What is the Probuphine REMS Program?

A Risk Evaluation and Mitigation Strategy (REMS) is a strategy to manage known or potential serious risks associated with a drug product and is required by the Food and Drug Administration (FDA) to ensure the benefits of a drug outweigh its risks. Titan Pharmaceuticals has worked with the FDA to develop the Probuphine REMS Program to mitigate the risk of complications of migration, protrusion, expulsion, and nerve damage associated with the insertion and removal of Probuphine and the risks of accidental overdose, misuse and abuse.

REMS Program Overview

☑ Training – for healthcare providers who prescribe, insert and remove Probuphine on steps to mitigate the risks of complications related to the insertion and removal procedures, and the risks of accidental overdose, misuse, and abuse.
**Certification** - for healthcare providers who prescribe Probuphine by completing the **Probuphine REMS Program Live Training: Lecture and Practicum**, the **Probuphine REMS Program Knowledge Assessment**, and enrollment in the Probuphine REMS Program.

**Certification** - for healthcare providers who perform Probuphine surgical procedures by completing the **Probuphine REMS Program Live Training: Lecture and Practicum**, the **Probuphine REMS Program Knowledge Assessment**, the **Probuphine REMS Program Criteria for Procedural Competency** and enrollment in the Probuphine REMS Program.

**Certification** - for pharmacies who dispense Probuphine by completing the **Probuphine REMS Pharmacy Enrollment Form** and enrollment in the Probuphine REMS Program.

**Recertification** - Titan will notify clinicians in the database that the 12-month expiration of certification time point is approaching, and an attestation of having completed either online or live training for recertification will be required prior to placement of any additional orders from the healthcare provider. Use the **Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Recertification Form** to begin the recertification process. This form is available [here](#) or by clicking on the recertification button above. Healthcare providers will have a 30 day grace period to take corrective action to retain certification. If they are decertified they will need to attend the **Probuphine REMS Program Live Training: Lecture and Practicum** in order to regain certification.

**Patient Counseling** - about the risks associated with the insertion and removal of Probuphine; the risks of accidental overdose, misuse, and abuse if the Probuphine implants come out or protrude from the skin; and when to contact the healthcare provider.
implants come out or protrude from the skin; and when to contact the healthcare provider.

- **Closed Distribution** – only to healthcare providers and pharmacies certified in the Probuphine REMS Program.
For any additional information about the Probuphine REMS Program, please call 1-866-397-8939

To report SUSPECTED ADVERSE REACTIONS, contact Titan at 1-844-859-6341 or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch
Healthcare Providers

+ Healthcare Providers Who Prescribe Probuphine
+ Healthcare Providers Who Perform Probuphine Surgical Procedures
+ Healthcare Providers Who Prescribe, Insert, and Remove Probuphine
+ Enroll in the Probuphine REMS Program Live Training: Lecture and Practicum
+ Probuphine Re-Certification

Materials for Healthcare Providers

Probuphine REMS Program Healthcare Provider Who Prescribes Enrollment Form

Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Enrollment Form

Probuphine REMS Program Healthcare Provider Dual Enrollment Form

Probuphine REMS Program Live Training: Lecture Slides

Probuphine REMS Program Knowledge Assessment

Probuphine REMS Program Criteria for Certification
Healthcare Providers

- Healthcare Providers Who Prescribe Probuphine
  
  Healthcare providers who prescribe Probuphine shall be specially certified. To become certified to prescribe Probuphine, healthcare providers shall:
  
  a. Review the Prescribing Information for Probuphine including the Instructions for Use
  b. Take the Probuphine REMS Program Live Training: Lecture and Practicum
  c. Successfully complete the Probuphine REMS Program Knowledge Assessment
  d. Enroll in the Probuphine REMS Program by completing and signing the Probuphine REMS Program Healthcare Provider Who Prescribes Enrollment Form (form available on this website and at all live training sessions)

+ Healthcare Providers Who Perform Probuphine Surgical Procedures

+ Healthcare Providers Who Prescribe, Insert, and Remove Probuphine

+ Enroll in the Probuphine REMS Program Live Training: Lecture and Practicum

+ Probuphine Re-Certification

Materials for Healthcare Providers

- Probuphine REMS Program Healthcare Provider Who Prescribes Enrollment Form

- Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Enrollment Form

- Probuphine REMS Program Healthcare Provider Dual Enrollment Form

- Probuphine REMS Program Live Training: Lecture Slides

- Probuphine REMS Program Knowledge Assessment

- Probuphine REMS Program Criteria for Procedural Competency

- Probuphine REMS Program Insertion/Removal Log

- Probuphine REMS Program Procedure Record for Recertification
Healthcare Providers

+ Healthcare Providers Who Prescribe Probuphine

- Healthcare Providers Who Perform Probuphine Surgical Procedures

Healthcare providers who perform Probuphine Surgical procedures must be specially certified. To become certified to insert Probuphine in the Probuphine REMS Program, healthcare providers must:

- Review the *Prescribing Information* for Probuphine.

- Attest to performing a surgical procedure in the three months immediately preceding enrollment in the Probuphine REMS Program.

- Take the *Probuphine REMS Program Live Training: Lecture and Practicum*, which includes training on the proper removal procedure for Probuphine.

- Successfully complete the *Probuphine REMS Program Knowledge Assessment*.

- Successfully complete the *Criteria for Procedural Competency*.

- Enroll in the Probuphine REMS Program by completing the *Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Enrollment Form*.

- Obtain recertification annually to continue functioning as an inserter of Probuphine.

Materials for Healthcare Providers

- Probuphine REMS Program Healthcare Provider Who Prescribes Enrollment Form

- Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Enrollment Form

- Probuphine REMS Program Healthcare Provider Dual Enrollment Form

- Probuphine REMS Program Live Training: Lecture Slides

- Probuphine REMS Program Knowledge Assessment

- Probuphine REMS Program Criteria for Procedural Competency

- Probuphine REMS Program Insertion/Removal Log

- Probuphine REMS Program Procedure Record for Recertification
Healthcare Providers who prescribe, insert and remove Probuphine surgical procedures in a dual role shall be specially certified. To become certified to prescribe and perform Probuphine surgical procedures, healthcare providers shall:

- Review the **Prescribing Information** for Probuphine including the Instructions for Use.

