

Disclaimer & Terms of Use

THESE TERMS OF USE constitute an agreement ("Agreement") made between BioCryst Pharmaceuticals, Inc. ("BioCryst") and any person accessing BioCryst's Web site ("You") with respect to your use of BioCryst's Web site (the "Site"). You agree to abide by all of the terms contained in this Agreement and all applicable laws and regulations as a condition of your continuing to access, view or use the Site. BioCryst and You are collectively referred to as the parties.

BY ACCESSING, VIEWING OR USING ANY PART OF THE SITE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE BioCryst's PERMISSION TO ACCESS, VIEW, OR USE ANY PART OF THE SITE. ANY SUCH UNAUTHORIZED USE VIOLATES BioCryst's RIGHTS IN THE SITE AND IS PROHIBITED.

1. Site Description

a. Description. The Site is proprietary to BioCryst and is protected by intellectual property laws and international intellectual property treaties. Your access to the Site is licensed and not made available unconditionally to You. BioCryst makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided. BioCryst shall not be liable for any damages or injury resulting from your access to, or information provided at this Site.

2. Limitations

a. Security. You shall be solely responsible for the security, confidentiality, integrity, and use of all messages and/or the content that You transmit to the Site.

b. Confidentiality of Information Transmitted to BioCryst. You also should be aware that if You send messages to BioCryst (or any of its employees, agents or representatives) through Internet electronic mail or through the BioCryst home page, such means are not secure, and BioCryst does not guarantee the confidentiality of such communications. BioCryst does not agree to accept and/or maintain the secrecy of any unsolicited information You send to BioCryst (absent a separately executed agreement to the contrary) and BioCryst shall be free to use or copy all information in any such communications, including any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purposes. Such purposes may include disclosure to third parties and/or developing, manufacturing and/or marketing goods or services. Although BioCryst makes reasonable effort to read emails that we receive, BioCryst

reserves the rights not to read or respond to any unsolicited communications.

c. Changes. BioCryst reserves the right to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time in our sole and absolute discretion. Changes in this Agreement will be posted on this Site. Your continued use of this Site after any changes are made, shall be deemed your acceptance of the changes.

3. Copyright

The Site is protected by copyright pursuant to US copyright laws, international conventions and other copyright laws. The contents of the Site are only for your personal, informational and noncommercial use. All materials contained on the Site are protected by copyright and are owned or controlled by us or the party credited as the provider of the content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Site.

4. Prohibited Uses

You are solely responsible for any and all of your acts and omissions that occur when using the Site, and You agree not to engage in unacceptable use of the Site, which includes, without limitation, use of the Site to: (a) transmit unsolicited messages, chain letters or unsolicited commercial email; (b) transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) transmit viruses, trojan horses or any other malicious code or program; (e) engage in systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from BioCryst by use of scrapers or other tools; or (f) engage in any other activity that is prohibited by law or applicable regulations or deemed by BioCryst to be in conflict with the spirit or intent of this Agreement.

5. Termination

This Agreement is effective upon your access or use of the Site and shall continue in full force until terminated. BioCryst reserves the right, in its sole discretion and without notice, at any time and for any reason, to:

(a) remove or disable access to all or any portion of the Site; (b) suspend Your access to or use of all or any portion of the Site; and (c) terminate this Agreement.

6. Indemnification

You agree to indemnify, hold harmless and defend BioCryst, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to: (a) your use of the Site, including any data or work transmitted or received by You; and (b) any unacceptable use of the Site, including, without limitation, any statement, data or content made, transmitted or republished by You which is prohibited as unacceptable at Section 4.

7. Forward Looking Statements

The information contained on this Site should not be solely relied upon when making investment decisions. BioCryst does not warrant or make any representations as to the accuracy, completeness or content of this information or any other information accessed through links to other sites. This Site contains statements which may be deemed to be "Forward-Looking Statements." Statements that are not historical facts, including statements about our beliefs and expectations, are forward-looking statements. These statements are based on current plans, estimates and projections, and therefore you should not place undue reliance on them. Forward-looking statements speak only as of the date they are made, and we undertake no obligation to update publicly any of them in light of new information or future events.

