



## **CUMBERLAND PHARMACEUTICALS INC.**

### **TERMS OF USE UPDATED 7/1/2025**

These Terms of Use (“Terms”) govern your access to and use of the websites and online services that we operate and that link to these Terms (collectively, the “Website”).

Please review these Terms carefully before using the Website because they are a legal contract between you and Cumberland Pharmaceuticals. (“Cumberland Pharmaceuticals,” “we,” “us” or “our”). By using the Website, you agree to be bound by and comply with these Terms. We may change these Terms or modify any features of the Website at any time. The most current version of the Terms can be viewed by clicking on the “Terms of Use” link posted through the Website. You accept the Terms by using the Website, and you accept any changes to the Terms by continuing to use the Website after we post the changes.

### **PRIVACY NOTICE**

Our Privacy Policy & Notice is incorporated into these Terms by reference, and constitutes a part of these Terms. By using the Website, you indicate that you understand and consent to the collection, use, and disclosure of your information as described in our Privacy Policy & Notice.

### **PROHIBITED CONDUCT**

You may not access or use, or attempt to access or use, the Website to take any action that could harm us or any third party, interfere with the operation of the Website, or in a manner that violates any law(s). For example, and without limitation, you may not:

- If you are a healthcare professional, you will not submit any information that would directly identify a patient or any information for which you do not have all necessary consents or authorizations to disclose;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity or the origin of any information you provide;
- Engage in unauthorized spidering, scraping or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Website;
- Use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity conducted on the Website or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage or support anyone else’s attempt to engage in such activities) any of the software comprising or in any way making up a part of the Website. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited;
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;



- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to Cumberland Pharmaceuticals' or its users' computers or systems;
- Send or cause to be sent any communication (including email) to other users without their consent (e.g., "mailbombs" or "spamming");
- Cause damage, embarrassment, or adverse publicity to Cumberland Pharmaceuticals; or engage in any other conduct that restricts or inhibits any person from using or enjoying the Website or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Website for any or no reason at any time without notice

### **MEDICAL DISCLAIMERS**

The Website and any information or content provided therein are for informational and educational purposes only and are not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. Cumberland Pharmaceuticals does not give medical advice, nor does it provide medical or diagnostic services. Your reliance upon any content or information provided through the Website is solely at your own risk.

### **USER COMMUNICATIONS**

You remain fully responsible for the materials that you provide to us, including, without limitation, information, requests, creative works, pictures, photographs, letters, documents, demos, ideas, suggestions, reviews, concepts, methods, systems, designs, plans, techniques, or other materials submitted, posted, uploaded, sent or otherwise transmitted to us ("User Content"). You agree not to provide User Content that:

- Infringes on the copyright, trademark, patent, or other intellectual property right of any third party;
- Is false, misleading, libelous, defamatory, obscene, abusive, hateful, or sexually explicit;
- Violates a third party's right to privacy or publicity;
- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification;
- Contains epithets or other language or material intended to intimidate or incite violence;
- Contains a virus, worm, Trojan Horse, time bomb, or any other harmful program or component;
- Contains any commercial material or solicits any funds (charitable or commercial), perpetuates chain letters or pyramid schemes, promotes commercial entities, or otherwise engages in commercial activity; or Violates any applicable local, state, national, or international law, or advocates illegal activity.

We are not obligated to use your User Content. We do not guarantee any confidentiality with respect to any User Content. Please do not send us any confidential or proprietary information or material.



The obligations that you have to us under these Terms shall survive termination of the Website, any use by you of the Website, any User Content uploaded or sent through the Website, or these Terms.

### **INTELLECTUAL PROPERTY**

The Website is protected under the copyright, trademark and other intellectual property laws of the United States and other countries. All intellectual property rights in the Website are owned by us or our third-party licensors to the full extent permitted under United States and international intellectual property laws. You may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the Website, including the Cumberland Pharmaceuticals name and logo, without our written consent. You may provide a link to the top page of the Website unless and until Cumberland Pharmaceuticals gives notice that you must discontinue linking to the Website.