- Attest to performing a sterile procedure in the three months immediately preceding enrollment in the Probuphine REMS Program.

- Take the **Probuphine REMS Program Live Training: Lecture and Practicum**, which includes training on the proper removal procedure for Probuphine.

- Successfully complete the **Probuphine REMS Program Knowledge Assessment**.

- Successfully complete the **Criteria for Procedural Competency**

- Enroll in the Probuphine REMS Program by completing the **Probuphine REMS Program Healthcare Provider Dual Enrollment Form**.

- Obtain recertification annually to continue functioning as an inserter of Probuphine.
Healthcare Providers

+ Healthcare Providers Who Prescribe Probuphine
+ Healthcare Providers Who Perform Probuphine Surgical Procedures
+ Healthcare Providers Who Prescribe, Insert, and Remove Probuphine
  - Probuphine REMS Program Live Training Enrollment

Please fill in the information below to receive an email about the Probuphine REMS Program Live Training: Lecture and Practicum.

**Email Address** *

**First Name** *

**Last Name** *

**Phone Number** *

* indicates required
For any additional information about the Probuphine REMS Program, please call 1-866-397-8939

To report SUSPECTED ADVERSE REACTIONS, contact Titan at 1-844-859-6341 or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch
Probuphine REMS Program Live Training Enrollment

Please fill in the information below to receive an email about the Probuphine REMS Program Live Training: Lecture and Practicum.

Email Address *

First Name *

Last Name *

Phone Number *

Zip Code *

NPI Number *

* indicates required
For any additional information about the Probuphine REMS Program, please call 1-866-397-8939

To report SUSPECTED ADVERSE REACTIONS, contact Titan at 1-844-859-6341
or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch
Titan will notify each prescriber and healthcare provider who performs Probuphine surgical procedures at least one month prior to the expiration of certification, and an attestation of having completed either online or live training for annual recertification will be required prior to placement of any additional orders from the healthcare provider. Use the Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Recertification Form to begin the recertification process. This form is available here or by clicking on the recertification button above.

Healthcare providers who perform Probuphine surgical procedures may be audited. The audit will, at a minimum, consist of a review of documentation to confirm compliance with the Probuphine REMS Program healthcare provider recertification requirements and if required will include an interview with the healthcare provider to discuss the documentation.

Please see below for the Probuphine REMS Recertification Training Requirements:
## Probuphine® REMS Recertification Training Requirements

Your Training Requirements can be found at the intersection of the row and column you select below based upon your personal experience:

<table>
<thead>
<tr>
<th>I have current operating privileges at hospitals or out-patient surgical centers: (Select the &quot;yes&quot; or &quot;no&quot; Column below that Applies)</th>
<th>IF YES</th>
<th>IF NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Probuphine procedures in the past 12 months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Select the Row that applies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 or More</td>
<td></td>
</tr>
<tr>
<td>I must review the Probuphine REMS Program Probuphine Surgical Procedures Recertification Video found on the Probuphine REMS website every year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Performed 10 or more successful procedures (comprised of at least five insertions and five removals)</td>
<td></td>
</tr>
</tbody>
</table>

---

1. Available at [Probuphine REMS Program Surgical Procedures Recertification](https://www.probuphine.com) website.
<table>
<thead>
<tr>
<th>10 or More</th>
<th>10 or More</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performed 10 or more successful procedures (comprised of at least five insertions and five removals)</td>
<td>Performed 10 or more successful procedures (comprised of at least five insertions and five removals)</td>
</tr>
<tr>
<td>I must review the <strong>Probuphine REMS Program Probuphine Surgical Procedures Recertification Video</strong> found on the Probuphine REMS website <strong>every year</strong>.</td>
<td>Probuphine REMS website <strong>every year</strong>.</td>
</tr>
<tr>
<td></td>
<td>I understand that I should keep documentation of all successfully completed procedures on the <strong>Probuphine REMS Program Procedure Record for Recertification</strong> or another record of my choosing - which must be provided to the Probuphine REMS Program if I am audited.</td>
</tr>
<tr>
<td>Less than 10</td>
<td>Less than 10</td>
</tr>
</tbody>
</table>
| Performed less than 10 successful procedures (comprised of at least five implantations and five removals) | I must (annually):
| | • attend a **Probuphine REMS Program Live Training; Lecture and Practicum** session |
| | • successfully complete the **Probuphine REMS Program Knowledge Assessment** test |
| | • meet the **Probuphine REMS Program Criteria for Procedural Competency** |

1 Denotes the minimal requirements. Healthcare Providers should utilize the tools provided for recertification as needed to ensure proper insertion/ removal of Probuphine is conducted in accordance with the Probuphine REMS Program.

2 “Successful” implantation and removal procedures exclude attempted procedures that require assistance of other surgical specialties for completion. Removal procedures assisted by imaging studies prior to completion can be included, provided that the HCP successfully removes all implants identified by imaging without involving additional surgical consultants.
Pharmacies

- Pharmacy Enrollment Form

Probuphine® (buprenorphine) is only available through the Probuphine Risk Evaluation and Mitigation Strategy (REMS) Program, a restricted distribution program. Only prescribers and pharmacies enrolled in the program can prescribe, insert/remove, dispense and receive Probuphine. Before Probuphine is provided, pharmacies must:

1. Designate an authorized representative to carry out the certification process and oversee implementation and compliance with the REMS Program on behalf of the pharmacy.
2. Have the authorized representative enroll in the REMS Program by completing the Pharmacy Enrollment Form and submitting it to the REMS Program.
3. Train all relevant staff involved in dispensing that Probuphine is dispensed only to healthcare settings in which a certified prescriber is practicing and that the drug is not dispensed directly to the patient.
4. Establish processes and procedures to verify that Probuphine is provided to a healthcare setting in which a certified prescriber is practicing and the drug is not dispensed directly to the patient.
5. Verify that the prescriber who will receive the drug is certified to prescribe Probuphine.
Patients

What is Probuphine?

