

## **WWW.DISCOVERREVITA.CO.UK – TERMS OF USE**

This page sets out the terms of use (the “**Terms of Use**”) on which you make use of [[www.discoverrevita.co.uk](http://www.discoverrevita.co.uk)], the Revita telephone hotline and our Revita call-back service (together, the “**Website**”). By entering and using the Website you are deemed to have read and accepted these Terms of Use. If you do not accept these Terms of Use or any part of them, you should not use the Website. Fractyl may modify these Terms of Use at any time. Any changes we may make to these Terms of Use in the future will be posted on this page and, where appropriate, notified to you by e-mail. Your continued use of this Website (or any of Fractyl’s other websites) following such change demonstrates your agreement to be bound by the modified Terms of Use. We advise you to check the Terms of Use often and take notice of any changes we make as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Website. If you do not agree to any change to the Terms of Use, then you must immediately stop using the Website.

### **1. INFORMATION ABOUT US**

Our Website is a website operated by Fractyl Laboratories Ltd, (“**Fractyl**”, “**we**”, “**us**”, or “**our**”). We are a company registered in England and Wales with company number 12184948. Our parent company is Fractyl Laboratories, Inc., which is a company established in Massachusetts, United States.

### **2. ACCESSING OUR WEBSITE**

Access to our Website is permitted on a temporary basis and we reserve the right to withdraw or amend the functionality of our Website without notice. We will not be liable if for any reason our Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use, and that they comply with them.

### **3. ACCURACY OF CONTENT**

Fractyl makes every effort to ensure that the content of the Website is accurate and up-to-date, but does not offer any warranties (whether express implied or otherwise) as to the reliability, accuracy or completeness of the information appearing on the Website. Fractyl may remove material from the Website at its own discretion and without giving any notice. Any information offered in relation to the use or efficacy of specific treatments or products, while based on scientific evidence, is intended to be informative in nature and is not intended to amount to advice upon which reliance should be placed. Always read labels and consult professional support if in doubt. If you choose to rely on such information, you do so entirely at your own risk and (subject to applicable laws) Fractyl cannot be held responsible for the outcome.

### **4. NO MEDICAL ADVICE**

Neither Fractyl or its affiliates, directors, employees, contractors, representatives and agents are engaged in rendering medical or similar professional services or advice via the Website, including for clarity, the Revita telephone hotline and our Revita call-back service. Our advisors are not acting in a health care professional capacity and the services they provide do not include the provision of medical or clinical care. Any and all information provided via the Website, including for clarity, the Revita telephone hotline and our Revita call-back service, is provided for informational purposes only, and it is not a recommendation or endorsement of any particular device or treatment or a representation that a particular device or treatment is safe, appropriate or effective for you. Any and all information provided

is not intended to replace medical advice offered by a physician or other professional health care provider. If you desire or need such services or advice, you should consult a professional health care provider. You should not change your health behaviours on the basis of any information obtained through our Website, including for clarity, the Revita telephone hotline and our Revita call-back service. Always seek the advice of a qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read or seen on our Website or heard via the Revita telephone hotline and our Revita call-back service. We do not guarantee that the content or products and treatments described on the Website, including for clarity, the Revita telephone hotline and our Revita call-back service, are safe and proper for every individual. You should not construe our publication of any content on our Website or the statement of any matter by one of our advisers via the Revita telephone hotline and our Revita call-back service as an endorsement by us of the views expressed, or any warranty or guarantee of any strategy, recommendation, treatment, action or application of medication or preparation made. Reliance on any information provided through our Website, including for clarity, via the Revita telephone hotline and our Revita call-back service, is solely at your own risk. We make no representations, warranties or guarantees, whether express or implied, that the Website, including for clarity, the Revita telephone hotline and our Revita call-back service, will meet your particular requirements or needs. You acknowledge and agree that we are not a health care provider and that we do not provide any medical care, advice, opinion, diagnosis or treatment for any medical conditions, and that no doctor-patient relationship is, or will be, established between Fractyl and you as a result of your use of the Website, including for clarity, the Revita telephone hotline and our Revita call-back service, or otherwise. Our Website, including for clarity, the Revita telephone hotline and our Revita call-back service, may contain or express health- or medical-related materials or descriptions of certain human organs and/or systems that may be explicit. If you find these materials offensive, you may not want to use our Website, including for clarity, the Revita telephone hotline and our Revita call-back service.

## **5. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trademarks and other intellectual property rights in the Website content, software and all HTML and other code contained in this Website, shall remain at all times vested in Fractyl and/or its licensors, and is protected by copyright and other laws and international treaty provisions. All such rights are reserved. Users may not modify, copy, distribute, transmit, display, redistribute, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any material which may be displayed on the Website from time to time without first obtaining permission to do so from Fractyl in writing. The Website and its contents are copyright material and the copyright is owned by Fractyl unless stated otherwise. Without limiting the foregoing, copying the above listed materials to any other server or location for publication, reproduction or distribution is expressly prohibited. Generally speaking, trademarks appearing on the Website are either owned by Fractyl or Fractyl has obtained limited use permission from the trademark owner to use the trademark on the Website. Any other third party trademarks remain the property of their respective owners.