Forward-looking statements involve inherent risks and uncertainties. We caution you that a number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. Such factors include, but are not limited to the following: that our belief that many subjects in the Phase II clinical trials of peramivir did not receive adequate dosing by i.m. injection may not be correct, that final results and analysis of the peramivir Phase II trial may differ from the preliminary results and analysis, that DHHS and the FDA may not agree with our analysis, that DHHS may further condition, reduce or eliminate future funding of the peramivir program, that we may not commence in timely fashion or at all the planned Phase III trial for peramivir and if commenced, it may not be successful, that the Phase II trial of BCX-4208 for psoriasis may not be successfully completed, that development and commercialization of Fodosine™ in both T-ALL and CTCL may not be successful, that we may not resolve satisfactorily the particulate matter issue with the intravenous formulation of Fodosine™, that DHHS could reduce or eliminate funding for peramivir, that we or our licensees may not be able to enroll the required number of subjects in planned clinical trials of our product candidates and that such clinical trials may not be successfully completed, that BioCryst or its licensees may not commence as expected additional human clinical trials with our product candidates, that our product candidates may not receive required regulatory clearances from the FDA, that ongoing and future clinical trials may not have positive results, that we may

not be able to complete successfully the Phase IIb trials for Fodosine™ that are currently planned to be pivotal, that we may not be able to announce preclinical developments for additional compounds by year-end 2007 as currently proposed, that we or our licensees may not be able to continue future development of our current and future development programs, that our development programs may never result in future product, license or royalty payments being received by BioCryst, that BioCryst may not reach favorable agreements with potential pharmaceutical and biotech partners for further development of its product candidates, that BioCryst may not have sufficient cash to continue funding the development, manufacturing, marketing or distribution of its products and that additional funding, if necessary, may not be available at all or on terms acceptable to BioCryst.

Please refer to the documents BioCryst files periodically with the Securities and Exchange Commission, specifically BioCryst's most recent Annual Report on Form 10-K, most recent Registration Statement on Form S-3 (File No. 333-145638), Quarterly Reports on Form 10-Q, current reports on Form 8-K which identify important factors that could cause the actual results to differ materially from those contained in the projections or forward-looking statements.

8. Links to Third Party Sites

This web site may contain links to third party sites. Access to any other Internet site linked to this web site is at the visitor's own risk and BioCryst is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites. BioCryst provides these links merely as a convenience and the inclusion of such links does not imply an endorsement or warranty of those links or their associated web sites.

9. Medical Information.

Any information posted on our website related to medical conditions and their treatment is general in nature and is intended only for educational and general information purposes. Should you have a medical condition that may require treatment, or if you have any specific medical questions, promptly see your own doctor or health care provider. Nothing on BioCryst's website is a substitute for professional medical advice. BioCryst does not offer medical diagnosis or treatment from this website, and none of the information contained on this website should be construed as providing medical advice or services of any kind. Only your doctor or other health care professional can determine if a particular medical treatment is appropriate for you.

Always seek the advice of your physician or other qualified health care provider before starting any new treatment or with any questions you may have about a medical condition.

10. Void Where Prohibited; Export

BioCryst maintains this website from our offices in Birmingham, Alabama, U.S.A. **This website is intended to be accessed from, and the information contained in this website is intended to be used within, the United States of America.** We make no representations that this website or its contents are appropriate or available for access or use in other countries. If you access this website from another country, you do so on your own initiative and are responsible for compliance with laws applicable to such access.

Export Control laws in the United States of America prohibit the export of certain technical data and software to certain countries, territories and individuals. No content from this website may be downloaded or otherwise exported in violation of United States law.

11. Miscellaneous

a. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

b. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

c. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by e-mail to either parties' last known e-mail address. You hereby consent to notice by email.

d. Law. This Agreement is made in and shall be governed by the laws of the State of Alabama without reference to its choice of law provisions. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts within County of Jefferson, Alabama. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts within County of Jefferson, Alabama. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts within the County of Jefferson, Alabama and to the laying of venue of any such suit, action or proceeding brought in any such federal or state

court within County of Jefferson, Alabama.

e. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, BioCryst shall be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

f. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

g. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

h. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Site and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Site.