- Probuphine is an implant that contains the medicine buprenorphine. Probuphine is used to treat certain adults who are addicted to (dependent on) opioid drugs (either prescription or illegal). Probuphine is a part of a complete treatment program that also includes counseling and behavioral therapy.

- Probuphine implants contain the opioid buprenorphine, which may cause physical dependence.

How does Probuphine Work?

What are the Risks Related to the Insertion and Removal of Probuphine Implants?

What Should I do After the Probuphine Implants Have Been Inserted?

Where Can I Get More Information About Probuphine?
Patients

- **What is Probuphine?**

- **How does Probuphine Work?**

  - Four implants are inserted under the skin of your upper arm during a procedure done in your physician's office or Opioid Treatment Program (OTP).

  - The implants remain in your arm for six months.

  - After the six-month period, your doctor must remove the implants.

  - If you wish to continue Probuphine, your doctor may insert new implants to continue treatment.

  - The implants can be removed sooner if you want to stop treatment.

  - Patients must continue to see their doctor at least every month while on Probuphine therapy.

- **What are the Risks Related to the Insertion and Removal of Probuphine Implants?**

Materials for Patients

- Probuphine Medication Guide

- What You Need to Know about Probuphine: A Patient's Guide
Patients

What is Probuphine?

How does Probuphine Work?

What are the Risks Related to the Insertion and Removal of Probuphine Implants?

- There is a risk of accidental overdose, abuse, and misuse for others if the implants come out and others are exposed to them.

- There is a rare but serious risk that the drug implant, if inserted improperly, may move (migrate) into the blood vessels and to your lung, and could lead to death.

- An implant may come out by itself, or an end of an implant may begin sticking out of your skin.

- Injury or damage to nerves or blood vessels in your arm may happen during the insertion and/or removal procedures.

- Implants may be hard to find if:
  - They are too deep for your doctor to feel.
  - You try to move them around under your skin.
  - You have gained a lot of weight since they were inserted.

- Special procedures, tests, or a referral to a specialist may be needed to find and remove the implants if they are difficult to locate.
• There are common risks associated with any minor surgical procedure, such as:
  ○ Itching, pain, irritation or redness, swelling, bleeding, or bruising at the insertion site.
  ○ Scarring around the insertion site.

+ What Should I do After the Probuphine Implants Have Been Inserted?

+ Where Can I Get More Information About Probuphine?

For any additional information about the Probuphine REMS Program, please call 1-866-397-8939

To report SUSPECTED ADVERSE REACTIONS, contact Titan at 1-844-859-6341
or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch
Patients

What is Probuphine?

How does Probuphine Work?

What are the Risks Related to the Insertion and Removal of Probuphine Implants?

What Should I do After the Probuphine Implants Have Been Inserted?

- Follow your doctor’s instructions for wound care of the place where the implants were inserted or removed.

- Do not try to remove Probuphine implants yourself.
  - Improper removal carries the risk of implant site infection.
  - If you remove the implants, you could become sick with uncomfortable withdrawal signs and symptoms because your body has become used to this medicine.
• If the Probuphine implants come out:
  ○ Wash your hands if you have touched the Probuphine implants.
  ○ Cover the area where the implants were inserted with a clean bandage.
  ○ Do not allow others to touch or use the Probuphine implants, since this could be very dangerous.
  ○ Put the implants in a plastic bag and take the implants to your doctor right away.
  ○ Keep the implants in a safe and secure place, away from others, especially children.
  ○ Protect the implants from theft until you can return them to your doctor.

Where Can I Get More Information About Probuphine?
Patients

+ What is Probuphine?
+ How does Probuphine Work?
+ What are the Risks Related to the Insertion and Removal of Probuphine Implants?
+ What Should I do After the Probuphine Implants Have Been Inserted?
+ Where Can I Get More Information About Probuphine?

Read:

- **What You Need to Know about Probuphine: A Patient's Guide** The healthcare provider who prescribes Probuphine for you will give this guide to you to help you understand the risks and benefits of Probuphine. This helpful guide is also available by clicking here.
- **Probuphine Medication Guide** The healthcare provider who inserts Probuphine will give you a guide about the medication. This guide is also available by clicking here.
• **Probephine Medication Guide** The healthcare provider who inserts Probephine will give this guide to you each time the implants are inserted. This medication guide is also available by clicking here.

**Ask** your healthcare provider any questions you may have about Probephine.

**Call** the Probephine REMS Program at 1-866-397-8939.

For any additional information about the Probephine REMS Program, please call 1-866-397-8939
Probuphine Healthcare Provider Locator

Select “My Location” or enter your address or zip code to view closest Probuphine Healthcare Provider with the Probuphine Healthcare Provider Locator.

If you want someone to help you find a doctor you can email us at: probuphinelocator@titanpharm.com

Find Providers Near:  My Location  Enter a location  Search Radius  Unlimited

Services
- Insert & Remove Probuphine
- Prescribe Probuphine
- Prescribe, Insert & Remove Probuphine

David Sternberg
Psychiatry Associates Chartered,
Lees Summit, MO, 64063
913-209-9495

Services
Prescribe Probuphine
Probuphine Healthcare Provider Locator

Select “My Location” or enter your address or zip code to view closest Probuphine Healthcare Provider with the Probuphine Healthcare Provider Locator.

If you want someone to help you find a doctor you can email us at: probuphinelocator@titanpharm.com

Find Providers Near:

Services

- Insert & Remove Probuphine
- Prescribe Probuphine
- Prescribe, Insert & Remove Probuphine

Sanjeev Kamat
3507 Texas Avenue, Saint Louis, MO, 63118
2.9 miles away
314-268-6195
Services
Prescribe Probuphine

L.C. Tunstall-Robinson
5615 Pershing Ave., #26, Saint Louis, MO, 63112
4.8 miles away
314-361-0477
Probuphine REMS Recertification Training Requirements

Please answer the following questions to determine the recertification process that specifically applies to your situation. You may also check your recertification status by calling the Probuphine REMS Program at 1-866-397-8939.