### **THIRD-PARTY CONTENT AND LINKS TO THIRD-PARTY WEBSITES**

The Website may contain links to third-party content. We do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content. Use of any linked third-party content is at the user's own risk.

### **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE OPERATION OF THE WEBSITE OR THE INFORMATION, MATERIALS, GOODS OR SERVICES APPEARING OR OFFERED ON THE WEBSITE, ALL OF WHICH ARE PROVIDED "AS IS."

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY (1) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (2) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; (3) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE WEBSITE; (4) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF DATA MADE AVAILABLE ON THE WEBSITE OR OTHERWISE BY CUMBERLAND PHARMACEUTICALS; (5) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE OR OTHER ACTS OR OMISSIONS BY CUMBERLAND PHARMACEUTICALS OR ANY THIRD PARTY; AND (6) WARRANTY OF TITLE. FURTHER, THERE IS NO WARRANTY THAT THE WEBSITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, (1) THAT THE WEBSITE OR ANY EMAIL WE SEND YOU IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY BECAUSE OF YOUR ACCESS TO, USE OF OR BROWSING ON THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE WEBSITE; OR (2) THAT THE WEBSITE, WEBSITE CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UP-TO-DATE, OR UNINTERRUPTED.



IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL CUMBERLAND PHARMACEUTICALS, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, AND LOST PROFITS, ARISING OUT OF YOUR ACCESS, USE, MISUSE OR INABILITY TO USE THE WEBSITE, WEBSITE CONTENT, USER CONTENT OR ANY LINKED SITES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF CUMBERLAND PHARMACEUTICALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CUMBERLAND PHARMACEUTICALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CUMBERLAND PHARMACEUTICALS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUMBERLAND PHARMACEUTICALS DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO STOP USING THE WEBSITE.

#### **APPLICABLE LAW; JURISDICTION**

These Terms are governed by, and must be construed in accordance with, the laws of the United States and the State of Tennessee, as applicable, without giving effect to their principles of conflicts of law. By using the Website, you waive any claims that may arise under the laws of other countries or territories.

With respect to any and all disputes arising out of or in connection with the Website or these Terms (including, without limitation, the Privacy Notice), Cumberland Pharmaceuticals and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and Cumberland Pharmaceuticals do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.



Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Cumberland Pharmaceuticals will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

Cumberland Pharmaceuticals and you agree that all disputes arising under these Terms that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in Nashville, Tennessee, or another forum mutually agreed upon by the parties, pursuant to the Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) by a sole arbitrator nominated by agreement of the parties and confirmed in accordance with said Rules. The arbitrator’s award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that Cumberland Pharmaceuticals is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the terms of these Terms pending a final arbitral decision.

To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute isn’t filed within one year, it is permanently barred. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed, with the remainder of this section remaining in full force and effect.

#### **SEPARATE TERMS AND CONDITIONS**

In connection with your use of the Website, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these supplemental policies and terms carefully before making any use of such portions of the Website. Any supplemental terms will not vary or replace these Terms regarding any use of the Website, unless otherwise expressly stated.

#### **ACCESS OUTSIDE THE UNITED STATES**

Cumberland Pharmaceuticals makes no claim that the Website is appropriate for access or use outside the United States. Your access and use of the Website outside the United States are at your own risk, and you are responsible for compliance with the laws of your jurisdiction.

#### **MISCELLANEOUS**

These Terms constitute the entire agreement between Cumberland Pharmaceuticals and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment or agency relationship exists between you and Cumberland Pharmaceuticals Inc. as a result of these Terms or your access to and use of the Website.



Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

**CONTACT INFORMATION**

If you have any questions about the Terms, please contact us at:

Cumberland Pharmaceuticals Inc.

Attn: Chief Compliance Officer

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