Terms of Access

Welcome to a website of Eli Lilly and Company ("Lilly"). By using the site, you agree to be bound by the following terms and all applicable laws and regulations. If you do not agree to these Terms of Access, you are not permitted to use the site or have access through the site.

The information provided on or accessed through this website is provided for informational purposes only. The content accessed through the site ("Content") is not intended in any way to be a substitute for professional medical advice and should not be interpreted as treatment recommendations. Only a physician who has had an opportunity to interact with the patient in person, with access to the patient's records and the opportunity to conduct appropriate follow-up, can provide recommendations for treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Neither the Content nor any other service offered by or through the site is intended to be relied on for medical diagnosis or treatment, without a physician's interaction and involvement. Never disregard medical advice or delay in seeking it because of something you have read on or accessed through the site.

Disclaimer and Limitation of Liability

THE SITE AND THE CONTENT ARE PROVIDED "AS IS". LILLY, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SPECIFICALLY, LILLY, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, SUITABILITY OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, TOOLS, LINKS, OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE SITE OR LILLY. LILLY MAKES NO WARRANTY THAT THE SITE WILL BE AVAILABLE, UNINTERRUPTED, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LILLY, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE SITE OR THE CONTENT BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SITE OR THE CONTENT OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LILLY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE

DISSATISFIED WITH US, ANY OF OUR SERVICES OR THESE TERMS OF ACCESS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF AND ACCESS THROUGH THE SITE.

When using the site and systems accessed through the site, information will be transmitted over a medium that is beyond the control and jurisdiction of Lilly and its suppliers. Accordingly, Lilly assumes no liability for or relating to the delay, failure, interruption, or corruption of any data, Content or other information transmitted in connection with use of the site.

Any claims arising in connection with your use of the site or any Content must be brought within one (1) year of the date of the event giving rise to such action occurred.

Acceptable Use

Everything that you read or see on or through the site is copyrighted or otherwise protected and owned by the Lilly or its licensors. Unless otherwise expressly noted, nothing that you read or see on the site may be copied or used except as provided in these Terms of Access or with the prior written approval of Lilly. You agree to use the site and its Content only for lawful purposes and in compliance with all applicable laws.

We grant you permission to print individual pages accessed through the site, unless otherwise expressly noted, for your own personal, non-commercial use in learning about the services or products offered by Lilly or for your non-commercial use in connection with healthcare or education. If you are a healthcare professional or provider, you may print individual pages accessed through the site, unless otherwise expressly noted, and share the information and materials with others. No other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sale, transmit, upload, download, store, display in public, alter, modify or create derivative works of these materials. This grant of permission is not a transfer of title, and under this permission you may not: use the materials for any commercial purpose, or for any public display (commercial or non-commercial); remove any copyright, trademark or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the materials on any other server.

We make no warranties or representations that your use of any Content will not infringe the rights of third parties.

Submissions

Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Lilly copyright, trademark, patent or trade secret. Except as expressly set forth on the site, if you submit any information to us, including any comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts, or other information, you are granting Lilly a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, retain, repurpose, and commercialize such information, which shall be deemed to be non-confidential, without your consent, attribution or any compensation to you or anyone else. Lilly shall be free to use any know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information. This is true whether you submit such information to us by e-mail, through a form on the site or any sites or systems accessed through the site, on a bulletin board, or in any other manner. Lilly may from time to time monitor, review and, in its sole discretion, modify or delete any postings you make on or through the site; however, Lilly is not obligated to do so. Through your usage of the site or access through the site, you may submit and/or Lilly may gather certain limited information about you and your usage of sites and systems. We are free to use such information for any purpose we deem appropriate, including marketing purposes.

Prohibited Activities

You agree not to: (a) submit or transmit any material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, or might in any other way violate any law, regulation, or rule; (b) use any systems or techniques, or engage in any activities or practices that disrupt, circumvent or otherwise interfere with the operation of the site or any systems accessed through the site; (c) violate the privacy rights of others; (d) allow or permit access to or use of the site or any component thereof by any third parties (who are not authorized users); (e) engage in any conduct that violates these Terms of Access or in Lilly's sole and absolute discretion restricts, inhibits or impacts any other user from using the site or any systems accessed through the site; (f) transmit any content that might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others; (g) transmit any content containing viruses, trojan horses, worms, time bombs, or any other harmful programs; (h) attempt to gain unauthorized access to our site or services, others' accounts or computer systems or networks connected to or accessed through the site, whether through password mining or otherwise; (i) engage in any systematic extraction of data or data fields; or (j) provide false information on your registration form, impersonate any person, or otherwise attempt to mislead others about your identity or the origin of a message or other communication. You are solely responsible for any material you submit to or through the site.

Registration

To obtain full access to the site, you may be required to complete a registration. By registering, you represent and warrant that: (a) you have or that an appropriate person of your company has read, understands and agrees to be bound by these Terms of Access; and (b) you are duly authorized to use and gain access through the site. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You accept responsibility for all activities that occur under your account or password and such use shall be deemed to be use by you. You agree to change your password immediately if you believe your password may have been compromised or used without authorization. You also agree to immediately inform us of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password. Until we are so notified you will remain liable for any unauthorized use of your account. You will ensure that all use of your account fully complies with these Terms of Access. Transfer of the account by you to any other person or entity is prohibited. To the extent you provide personal information (as defined in our

Privacy Statement) to us through the site, it will be true, accurate, current, and complete and you will update all personal information as necessary.

Jurisdiction and Venue

Lilly is located in Indianapolis, Indiana, in the United States of America (USA). The site is intended for the exclusive use of residents of the USA. Lilly makes no representation that the materials on the site or accessed through the site are appropriate or available for use in other locations. Access to the Content may not be legal by certain persons or in certain countries outside of the USA. If you access the site from outside the USA, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

These Terms of Access are governed by the internal substantive laws of the State of Indiana, without resort to its conflict of laws principles. If any provision of these Terms of Access is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Access. You expressly agree that exclusive jurisdiction for any dispute with Lilly, or in any way relating to your use of the site, resides in the courts of the State of Indiana.

Right of Modification and Termination

These Terms of Access are current as of the effective date set forth above. Lilly reserves the right to change these Terms of Access from time to time consistent with applicable laws and principles. These changes will be effective as of the date we post the revised version on the site. Your continued use of the site after we have posted the revised Terms of Access constitutes your agreement to be bound by the revised Terms of Access. If at any time you choose not to accept these Terms of Access, you should not use the site. Lilly shall have the right to terminate, limit or suspend your access to your account or all or any part of the site at any time, with or without notice, for any reason, including without limitation, for any conduct that Lilly believes is in violation of these Terms of Access or any applicable laws or is harmful to the interests of another user, any third party or Lilly. You agree that Lilly will not be liable to you or to any third party for any modification, suspension or discontinuance of the site or your access to the site. Additionally, Lilly may terminate this agreement and your access through the site at any time, without notice to you, if Lilly believes, in its sole judgement, that you have breached or may breach any term or condition of this agreement, or Lilly may terminate this agreement for our convenience. You may terminate this agreement at any time by destroying all materials received from or through the site and ceasing to use the site.

Entire Agreement

Except as expressly provided in a particular "legal notice" on the site, these Terms of Access constitute the entire agreement between you and Lilly with respect to the use of the site and the Content. Your use of the site is also subject to the Privacy Statement.