When last did you become certified/re-certified?
- Under 12 Months

Are you a healthcare provider with operating privileges at hospitals or out-patient surgical centers?
- Yes
- No

Have you as a healthcare provider performed at least 5 placements?
When last did you become certified/re-certified?*

- Under 12 Months
- Over 12 Months

at hospitals or out-patient surgical centers?*

- Yes
- No

Have you as a healthcare provider performed at least 5 successful insertions and 5 successful removals during past 12 months?*

- Yes
- No
Probuphine REMS Recertification Training Requirements

Please answer the following questions to determine the recertification process that specifically applies to your situation. You may also check your recertification status by calling the Probuphine REMS Program at 1-866-397-8939.

You are not due for a recertification yet. Please check your status again before 1 year has passed from your last certification/recertification.
Probuphine REMS Recertification Training Requirements

Please answer the following questions to determine the recertification process that specifically applies to your situation. You may also check your recertification status by calling the Probuphine REMS Program at 1-866-397-8939.

When last did you become certified/re-certified?

- Over 12 Months

Are you a healthcare provider with operating privileges at hospitals or out-patient surgical centers?

- Yes
- No

Have you as a healthcare provider performed at least 5 successful insertions and 5 successful removals during past 12 months?

- Yes
- No

SUBMIT
Probuphine REMS Recertification Training Requirements

Please answer the following questions to determine the recertification process that specifically applies to your situation. You may also check your recertification status by calling the Probuphine REMS Program at 1-866-397-8939.

When last did you become certified/re-certified?

Over 12 Months

Are you a healthcare provider with operating privileges at hospitals or out-patient surgical centers?

Yes  No

Have you as a healthcare provider performed at least 5 successful insertions and 5 successful removals during past 12 months?

Yes  No

SUBMIT
Probuphine REMS Recertification Training Requirements

Please answer the following questions to determine the recertification process that specifically applies to your situation. You may also check your recertification status by calling the Probuphine REMS Program at 1-866-397-8939.

You need to watch the Probuphine REMS Program Surgical Procedures Recertification Video and fill out the Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Recertification Form.

CLICK HERE to watch the Probuphine REMS Program Surgical Procedures Recertification Video

CLICK HERE to fill out and send the Probuphine REMS Program Healthcare Provider Who Performs Probuphine Surgical Procedures Recertification Form. Please Fax to 866-413-1135.

RESET FORM
Probuphine REMS Program Surgical Procedures Recertification Videos

Probuphine Implant Insertion Video

Materials for Patients
- Probuphine Medication Guide
- What You Need to Know about Probuphine: A Patient’s Guide
PART II: Probuphine® Removal Procedure

Probuphine Implant Manage Complications Video

PART III: Managing Complications
PART III:
Managing Complications

For any additional information about the Probuphine REMS Program, please call 1-866-397-8939

To report SUSPECTED ADVERSE REACTIONS, contact Titan at 1-844-859-6341
or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch
Thank you for enrolling

Thank you for your submission to Probuphine Rems Enrollment. We will review your submission and inform you about your status regarding Probuphine Rems Enrollment.

Materials for Patients

- Probuphine Medication Guide
- What You Need to Know about Probuphine: A Patient’s Guide
Probuphine REMS Website Privacy Statement

I. SCOPE OF THIS PRIVACY STATEMENT

This Privacy Statement describes the types of personal information Titan Pharmaceuticals, Inc. ("us," "we" or "our") collects through www.remsreviews.wpengine.com, (the "Site"), and the services offered through the Site, including the Titan Pathways Support and Services Program ("APSS") and the Probuphine REMS Program (collectively with the Site and the APSS, the "Services") and how we collect, use, and share that information. This Privacy Statement does not govern our collection of personal information through any website or other means, other than through the Services.

By using the Services, you explicitly accept, without limitation or qualification, our practices surrounding the collection, use, and sharing of personal information provided by you in the manner described in this Privacy Statement. If you do not agree with the terms of this Privacy Statement, please do not access, browse, or use the Services.

II. PERSONAL INFORMATION WE COLLECT

A. Information You Give Us

You do not have to give us any personal information to browse the Services. However, you may be asked to provide personal information to submit or request information from us, or to use the Services. Once you provide us with personal information about you, you are no longer anonymous to us. This information may include:

- Registration information. You may be asked to provide registration information to sign up for certain services, including without limitation your name, health care credentials if you are registering as a health care professional, email address, mailing address, telephone number, and fax number.

- Additional Information. Additional information you provide to us, including through comments, feedback, and emails.

B. Automated Information Collection

We may gather information on the Services through the use of cookies, log files, web beacons, and similar technologies to understand who is accessing the Services.

C. Use of Cookies

We may use cookies to customize your access to the Services and to collect certain personal information. For more information on cookies, please refer to the "Privacy Settings/Options" link in the footer of the Services.

D. Use of Log Files

We may collect information about your use of the Services, such as the web pages you access, the frequency of your visits, and the files you access. This information is used to improve the Services and to provide you with a better experience.

E. Use of Web Beacons

We may use web beacons to track your use of the Services and to understand who is accessing the Services.

F. Use of Similar Technologies

We may use similar technologies to cookies to customize your access to the Services and to collect certain personal information.

G. Information of Third Parties

We may obtain certain personal information from third parties, such as credit card processors, who have agreed to share the information with us.

H. Sharing of Personal Information

We may share your personal information with third parties, such as credit card processors, for the purposes of fulfilling your requests.

I. Security of Personal Information

We take reasonable steps to protect your personal information from unauthorized access, use, or disclosure. We use encryption methods and other security measures to protect your personal information.

J. Updates to Privacy Statement

We may update this Privacy Statement from time to time. You should review this Privacy Statement regularly to stay informed of any changes.

K. Contact Us

If you have any questions or concerns about our Privacy Statement, please contact us at privacy@remss.com.

Probuphine REMS Website Privacy Statement
B. Automated Information Collection

We may collect certain information about your use of the Services through the use of tracking technologies or by other passive means. This "passively collected" information includes, but is not limited to, the domain name of the website that allowed you to navigate to the Services, search engines used, the internet protocol (IP) address used, the length of time spent on the Services, the pages you looked at on the Services, other websites you visited before and after visiting the Services, the type of internet browser you have, the frequency of your visits to the Services, and other relevant statistics, including the following:

- **Log Information.** When you access the Services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, IP address, browser type, browser language, the date and time of your request, your computer operating system, mobile device and mobile operating system, name of your internet service provider or your mobile carrier, and one or more cookies (small text files containing a string of characters) that may uniquely identify your browser.

