

SpringWorks CareConnections[™] Full Mobile (SMS/Text) Terms of Use & Conditions (the "Terms")

Effective Date: April 2024

- By opting in to the SpringWorks CareConnections[™] text messaging program, you agree to these Terms and consent to receive non-marketing text messages from SpringWorks Therapeutics, Inc., and others on its behalf (collectively, "SpringWorks") related to SpringWorks CareConnections services. Message frequency will vary depending on your individual selections. The total number of text messages you receive from SpringWorks may vary based on the number of SpringWorks text messaging programs for which you sign up to receive messages. PLEASE NOTE: These Terms contain an agreement to resolve any disputes through binding, individual-only arbitration without a jury trial and a class actions waiver, as detailed below.
- 2. To stop receiving texts messages, text STOP to 502-237-1447. You will receive a confirmation text.
- **3.** To request more information or to obtain help, text HELP to 502-237-1447 or contact 844-CARES-55 (844-227-3755).
- 4. You also agree to the SpringWorks **Privacy Notice**, which is hereby incorporated as part of these Terms.
- 5. You represent that you are the account holder for (or primary user of) the mobile phone number(s) that you provide to opt into the texting program. You are responsible for notifying SpringWorks immediately if you change your mobile number. You may notify us of a number change by contacting 844-CARES-55 (844-227-3755).
- 6. Message and data rates may apply to each text message sent or received in connection with the texting program, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. Charges are both billed and payable to your mobile service provider or deducted from your prepaid account. SpringWorks does not impose a separate fee for sending text messages.
- 7. Data obtained from you in connection with this texting program may include your telephone number; your carrier's name; and the date, time, and content of your messages. SpringWorks may use this information to contact you and to provide the services you request from us.
- 8. The service is available only on these US participating mobile carriers: AT&T, Sprint, T-Mobile[®], Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, Google Voice, ACS Wireless, Advantage Cellular (DTC Wireless), Appalachian Wireless, Atlantic Tele-Network International (ATN), Bandwidth, Bluegrass Cellular, Buffalo Wireless, CableVision, Carolina West Wireless, Cellcom, Copper Valley, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Chariton Valley Cellular, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), i Wireless (IOWA Wireless), Illinois Valley Cellular, Immix (Keystone Wireless/PC Management), Inland Cellular, Mobi PCS (Coral Wireless LLC), Mosaic, MTA Communications, MTPCS/Cellular One (Cellone Nation), Nex-Tech Wireless, Panhandle Telecommunications, Peoples Wireless, Pine Belt Wireless, Pine Cellular, Pioneer, Plateau, Revol Wireless, RINA, SI Wireless/Mobile Nation, SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush.



- **9.** Participating US mobile carriers are not liable for delayed or undelivered messages. SpringWorks also is not liable for any delays in the receipt of any text messages, as delivery is subject to effective transmission from your network operator.
- **10.** You agree to indemnify SpringWorks in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify us if you change your telephone number, including but not limited to all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act (TCPA).
- 11. SpringWorks may suspend or terminate your receipt of text messages if it believes you are in breach of these Terms and Conditions. Your receipt of text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. SpringWorks reserves the right to modify or discontinue, temporarily or permanently, all or any part of the text messaging services you receive, with or without notice.
- 12. You and SpringWorks agree to resolve any claims relating to these Terms, or your receipt of text messages from SpringWorks, or anyone sending text messages on SpringWorks' behalf, including but not limited to, its service providers, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The U.S. Federal Arbitration Act and federal arbitration law apply to these Terms of Use.

THERE IS NO JUDGE OR JURY IN ARBITRATION AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. However, an arbitrator can award, on an individual basis, the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must submit an arbitration request, including a description of your claim, to info@springworkstx.com. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.

YOU AND WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

You also agree that we may bring suit in court to enjoin infringement or other misuse of our intellectual property rights.

13. SpringWorks may revise, modify, or amend these Terms at any time. Any such revision, modification, or amendment shall take effect when posted to https://springworkstxcares.com/downloads/ CareConnections-Mobile-Terms-and-Conditions.pdf. You agree to review these Terms periodically to ensure that you are aware of any changes. Your continued consent to receive text messages will indicate your acceptance of those changes.



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