

WEBSITE TERMS OF USE

Version 1.0, dated 28th October 2019

1. Interpretation

1.1 In these terms of use:

1.1.1 **Services** means information relating to the supply of small active pharmaceutical ingredients (API) development and manufacturing services and other related services applicable to the global pharmaceutical industry that we make available to you via the Website.

1.1.2 **we, us or our** means Sterling Pharma Solutions Limited, a limited company registered in the United Kingdom (company number: 05712796), whose registered office is Dudley, Cramlington, Northumberland, NE23 7QG, United Kingdom (VAT number: 320549229), together with our other companies within the Sterling Pharma Solutions group;

1.1.3 **Website** means **www.sterlingpharmasolutions.com** or any other website owned or operated by us or on our behalf which is made available by us to you from time to time;

1.1.4 **you or your** means the person accessing and using the Website.

2. Background and Terms of Use

2.1 Sterling Pharma offers a Website containing information about its Services which has terms of use that Sterling Pharma requires you to comply with when accessing the Website.

2.2 These terms of use (together with the documents referred to in it) set out the terms on which you may make use of the Website.

2.3 Please read these terms of use carefully before you start to use the Website, as they will apply to your use of the Website. We recommend that you print a copy of these terms for future reference.

2.4 We may refer to third parties on the Website, but we do not have any affiliation with, nor do we endorse those third parties by that reference.

2.5 Any data or other information you submit to the Website may be used by us for any purpose.

2.6 We may share your information with other parties, as set out in these terms.

2.7 By using the Website, you are: (i) accepting and consenting to the practices described in these terms in relation to your use of the Website (such use of the Website includes accessing, viewing, interacting with, logging in to, sending messages via, uploading or downloading materials or data to or from, linking to , or using the Website in any other way); and (ii) confirming that you accept these terms of use and that you agree to comply with them at all times.

2.8 You may access and use the Website only if you agree to be legally bound by these terms of use. If you do not agree to these terms of use, you may not access and/or use the Website and must immediately leave the Website.

3. OTHER APPLICABLE TERMS

3.1 These terms of use refer to the following additional terms, which also apply to your use of the Website:

- 3.1.1 Our Privacy Policy <http://sterlingpharmsolutions.com/privacy-policy/>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- 3.1.2 Our Cookie Policy, which sets out detailed information about the cookies we use and the purposes for which we use them on the Website. A copy of our Cookie Policy can be found <http://sterlingpharmsolutions.com/privacy-policy/>.

4. CHANGES AND UPDATES

- 4.1 Please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.
- 4.2 We may make changes at our discretion to the content and features of the Website, these terms, and any policies or links applicable to your use of this Website, at any time and for any reason without providing notice of those changes to you.
- 4.3 The date of the most current version of these terms is set out above. Please check this page from time to time to take notice of any changes we made, as they are binding on you.
- 4.4 Your continued use of the Website after any update has been made signifies your acceptance of those changes.

5. ACCESSING THE WEBSITE

- 5.1 The Website is made available free of charge.
- 5.2 We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 5.3 You are responsible for making all arrangements necessary for you to have access to the Website.
- 5.4 You are also responsible for ensuring that all persons who access the Website through your internet connection or on your behalf are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 5.5 The Website is intended to be used by individuals located in the United Kingdom. We do not represent that content available on or through the Website is permitted by law, appropriate, or available in the location from which you access the Website. Use of the Website from these other locations may be subject to separate or supplemental terms of use. We may limit the availability of the Website to any person or geographic area at any time. If you choose to access the Website from outside the United Kingdom, you do so at your own risk.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Unless otherwise indicated, we are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.
- 6.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 6.4 Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- 6.5 You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.6 If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 6.7 We have the right to disclose your identity to any third party who is claiming that any content posted, submitted, or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 6.8 At no time do you have permission to use our name or branding in any way without first obtaining our prior written consent, which may be granted, rejected, or withdrawn in our sole discretion.
- 6.9 You will not, or allow any third parties to on your behalf, to:
- 6.9.1 make and distribute copies of the Website;
 - 6.9.2 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, or translate the Website;
 - 6.9.3 create derivative works of the Website;
 - 6.9.4 remove or tamper with any copyright notice attached to or contained on the Website;
 - 6.9.5 rent, lease, sub-license, loan, translate, merge, adapt, vary, or modify any part of the Website; or
 - 6.9.6 make alterations to, or modifications of, the Website or permit the website to be combined with, or become incorporate in, any other programmes.