- **Links.** The Services may include links in a format that enables us to keep track of whether these links have been followed by IP addresses. We use this information to improve the quality of our products and design.

- **URLs.** When you visit or access the Services, we automatically receive the URL of the site from which you came and the site to which you are going when you leave the Services. Additionally, advertisers receive the URL of the page you were on when you click on an ad on the Services.

- **Cookies.** When you visit or access the Services, we send one or more cookies (small text files containing a string of characters) to your computer that uniquely identifies your browser. We use cookies to improve the quality of the Services by storing user preferences and tracking user trends. Most web browsers accept cookies automatically, but can be configured not to do so or to notify the user when a cookie is being sent. If you wish to disable cookies, refer to your browser help menu to learn how to disable cookies. Please note that if you disable cookies, you may not be able to use some customized features available through the Services.

- **Web Beacons.** Web beacons (also known as "pixel tags" or "clear GIFs") are 1×1 single-pixel graphics that allow us to count the number of users who have visited or accessed the Services and to recognize users by accessing our cookies. We may employ web beacons to facilitate Services administration and navigation, to track the actions of users of the Services, to compile aggregate statistics about Services usage and response rates, and to provide an enhanced online experience for visitors to the Services. We may also include web beacons in HTML-formatted e-mail messages that we send to determine which e-mail messages were opened.
• Web Beacons. Web beacons (also known as “pixel tags” or “clear GIFs”) are 1×1 single-pixel graphics that allow us to count the number of users who have visited or accessed the Services and to recognize users by accessing our cookies. We may employ web beacons to facilitate Services administration and navigation, to track the actions of users of the Services, to compile aggregate statistics about Services usage and response rates, and to provide an enhanced online experience for visitors to the Services. We may also include web beacons in HTML-formatted e-mail messages that we send to determine which e-mail messages were opened.

• Aggregate Information. We may compile certain personal information and other information collected through the Services on an aggregate basis. This information may include, without limitation, the number of people who have visited the Services and other user demographics. Such aggregate information does not identify you individually.

III. HOW WE USE PERSONAL INFORMATION

Personal information collected through the Services may be used by us and our affiliates for purposes of:

• Responding to your questions and feedback;

• Providing the services you select through the Services;

• Confirming your eligibility to access certain products and Services;

• Contacting you, whether by email, postal mail, or telephone with information about the Services, our products, or our services;

• For such purposes as you may authorize at the time you submit the information;

• Auditing, research, and analysis to maintain, protect, and improve the Services and our services;

• Ensuring the technical functions of our network;

• Improving and customizing the content and layout of the Services;

• Developing new products and services; or
IV. PERSONAL INFORMATION WE SHARE

We do not sell, rent, trade, or otherwise share personal information collected through the Services, except as described below:

- In Connection with our Offerings. The Services involves the sharing of certain personal information collected through the Services (i) in connection providing and administering the Services, including without limitation to health care providers and insurance institutions in connection with APSS, and (ii) as you otherwise provide your consent.

- Subsidiaries and Affiliates. We may share personal information with our subsidiaries and affiliates for the purposes for which you provided the information or as reasonably necessary for our internal administrative and business purposes.

- Service Providers. We work with third parties that provide services on our behalf. Such services may include website hosting, marketing, and website usage analytics. We may share personal information and non-personal information with these third parties for the purpose of enabling them to provide these services. We do not bear any responsibility for any actions or policies of such third parties.

- Consent. We may share personal information in accordance with any consent you provide.

- Required by Law. We may disclose personal information or any information collected through the Services if we are required to do so by law or pursuant to legal process, in response to a request from government officials or law enforcement authorities, or as necessary or appropriate in connection with an investigation of illegal activity.

- Certain Transactions. We may disclose or transfer personal information or any information collected through the Services to third parties who acquire all or a portion of our business, whether such acquisition is by way of merger, consolidation, or purchase of all or a portion of our assets, or in connection with any bankruptcy or reorganization proceeding brought by or against us.

V. AGGREGATE INFORMATION

We may compile personal information and other information collected through the Services on an aggregate basis. This information may include information about your usage of the Services, the Services that you access, and other information you provide to us. We use this information to improve our Services and to better understand how the Services are used.
We may compile personal information and other information collected through the Services on an aggregate basis. This information may include, without limitation, the number of users who have registered for the Services, demographic information about users of the Services, and individual purchase preferences. Such aggregate information does not identify you individually. We may use aggregate information and share aggregate information with third parties for any of the purposes specified in this Privacy Statement, and for any other lawful purpose.

VI. Your Choices

A. Information You Provide

You can always choose whether or not to provide information on the Services. However, if you choose not to disclose certain information, you may not be able to register as a user of the Services, which may limit your access to certain portions of the Services.

B. Communications From Us

If at any time you decide that you no longer wish to receive notices from us regarding the Services, you may indicate this preference by contacting us at registration@titanpharm.com.

C. Do Not Track

Some web browsers may transmit “do-not-track” signals to websites with which the browser communicates. Titan web servers do not currently respond to these signals.

VII. INFORMATION STORAGE AND SECURITY

We employ reasonable security precautions to help protect against the loss, misuse, and alteration of personal information provided on or through the Services. However, no method of transmitting or storing data is completely secure. As a result, although we strive to protect personal information about you, we cannot guarantee the security of any information you transmit to us through or in connection with the Services. If you have reason to believe that personal information is no longer secure, please notify us immediately by contacting us in accordance with the last section below.

VIII. A SPECIAL NOTE ABOUT CHILDREN

The Services are not directed to children under the age of 13. If you are under 13 years of age, you may not use or access the Services. If you become aware that we have collected personal information from anyone under the age of 13, please contact us so that we may take steps to delete such personal information from our records.

IX. CHANGES TO THIS PRIVACY STATEMENT

We reserve the right to modify, update, or change this Privacy Statement at any time. If we make any material changes we will notify you by email (sent to the email address provided by you) and/or through a notice on the Services of a material change in this Privacy Statement. By continuing to use the Services after any such changes, you consent to such changes.