If you wish to obtain permission to make use of any of the copyrights, trademarks or other rights or material that may be displayed on the Website from time to time please contact us at [info@fractyl.com](mailto:info@fractyl.com). Fractyl shall not be responsible for seeking any additional authorisation required for third party use of any trademark not owned by or licensed to Fractyl for such use.

## **6. PROHIBITION ON COMMERCIAL USE OF WEBSITE CONTENT**

You are permitted to use the material that is displayed on the Website only as expressly authorised by Fractyl or its licensors and partners. This Website is intended to provide information relating to Fractyl and the Revita System, and the Website is designed for users' personal, non-commercial use only. Users may not use this Website, or any of the material appearing on the Website from time to time, to further

any commercial purpose, including (but not limited to) advertising or to promote or generate activity on any other website.

## **7. LINKING**

Fractyl may from time to time include links on this Website to other websites or resources operated by parties other than Fractyl. These links are provided for the convenience of users and for information purposes only. Fractyl is not responsible for the availability of such external websites or resources, does not endorse or accept responsibility for them or for any loss or damage that may arise from your use of the websites or the content of such external websites or resources. Fractyl has no responsibility for or control over the terms and conditions of use and the privacy policy (if any) of the operators of the external websites. You are advised to check the terms and conditions of use and the privacy policies of these external websites before entering or making use of them.

If you wish to create a hyperlink to this Website or to any other website operated or maintained by Fractyl please contact us at [info@fractyl.com](mailto:info@fractyl.com). By so linking, you agree that Fractyl may require the link to be removed if, in Fractyl's sole opinion, any aspect of the linking website, its content or any other matter relating to the link is objectionable to Fractyl.

Without prejudice to the above, any link must be provided in a fair and legal way that does not damage Fractyl's reputation or take advantage of it and must not be established in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our Website other than that set out above, please address your request to [info@fractyl.com](mailto:info@fractyl.com).

## **8. LIMITATION OF LIABILITY**

The Internet is by its nature an unreliable medium. Consequently, you accept that this Website is offered on an 'as is' and 'as available' basis. Fractyl takes all reasonable steps to ensure that the Website is properly functioning at all times but Fractyl does not warrant that this Website will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that this Website or the server that makes it available are free of software viruses or bugs or other defects.

Nothing in these Terms of Use shall exclude or limit our liability for losses which may not be lawfully excluded or limited by applicable law. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Subject to the paragraph above, by accepting these Terms of Use, you accept that Fractyl will not be liable to you for any loss or damage you suffer as a result of visiting this Website or making use of the information available on the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Website; or
- use of or reliance on any content displayed on our Website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;

- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

These limitations on our liability to you shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising. You must take your own precautions (including but not limited to installing adequate protective measures to guard against software viruses and ensuring that you retain up-to-date copies of all data) to protect yourself against loss or damage.

## **9. INDEMNITY**

You agree to defend, indemnify, and hold harmless Fractyl, its subsidiaries and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out a breach by you of these Terms of Use or arising out of a breach of your obligations, any representation you make or warranties you provide under these Terms of Use.

## **10. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE**

We process information about you in accordance with our privacy policy [<https://discoverrevita.co.uk/wp-content/uploads/2019/10/privacy-policy.pdf>]. By using our Website, you warrant that all data provided by you is accurate.

## **11. VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may be committing a criminal offence under the Computer Misuse Act 1990 in the UK. 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 our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

## **12. LEGAL NOTICE**

By accessing this Website, you agree that all matters relating to your access to and use of this Website or its products shall be governed by the statutes and laws of the United States of America and, specifically, the State of Massachusetts – without regard to the conflict of laws or principles thereof. You also agree and hereby submit to the exclusive personal jurisdiction and venue of the State of Massachusetts and the Federal Justice System of the United States, with respect to any such matters relating to your access or use of this website and/or its products.

## **13. ENTIRE AGREEMENT**

These Terms of Use constitute the whole legal agreement between you and Fractyl and govern your use of the Website and completely replace any prior agreements between you and Fractyl in relation to the Website.

**14. WAIVER**

Our failure to insist upon or enforce any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

**15. SEVERABILITY**

If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from the Terms of Use without affecting the rest of the Terms of Use, and the remaining provisions of the Terms of Use will continue to be valid and enforceable.

**16. CONTACT**

Should you have any questions, please contact Fractyl at [info@fractyl.com](mailto:info@fractyl.com).