

## LANNETT WEBSITE

### TERMS AND CONDITIONS OF USE

Please read the following Terms and Conditions of Use (these “Terms”) carefully before using the Lannett Website, located at [www.lannett.com](http://www.lannett.com), as well as any online features, services and/or programs offered by Lannett (collectively, the “Website”). By accessing or using the Website, you agree to the following Terms. You should review these Terms regularly as they may change at any time in the sole discretion of Lannett Company, Inc. (“Lannett”). If you do not agree to any portion of these Terms, you should not access or otherwise use the Website. “Content” refers to any materials, documents, images, graphics, logos, design, audio, video and any other information provided from or on the Website.

1. **CONVENIENCE AND INFORMATION ONLY.** The Website is provided to you without charge as a convenience and for your information only. By merely providing access to the Website, Lannett does not warrant or represent that: (a) the Content is accurate or complete; (b) the Content is up-to-date or current; (c) Lannett has any obligation to update any Content; (d) the Content is free from technical inaccuracies or typographical errors; (e) the Content is free from changes caused by a third party; (f) your access to the Website will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through the Website is accurate or complete.

2. **SITE USE AND CONTENT.** You may view, copy or print pages from the Website solely for personal, non-commercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information from the Website without the express, prior, written consent of Lannett. At any time, we may, without further notice, make changes to the Website, to these Terms and/or to the services described in these Terms. We will make an effort to update this web page with any changes to these Terms and/or to the services described in these Terms.

3. **USER ACCOUNT, PASSWORD AND SECURITY.**

(a) **USER ACCOUNT.** For certain types of features available through the Website, we require the use of encryption technologies provided for your protection and/or your use of a UserID and password after setting up a User Account. We use reasonable precautions to protect the privacy of your UserID, password and User Account information by utilizing a Secure Socket Layer (“SSL”) connection. Accordingly, your UserID, password and User Account information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Website. You, however, are ultimately responsible for protecting your UserID, password and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to (i) immediately notify Lannett of any unauthorized use of your UserID, password or User Account, or any other breach of security, and (ii) ensure that you exit from your User Account at the end of each session. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception or error.

(b) **ACCURATE INFORMATION.** In creating and using your User Account on the Website, you agree to: (i) provide true, accurate, current and complete information about yourself on any registration form required on the Website (such information being the “Registration Data”); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Lannett has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

#### 4. **DISCLAIMERS**

(a) **NO WARRANTIES; INDEMNIFICATION.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. LANNETT PROVIDES THE WEBSITE ON A COMMERCIALY REASONABLE BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE, THE CONTENT OR ANY SERVICES OFFERED IN CONNECTION WITH THE WEBSITE ARE OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE WEB PAGES ON THE WEBSITE OR THE SERVERS USED IN CONNECTION WITH THE WEBSITE ARE OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. LANNETT DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT LANNETT WILL HAVE ADEQUATE CAPACITY FOR THE WEBSITE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. UNLESS LANNETT OTHERWISE AGREES IN A WRITING SIGNED BY AN AUTHORIZED OFFICER OF LANNETT, THE ENTIRE LIABILITY OF LANNETT AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SERVICE OR PRODUCT PROVIDED ON OR THROUGH THE WEBSITE WILL BE THE REFUND OF THE PURCHASE PRICE FOR ANY PRODUCTS OR SERVICES FOUND TO BE INADEQUATE.

(b) **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Lannett and its directors, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by Lannett, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; and/or (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties.

5. **LIMITATION OF LIABILITY.** THE ENTIRE LIABILITY OF LANNETT AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE WEBSITE AND/OR ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE WEBSITE WILL BE THE CANCELLATION OF YOUR USER ACCOUNT. IN NO EVENT WILL LANNETT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEBSITE AND/OR ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE AND/OR ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE WEBSITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE LIABILITY OF LANNETT WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

6. **PRIVACY.** Personal data that you provide regarding yourself will be handled in accordance with Lannett's Privacy Policy [www.lannett.com/privacy](http://www.lannett.com/privacy)

Children under the age of thirteen (13) are prohibited from submitting any personally identifiable information. If we learn that a user under the age of thirteen (13) is publicly posting or sharing personally identifiable information on or through the Website, then we will block that user from accessing those areas of the Website.