Reference ID: 4344421
VIII. A SPECIAL NOTE ABOUT CHILDREN

Children are not eligible to use the Services, and we ask that minors (children under the age of 18) not submit any personal information to us. If you are a minor, you can use the Services only in conjunction with your parents or guardians.

IX. EXTERNAL LINKS

The Services may contain links to various websites that we do not control. When you click on one of these links, you will no longer be transacting business through the Services. Third party websites maintain their own privacy policies, and we do not exercise any control over any of the third party websites that may be linked to the Services. If you visit a website that is linked to the Services, you should consult that website's privacy policy before providing any personal information. Please be aware that we are not responsible for the privacy practices of such other websites, and we are not liable for their misuse of personal information about you.

X. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

The Services are hosted in the United States and are intended for use by residents of the United States of America only. All matters relating to the Services are governed exclusively by the laws of the New Jersey in the United States of America and not the jurisdiction in which you are located. If you are located outside of the United States of America and you contact us, please be advised that any information you provide to us will be transferred to the United States of America and that by submitting information, you explicitly authorize such transfer.

XI. UPDATES TO THIS PRIVACY STATEMENT

We may change or update the Site or any of our policies and procedures without prior notice. We will post a notice on the Services to advise you of any significant changes to this Privacy Statement and indicate via the "Last Updated" legend at the bottom of this Privacy Statement when it was most recently updated. Your continued use of the Site signifies your continued assent to the terms of this Privacy Statement, as updated or amended at that time.

XII. QUESTIONS REGARDING THIS PRIVACY STATEMENT

If you have any questions about this Privacy Statement or other privacy concerns, you can contact us at [contact information].
XII. QUESTIONS REGARDING THIS PRIVACY STATEMENT

If you have any questions or comments regarding this Privacy Statement, please send us an email at registration@titanpharm.com.

This Privacy Statement is effective as of May 27, 2016.

Last Updated: September 4, 2018
1. ACCEPTANCE OF TERMS AND CONDITIONS

This Terms of Use Agreement governs your use of the website located at www.remsreviews.wpengine.com (the “Site”) which is owned and operated by Titan Pharmaceuticals, Inc. (the “Company,” “we,” “us” or “our”), and the services offered through the Site, including the Titan Pathways Support and Services Program (“APSS”) and the Probuphine REMS Program (collectively with the Site and the APSS, the “Services”). By accessing, browsing or using the Services or any pages of the Services, you are indicating that you have read and acknowledge and agree to be bound by this Terms of Use Agreement and any additional terms and conditions applicable to certain areas of the Services and posted in those areas of the Services, which are incorporated herein by reference (collectively, “Terms and Conditions”), and the Company's Website Privacy Statement located at https://probuphinerems.wpengine.com/privacy-statement/. If you do not agree to every provision of these Terms and Conditions and the Company's Website Privacy Statement, please do not access, browse or use the Services.

These Terms and Conditions may be revised at any time for any reason, and we may provide you notice of these changes by any reasonable means, including by posting the revised version of the Terms and Conditions on the Services. You can determine when we last updated these Terms and Conditions by referring to the “Last Updated” legend at the bottom of these Terms and Conditions. By accessing, browsing or using the Services following the posting of changes to these Terms and Conditions, you accept such changes. You agree to use the Services for lawful purposes only in a manner consistent with any and all applicable rules, laws and regulations. Any use of the Services in a manner inconsistent with these Terms and Conditions is deemed unauthorized access and may subject the user to civil or criminal penalties. We strongly recommend that you periodically visit this page of the Services to review these Terms and Conditions.

2. MEDICAL INFORMATION

THE SERVICES MAY CONTAIN GENERAL INFORMATION RELATING TO CERTAIN MEDICAL CONDITIONS AND THEIR TREATMENT. SUCH INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT OF THE SERVICES IS NOT INTENDED IN ANY WAY TO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE AND SHOULD NOT BE RELIED ON FOR MEDICAL DIAGNOSIS OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SERVICES. YOU SHOULD CONSULT WITH YOUR DOCTOR BEFORE USING ANY PRODUCT DISCUSSED ON THE SERVICES OR ON ANY OTHER WEBSITE.
3. SERVICES CONTENT

The Services and all material on the Services or contained therein, all text, graphics, and other works on the Services, the Services’ design and coding, all computer programs used and licensed in connection with the Services, the look and feel of the Services, and all data and reports generated by the Services (collectively, the “Services Content”) are owned by us or a third party. These materials are protected under copyright, trademark and other laws. You may not copy, download, transmit, modify, distribute or republish the Services or any portion of the Services, including without limitation any of the Services Content without the prior written consent of Company. You may not sell, publicly display, create derivative works of, reverse engineer, assign, sub-license, transfer or otherwise exploit the Services or any Services Content. Use of any Services Content is prohibited without the prior written permission of Company. As long as you comply with these Terms and Conditions, Company grants you a personal, non-exclusive, non-transferable, non-sublicenseable right to access and make personal, non-commercial use of the Services in compliance with these Terms and Conditions. You shall not, and shall not permit anyone else to, directly or indirectly: (i) remove or alter proprietary notices or labels on or in the Services or Services Content; (ii) engage in any activity that interferes with or disrupts the Services or Services Content; (iii) engage in any fraudulent activity or activity that facilitates fraud; or (iv) otherwise act in violation of these Terms and Conditions. All rights not expressly granted herein are reserved.

4. COMPANY TRADEMARKS

All product and service names appearing in a typeface different from that of the surrounding text or with a trademark symbol, including without limitation the following:

PROBUPHINE®

Titan Access Program™

are registered and unregistered trademarks and service marks owned by Company or its subsidiaries or affiliates or a third party. The absence of a name, trademark or logo in this list does not constitute a waiver of any and all intellectual property rights that Company has established in any of its goods, services, names or logos. These trademarks and all other trademarks, service marks, logos, and company names (each a “Mark”) used in connection with the Services are the property of Company or third parties and shall remain the property of Company and such third parties respectively. You may not use any Mark without the prior written consent of Company.
5. REGISTRATION

Some of the Services may require registration. Each registration is for a single user only. In consideration of your use of the Services, you agree to provide accurate, current and complete information about yourself or your company as requested on the Services registration form and to maintain and promptly update the information (including, in particular, your e-mail address) you provide as necessary to keep the information true, accurate, current and complete. By accepting these Terms and Conditions, you represent and warrant that you are 18 years of age or older and that, if you have accepted these Terms and Conditions on behalf of any business (such as a corporation, partnership, limited liability company or other organization) or other entity, you represent and warrant that you have legal authority to do so.