7. NO RELIANCE ON INFORMATION

- 7.1 The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.
- 7.2 We are not liable to you for any loss or damage arising from action or inaction resulting on your reliance on the information, content, or materials displayed on the Website.
- 7.3 Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, error-free, free of omissions, complete, or up-to-date.

8. LIMITATION OF OUR LIABILITY

- 8.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law in relation to your use of the Website.
- 8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.
- 8.3 Subject always to clause 8.1, we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- 8.3.1 use of, or inability to use, the Website; or
- 8.3.2 use of or reliance on any content displayed on the Website.
- 8.4 Please note that in particular (and subject always to Clause 8.1) we will not be liable for:
 - 8.4.1 loss of profits, sales, business, or revenue;
 - 8.4.2 business interruption;
 - 8.4.3 loss of data;
 - 8.4.4 loss of anticipated savings;
 - 8.4.5 loss of business opportunity, goodwill or reputation; or
 - 8.4.6 any indirect or consequential loss or damage.
- 8.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content from the Website, or on any third party website linked to our Website.
- 8.6 We assume no responsibility for the content of third party websites linked on the Website. 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.
- 8.7 You agree to completely and fully indemnify, defend and hold us, and our officers, directors, shareholders, employees and agents from and against all losses, damages, and costs, including attorneys' fees, resulting from your use of the Website, or breach of, or failure to comply with these terms.

9. VIRUSES

- 9.1 We do not guarantee that the Website or the service that makes it available will be secure or free from bugs or viruses.
- 9.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Website safely. You should use and maintain your own virus protection software.
- 9.3 You are responsible for securing and backing up any content uploaded by you.
- 9.4 We are not responsible for viruses. You must not introduce or attempt to introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to the Website. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990 (as amended). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

10. LINKING TO THE WEBSITE

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 10.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

- 10.3 You must not establish a link to the Website in any website that is not owned by you.
- 10.4 The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.
- 10.5 We reserve the right to withdraw linking permission without notice.
- 10.6 If you wish to make any use of content on the Website other than that set out above, please contact us as set out in Clause 17.

11. THIRD PARTY LINKS AND RESOURCES IN THE WEBSITE

- 11.1 Where the Website contains links to other websites and resources provided by third parties, these links and resources are provided for your information only.
- 11.2 We have no control over the contents of those websites or resources and any use of them by you is solely at your own risk.
- 11.3 We aim to replace broken links to other websites but cannot guarantee that these links will always work as we have no control over the availability of other websites.
- 11.4 Due to the very nature of the internet we cannot guarantee our Website or other websites we link to will always be available to you.

12. DATA PROTECTION

- 12.1 We will respect the privacy of your data which we obtain or which you supply to us in accordance with our Privacy Policy which forms part of these terms, and in accordance with the General Data Protection Regulation, the Data Protection Act 2018 and any other applicable data protection and privacy legislation in the United Kingdom which may be enforced from time to time.

13. APPLICABLE LAW

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

14. TRADE MARKS

The Sterling branding on our Website is a registered trade mark of Sterling Pharma Solutions Limited.

15. ENTIRE AGREEMENT

- 15.1 These terms of use constitute the entire agreement with us regarding your use of the Website and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms of use in relation to the Website. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms of use.
- 15.3 Ceasing to use the Website does not affect any provision of these terms, and those terms are expressly or by implication intended to continue on in effect.

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this terms of use or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the terms of use.

18. CONTACT US

If you have any queries in respect to your use of the Website or these terms, please contact us by email or post by writing to:

Email: enquires@sterlingpsl.com

Post: Sterling Pharma Solutions, Sterling Place, Dudley, Cramlington,
Northumberland, England, NE23 7QG.

Thank you for visiting the Website.