

Last revised January 11, 2017

## **Napo Pharmaceuticals, Inc.: Our Social Media Policy**

This Social Media Policy (our “Policy”) defines how Napo Pharmaceuticals, Inc. (“Napo”) and our agents interact with social media. Napo believes in having an open dialogue with the community about Napo and other health issues, including through use of social media platforms. Napo publishes social media updates, some of which may be sponsored, on platforms including (but not limited to) Twitter, Facebook, LinkedIn, and YouTube. All official Napo social media use will adhere to the policies and principles set forth below and all other company policies. These terms and conditions are agreed upon by users when interacting with Napo’s social media updates (including but not limited to sharing, commenting, reposting, repurposing, archiving, or otherwise using).

### Napo’s Rights

Napo reserves all rights relating to the company's social media channels, including but not limited to: (i) adding, removing, or modifying any content, (ii) blocking disruptive users; (iii) accessing and reviewing any information on Napo-sponsored social media for any appropriate reason, at any time in accordance with all local laws, and (iv) discontinuing any of our social media channels at any time.

### User Obligations

Certain social media pages affiliated with Napo may allow for user-generated content, such as comments on Napo’s tweets. When interacting with Napo on social media, users shall not

- Post materials that are illegal, defamatory, obscene, threatening, abusive, slanderous, or otherwise embarrassing to others or any entity;
- Post content that includes medical advice that may be unsolicited and/or unverified;
- Post content deemed to constitute an unapproved use of any of our products or is otherwise misleading;
- Impersonate another person, Napo, or others;
- Infringe on the rights of others;
- Disrespect the rights and privacy (which may include publicity rights, private health information, or contact information) of others; or
- Spam Napo’s content (which may include over-commenting, publishing chain-letters, solicitations, advertisements, or inaccurate information).

### Social Media Content

Napo does not represent that the information on Napo’s social media channels is accurate, complete, reliable, useful, timely or current. You read all content at your own risk. Napo is not responsible for monitoring the accuracy of third-party information. However, if an independent third party posts misinformation about Napo’s products, regardless of whether that misinformation appears on Napo’s own forum or an independent third-party forum or website,

Napo may respond to correct the misinformation. Napo does not in any way acknowledge or approve off-label uses that may be described by third parties on social media. Napo does not provide medical advice on social media or through any official Napo publication. Our social media updates and social media pages/accounts do not substitute for medical advice from a physician or other trained medical/health professional. You are advised to contact a health care professional in your area if you need medical advice.

Napo may publish links to articles or information on websites that are outside of Napo's direct control or authority. We are not responsible for, and make no representations or warranties about content on those third-party websites. Such links are not recommendations or endorsements by Napo with respect to how useful, accurate, available, or beneficial the content of any such publications are, and the users assume all responsibility for the use of such sites and any and all information, services, or products through these third-party links. Additionally, any opinions, information, and/or advice, if applicable, on these sites or any site links within these publications are solely those of the respective authors and are not the opinion of Napo.

An official Napo account, profile, or page may "like", "follow", or "retweet" an account. These actions are not endorsements of the user or the content but rather an acknowledgement of the user's engagement with the page, profile, or account solely.

#### Complaints and Adverse Events

Napo is not responsible for any adverse events that may occur by using social media, and each user assumes all responsibilities at their own risk of relying on information published on any social media page of Napo. Napo's social media channels are not the appropriate place to resolve issues or complaints. Napo has established a clear process for complaint reporting and assessing complaints for all Napo-sponsored content published on social media. All requests for product information, adverse event reports, and product complaint reports from third parties and/or users will be instructed to contact Napo Pharmaceuticals by email at [napopharma@missionpharmaceutical.com](mailto:napopharma@missionpharmaceutical.com) or by telephone at (844) 722-8256. Napo encourages all users and third parties to report negative side effects of prescription drugs to the FDA by visiting [www.fda.gov/medwatch](http://www.fda.gov/medwatch) or by calling 1-800-FDA-1088.

#### Other Terms

Napo Pharmaceuticals, Inc. and its owners, directors, officers, members, employees, agents, affiliates, and consultants do not warrant the content of its websites and specifically disclaim, to the fullest extent permitted by law, any and all warranties, express or implied, or any kind or nature whatsoever. Furthermore, Napo will not be liable to any person for any damages, claims, demands, or causes of action, direct or indirect, special, incidental, consequential, or punitive, as a result of such person's use of these social media websites or any information such person may obtain from them.

You agree that by posting content on our social media channels, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit and display and distribute such content in any and all media or distribution methods now known or later developed. Further, by submitting content you represent

and warrant to Napo that you are the sole owner of the content and that Napo's use of the content will not violate the rights of any third party, including, but not limited to copyright rights; and that you will defend and hold Napo harmless from any and all claims arising therefrom. By submitting content you waive any right to inspect or approve of such uses and agree to hold harmless Napo and all others identified above from any and all claims you, your heirs, executors or assigns may at any time have against Napo on account of the granting of the license or arising out of Napo's use of the content.

All terms and conditions of Twitter, Facebook, LinkedIn, and YouTube apply, respectively.