Any changes to your registration information should be made on the Services. If you provide information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services.

After you register on the Services, you may receive a password for your use of the Services. You are responsible for keeping your password confidential. You will be responsible for all uses and activity that occurs through your password or account. You will close the browser window for the Services at the end of each use, and you will immediately notify us of any unauthorized use of your password. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. LEGAL REQUIREMENTS

Where Company has a good faith belief that such action is necessary to comply with a judicial proceeding, court order, warrant, administrative order, civil investigative demand, subpoena, or other valid process, Company may disclose IP addresses, personal information, and any contents of the Services where it is legally compelled to do so. Please see the Company's Website Privacy Statement located at https://probuphinerems.wpengine.com/privacy-statement/ for additional information relating to the privacy and security of information collected hereunder.

7. YOUR USE OF THE SERVICES

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7. YOUR USE OF THE SERVICES

You are solely responsible and liable for all data, information and other materials ("User Content") that you submit, upload, post, e-mail or otherwise transmit ("Transmit") in connection with the Services. In addition, we have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information made public through the Services. IF YOU CHOOSE TO SUBMIT TO US, OR OTHERWISE MAKE ANY PERSONAL INFORMATION OR OTHER INFORMATION PUBLICLY AVAILABLE, YOU DO SO AT YOUR OWN RISK AND COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY THEREFOR.

You agree that you will not, and will not permit anyone else to, directly or indirectly: (a) Transmit any User Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy or racially, ethnically or otherwise objectionable; (b) use the Services to harm minors in any way or to stalk, threaten, or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personal information, including e-mail addresses, about other users of the Services; (c) Transmit any User Content: (i) that you do not have the right to Transmit, under any law or contractual or fiduciary relationships, including, without limitation, any inside information or proprietary or confidential information; (ii) that infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret or right of privacy of any third-party; (iii) that constitutes unsolicited or unauthorized advertising or promotional materials, "spam," "chain letters," or pyramid schemes; or (iv) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data; (d) forge headers or otherwise manipulate identifiers in order to disguise any User Content Transmitted through the Services; (e) interfere with the Services or servers or networks used in connection with the Services; (f) interfere with the ability of others to use the Services; (g) copy, download, transmit, modify, reproduce, sell, resell, sub-license, distribute, publish create derivative works of, reverse engineer, assign, transfer or exploit for any commercial purposes, any portion of the Services, the Services Content or any User Content contained therein; (h) conduct your business using the Services in a way that is unfair, unlawful, or constitutes a deceptive business practice; (i) use any robot, spider, or other automatic device to monitor or copy portions of the Services or the Services Content without Company's prior written permission; (j) include in any third party website any hypertext link to any page or location within the Services without Company's prior written permission; (k) mirror or display the Services or any portion thereof in frames without Company's prior written permission; or (l) impersonate any person or entity, including, but not limited to, other users of the Services, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that we endorse any statement you make.

You acknowledge and agree that Company may disclose or use any User Content that you Transmit for purposes that include, but are not limited to: (a) enforcing these Terms and Conditions; (b) complying with any laws, regulations or rules of any federal, state or local government or agency; (c) responding to claims that any User Content violates the rights of third parties; or (d) protecting the rights or property of Company, its customers or the public. With respect to User Content that you Transmit to the Services, you grant Company a perpetual, royalty-free, non-exclusive, sub-licensable and transferable license to use the User Content for any purpose related to the Services.
Company, its customers or the public. With respect to User Content that you Transmit to the Services, you grant Company a perpetual, worldwide, royalty-free, non-exclusive license to use, copy, excerpt, reproduce, display, publish, modify, distribute and create derivative works of such User Content in any form or media, and to allow others to do so, however, Company will only share personally identifiable information that you provide in accordance with Company's privacy statement at https://probuphinere.ms/wpengine.com/privacy-statement/. As between the parties, we own all right, title, and interest in and to all intellectual property rights in all materials, products or services developed by us, or on behalf of us by third parties, based on or including as a component thereof any such information as described above, and all generalized knowledge, skill, know-how and expertise relating to such information.

Company does not and cannot review all User Content posted to the Services, or created by users accessing the Services, and is not in any manner responsible for the content of any User Content. You acknowledge that by providing you with the ability to view and distribute user-generated content on the Services, Company is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any User Content or activities on the Services. However, Company reserves the right to block, remove, move or edit any of the submissions in its sole discretion.

8. LINKED SITES

Company has not reviewed all of the websites linked to the Services and is not responsible for the content of any third-party pages or any other websites linked to the Services. Nothing in the Services, including, without limitation, any links to other websites, should be construed as an endorsement of any products, services or information of any other persons or companies by Company. Your choice to link to any other website is at your own risk, and you agree to comply with all terms and conditions relating to such websites. Company reserves the right not to link, or to remove the link, to a particular website at any time. Any links to third party websites are provided as a convenience to you and are neither owned nor operated by Company. Company has no control over these linked websites and makes no representations or warranties with respect to these linked websites. Your viewing and use of any third party websites is at your sole discretion and risk.

9. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

The Services are hosted in the United States and are intended for use by residents of the United States of America only. All matters relating to the Services are governed exclusively by the laws of the State of California in the United States of America and not the jurisdiction in which you are located. If you are located outside of the United States of America and you contact us, please be advised that any information you provide to us will be transferred to the United States of America and that by submitting information, you explicitly authorize such transfer.