#### 7. **THIRD PARTY CONTENT.**

(a) Lannett may provide hyperlinks to other websites maintained by third parties, or Lannett may provide third party content on the Website by framing or other methods. THE LINKS TO AND

FRAMES OF THIRD PARTY WEBSITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED OR FRAMED WEBSITE IS NOT UNDER LANNETT'S CONTROL AND LANNETT IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED OR FRAMED WEBSITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEBSITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED TO THE WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

(b) If a third party links to the Website, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with Lannett. In most cases, Lannett is not even aware that a third party has linked to the Website. A third party website that links to the Website: (i) may link to, but not replicate, Lannett's Content; (ii) may not create a border environment or frame Lannett's Content; (iii) may not imply that Lannett is endorsing it or its products or services; (iv) may not misrepresent its relationship with Lannett; (v) may not present false or misleading information about Lannett's products or services; (vi) should not include content that could be construed as distasteful, offensive or controversial; and (vii) should contain only Content that is appropriate for all age groups.

8. **COPYRIGHT AND TRADEMARKS.** Lannett is the copyright owner or authorized licensee of all text and all graphics contained on the Website. All trademarks and service marks of Lannett, or its subsidiaries or affiliates, that may be referred to on the Website are the property of Lannett, or one of its subsidiaries or affiliates. Other parties' trademarks and service marks that may be referred to on the Website are the property of their respective owners. Nothing on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Lannett's, or its subsidiaries' or affiliates', trademarks, service marks or copyrights without Lannett's prior written permission. Lannett aggressively enforces its intellectual property rights. Neither the name of Lannett, its subsidiaries or affiliates, nor any of Lannett other trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity or promotional materials of any kind, whether relating to the Website or otherwise, without Lannett's prior written permission, except that a third party website that desires to link to the Website and that complies with the requirements of Paragraph 7(b) above may use the name "Lannett" in or as part of that link.

9. **AVAILABILITY.** Information that Lannett publishes on the Website may contain references or cross-references to products, programs or services of Lannett, its partners, subsidiaries or affiliates, that are not necessarily announced or available in your area. Such references do not mean that Lannett, or any of its partners, subsidiaries or affiliates, will announce any of those products, programs or services in your area at any time in the future. You should contact Lannett for information regarding the products, programs and services that may be available to you, if any.

10. **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and UserIDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Website with his or her UserID and password.

11. **COPYRIGHT COMPLAINTS.** Lannett owns, protects and enforces copyright and other rights in its own intellectual property, and respects the intellectual property rights of others. Materials may be made available on the Website by third parties not within the control of Lannett. It is our policy not to permit materials known by us to be infringing to remain on the Website. Please notify us promptly if you believe that any materials on the Website infringe the intellectual property rights of anyone else. Once we receive proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), Lannett will respond promptly to remove the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue. Notice of alleged infringement must be sent by certified or registered mail and marked "Copyright Infringement" to Lannett Customer Service, 9000 State Road, Philadelphia, Pennsylvania 19136.

12. **TERMINATION OF SERVICE.** We may terminate your account or right to access secured portions of the Website at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Website, to Lannett, to its partners, to the business of the Website's internet service provider, or to other information providers.

13. **GOVERNING LAW.** These Terms will be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of laws. By using or accessing the Website, you agree that any action at law or in equity arising out of or relating to your use of the Website or these Terms will be filed only in the state or federal courts in the Commonwealth of Pennsylvania, Philadelphia County, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

14. **LOCAL LAWS.** Lannett makes no representation that content or materials on the Website are appropriate or available for use in jurisdictions outside the United States. Access to the Website from jurisdictions where such access is illegal is prohibited. If you choose to access the Website from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. Lannett is not responsible for any violation of law. You may not use or export the Content or materials on the Website in violation of U.S. export laws and regulations. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and imported into the country in which you reside (if different from the United States).

15. **CUSTOMER COMMENTS.** We welcome the submission of comments, information or feedback through the Website. By submitting information through the Website, you agree that the information submitted will be subject to the Lannett Privacy Policy.

[www.lannett.com/privacy](http://www.lannett.com/privacy)

### **Your Consent To This Agreement**

By accessing and using the Website, you consent to and agree to be bound by the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on this web page so that you will always be able to understand the terms and conditions that apply to your use of the Website.

If you have additional questions or comments of any kind, or if you see anything on the Website that you think is inappropriate, please let us know by e-mail [customerservice@lannett.com](mailto:customerservice@lannett.com) or by sending your comments to:

Lannett Company, Inc.  
9000 State Road  
Philadelphia, PA 19136

Attn: Customer Care – Website Issues  
215.333.9000  
[info@lannett.com](mailto:info@lannett.com)

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EFFECTIVE AS OF: July 1, 2010  
LAST UPDATED: June 14, 2010