruses); other technologically harmful material that may infect your computer equipment, computer programs, data or proprietary material due to your use of the Websites or to your downloading of any content on it, or on any website linked to it; or for errors in information provided to us upon which we reasonably rely. These are only examples. We assume no responsibility for the content of websites linked on the Websites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **VI. ABOUT CHANGES TO THIS AGREEMENT**

**TERMINATION BY US.** We reserve the right to terminate this Agreement, in our sole discretion. We may terminate this Agreement prior to sending you written notification.

**AMENDMENTS.** This Legal Notice may be updated from time to time. Nonmaterial changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on the Websites. Where the changes are material, we may also choose to

email all our registered users with the new details, and it is within our sole discretion whether or not we choose to do so. The date of the most recent revisions will also appear on this page.

## VII. CONTACT INFORMATION

If you have any questions, comments, or concerns about our Services or Legal Notice, you may contact us at [info@napopharma.com](mailto:info@napopharma.com).