10. IMPORTANT DISCLAIMER
10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Company, its subsidiaries and affiliates, business partners, contractors, clients and service providers, and their respective officers, employees, agents and representatives from and against any claims, liabilities, costs or damages, including reasonable attorneys' fees and paralegal fees through final appeals, made by any third party, relating to or arising from your use of the Services, any User Content that you Transmit to or through the Services, any violation of these Terms and Conditions by you, or any other act or omission by you, including your violation of any rights of another, arising from your use of the Services.

11. AVAILABILITY AND FEATURES

Availability and features of the Services are subject to change without notice.

12. TERMINATION

You acknowledge and agree that Company may terminate your access to use of the Services for any reason, including, without limitation, your violation of these Terms and Conditions. You agree that Company may terminate your access to and use of the Services without prior notice and without any liability to you or any third party. You acknowledge and agree that Company may modify, limit, suspend or discontinue the Services or any part of the Services at any time, without notice or liability to you. Company may also, from time to time, establish general rules and policies regarding use of the Services. Company will post such rules and policies on the Services, and you agree that your compliance with such rules and policies shall be a condition of your use or continued use of the Services. Company shall have no liability or responsibility with respect to any lost Services Content, User Content, or other data, such as the deletion of or failure to store Services Content, User Content, or other data. All provisions of these Terms and Conditions that by their nature should survive termination of your right to access and use the Services shall survive (including, but not limited to, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections and licenses). Company reserves the right to, but has no obligation to, store or keep copies of any Services Content, User Content, or other information, unless otherwise required by law or court order.

13. DISCLAIMERS AND LIMITATION OF LIABILITY

COMPANY IS PROVIDING THE SERVICES AND ALL FEATURES OF THE SERVICES CONTENT ON AN "AS IS," "AS AVAILABLE" BASIS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, ADEQUACY, RELEVANCE, TIMELINESS, RELIABILITY OR COMPLETENESS OF ANY SERVICES CONTENT. THE SERVICES CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, CONTENT, SUITABILITY, OR COMPLETENESS OF THE SERVICES CONTENT. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES OR THE SERVICES CONTENT, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.
13. DISCLAIMERS AND LIMITATION OF LIABILITY

COMPANY IS PROVIDING THE SERVICES AND ALL FEATURES OF THE SERVICES CONTENT ON AN "AS-IS," "AS-AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. COMPANY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE EXTENT THAT THEY MAY BE EXCLUDED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AS TO THE OPERATION OF THE SERVICES. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE IN AN UNINTERRUPTED, SECURE OR ERROR-FREE MANNER. COMPANY ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, CURRENTNESS, USEFULNESS, OR DECENCY OF THE SERVICES. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY, SAFETY, OR LEGALITY OF THE SERVICES, AND COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. ANY SERVICES CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICES IS AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITY.

IN NO EVENT SHALL COMPANY, OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ("AFFILIATED ENTITIES") BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR OTHER INTANGIBLES, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY OR CLAIMS OF THIRD PARTIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RESULTING FROM (1) THE USE OF OR INABILITY TO USE THE SERVICES, ANY SERVICES, OR THE USER CONTENT; (2) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (3) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES, ANY SERVICES AND/OR USER CONTENT; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (5) ANY OTHER MATTER RELATING TO THE SERVICES, ANY SERVICES, OR THE USER CONTENT. YOU SPECIFICALLY AGREE THAT COMPANY IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY INFRINGEMENT OR VIOLATION OF YOUR RIGHTS BY ANY OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. THE MAXIMUM LIABILITY OF COMPANY AND THE AFFILIATED ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE WILL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO ACCESS AND USE THE SERVICES. IF YOU LIVE IN A JURISDICTION WHOSE LAWS PREVENT YOU FROM TAKING FULL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY THE LAW OF THAT JURISDICTION.
14. GOVERNING LAW AND JURISDICTION

Company operates the Services from its offices in South San Francisco, California U.S.A. These Terms and Conditions and the transactions they contemplate, including without limitation their interpretation, construction, performance and enforcement shall be governed by the laws of the State of California, U.S.A. without reference to conflict or choice of law provisions, as applicable to contracts made and performed entirely within such State. The International Convention on the Sale of Goods, and other international treaties that are not mandatory with respect to contracts made and performed entirely in the United States, shall not apply. The exclusive forum for the resolution of any dispute relating to these Terms and Conditions shall be the state and federal courts in California, U.S.A., and you agree to personal jurisdiction of such courts over you with regard to any dispute relating to these Terms and Conditions and agree to service of process on you by e-mail to the address you have submitted on the Services, if any, and by any other means permitted by law.

15. NOTICE

All notices, demands, or consents given by you under these Terms and Conditions will be in writing and will be deemed given when delivered to Company at the following contact: Titan Pharmaceuticals, Inc. 400 Oyster Point Boulevard, Suite 505 South San Francisco, CA 94080-1958.

Any notices to you may be made via either e-mail or postal mail to the address in Company’s records or via posting on the Services.

Please report any violations of these Terms and Conditions to Company at the contact listed above.

16. MISCELLANEOUS

You may not assign, sublicense or otherwise transfer any of your rights under these Terms and Conditions. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Headings in these Terms and Conditions are for convenience only and shall have no legal meaning or effect. No action arising under this Agreement may be brought at any time more than twelve (12) months after the facts occurred upon which the cause of action arose. These Terms and Conditions, and not the conduct between us or any trade practice, shall control the interpretation of these Terms and Conditions between the parties respecting the Services. Company's failure to enforce a particular provision of these Terms and Conditions does not mean that Company waives the right to enforce it in the future; Company shall waive such a right only in writing.
These Terms and Conditions and all other written agreements duly executed between you and Company in connection with your use of the Services constitute the entire agreement between you and Company with respect to the subject matter hereof and supersede any prior or contemporaneous proposals, discussions, communications, or oral agreements heretofore made.

**Last Updated: September 4, 2018**

For any additional information about the Probuphine REMS Program, please call 1-866-397-8939

To report SUSPECTED ADVERSE REACTIONS, contact Titan at 1-844-859-6341 or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch
Contact

If you have any questions or require additional information, please contact the Probuphine REMS Program.

Phone Number
1-866-397-8939

To Report any suspected adverse reactions, please call 1-844-859-6341

Email
info@titanaccessprogram.com