

Legal Notices and Disclaimers

Genta Incorporated ("Genta") maintains this site (the "Site") for your personal information, education and communication. Please feel free to browse the Site.

The Site contains information about products that may or may not be available in any particular country or region of the world, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries. However, the Site and its contents are designed to comply with U.S. laws and regulations. Although accessible by others, it and its content are intended for access and use by U.S. residents only.

This Site is provided as a public service by Genta. All information that Genta provides at this Site is considered proprietary. Any information contained within this Site may not be distributed or copied, reproduced or used in any manner, without the express written permission of Genta. Use of Genta or Ganite™ images and logos are registered trademarks of Genta Incorporated and may not be used or reproduced without the written permission of Genta.

The Site may contain from time to time information related to various health issues, medical conditions and their treatment. Such information is not meant to be a substitute for the advice provided by a professional health care provider. You should not use the information contained herein for diagnosing a health problem or disease. You should always consult a professional health care provider.

The Site contains information concerning Genta that may be useful to the Company's customers and employees as well as the general public. In particular, Genta makes no representations or warranties as to the availability, accuracy or completeness of any information contained herein and expressly disclaims any obligation to update said information, except to the extent required by Food and Drug Administration regulations. Genta further assumes no liability or responsibility for any errors or omissions in the content of the Site.

The Site may contain financial and other information which is forward-looking and involves risks and uncertainties, including, without limitation, risks associated with the inherent uncertainty of pharmaceutical research, product development and commercialization, the impact of competitive products, patent, product liability and third-party reimbursement risks associated with the pharmaceutical industry, and the other risks and uncertainties detailed from time to time in Genta's Annual Report.

Through your access and use of the Site, you accept, without limitation or qualification, the terms and conditions ("Terms and Conditions") set forth below.

TERMS AND CONDITIONS

1. You may freely browse the Site. You may freely download material therefrom. Any and all downloaded materials may be used by you for personal, non-commercial use. You may not, however, distribute, modify, transmit, reuse, repost or use any of such materials for public or commercial purposes, without the express written permission of Genta. All copyright and other proprietary notices contained in downloaded materials must be retained.

2. You should assume that all contents of the Site are copyrighted unless otherwise noted and may not be used without the express written permission of Genta except as provided herein.
3. Images of people or places displayed on the Site are either the property of, or used with permission by, Genta. The use of these images by you is prohibited unless specifically permitted by these Terms and Conditions or by specific permission provided elsewhere on the Site. Unauthorized use of the images may violate copyright, trademark, privacy and/or publicity laws as well as communications regulations and statutes.
4. Your use of the Site is at your own risk. Neither Genta nor any other party involved in creating, producing or delivering the Site is liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to, or use of, or browsing in the Site. This includes damage to, or arising out of viruses that may infect, your computer equipment or other property. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
5. Any communication or material that you transmit to, or post, on the Site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-confidential and nonproprietary information. Genta, or any of its affiliates, may use such communication or material for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and further posting. Further, Genta and its affiliates, are free to use any ideas, concepts, know-how or techniques contained in any communication or material you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products.

If you identify yourself by sending an E-mail containing personal information:

You may volunteer to provide us personally-identifying information, for example your mailing address, in an electronic mail message. Before you do so, you should know that the material you submit may be seen by various people. We may enter the information into a database and we may share it with other government agencies. Also, e-mail is not necessarily secure against interception. If your communication is very sensitive or includes personal information, you may want to send it in by postal mail instead. Information collected in this manner may be used for responding to requests for information as well as other authorized purposes.

6. The trademarks, logos and service marks (collectively, the "Trademarks") displayed on the Site are registered and unregistered trademarks of Genta and others. Nothing contained in this Site should be construed as granting, by implication, estoppel or otherwise, any license or right in and to the Trademarks without the express written permission of Genta

or such third party. Your use of the Trademarks on the Site and in its contents, except as provided in these Terms and Conditions, is strictly prohibited. You are advised that Genta will aggressively enforce its intellectual property rights in the Site and its contents to the fullest extent of the law, including seeking criminal sanctions.

7. Reference herein to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the United States Government.
8. Genta has not reviewed all of the sites that may be linked to the Site and is not responsible for the content of any off-Site pages or any other sites linked to the Site. Your linking to any other off-Site pages or other sites is at your own risk. Once you link to another site, please be sure to review the legal notices and privacy policy of the new site. They may be different from this Site.
9. Although Genta may, from time to time, monitor or review the discussions, chats, postings, transmissions, bulletin boards and the like on the Site, Genta is under no obligation to do so, except to the extent required by Food and Drug Administration regulations, and Genta assumes no responsibility or liability arising from the content of the Site nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information within the Site.
10. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or would otherwise violate the law. Genta will fully cooperate with any law enforcement authorities or court order requesting or directing Genta to disclose the identity of anyone posting any such information or materials.
11. You are prohibited from altering, damaging or defacing the Site or adding any unauthorized material to the Site. You are advised that Genta will aggressively protect the Site and will prosecute violators to the fullest extent of the law, including by seeking criminal sanctions.
12. Genta reserves the right to alter or delete material from the Site at any time, and Genta may, at any time, revise these Terms and Conditions and the other Policies set forth in this Site by updating this posting. You are bound by any such revisions and should, therefore, periodically visit this page to review the then current Terms and Conditions and Policies.

INFORMATION COLLECTED AND STORED AUTOMATICALLY

If you visit our site to read or download information, such as career opportunities, press releases, etc., we automatically collect and store only the following information about you.

- The name of the domain (for example, "xcompany.com" if you use a private Internet access account, or "yourschool.edu" if you are connecting from a university's domain) and IP address (a number that is automatically assigned to your computer when you are using the Internet) from which you access our website;
- The type of browser and operating system used to access our site;
- The date and time you access our site;
- The Internet address of the website from which you linked directly to our site; and
- The pages you visit.

This information is primarily collected for statistical analysis. Genta's computer systems use software programs to create summary statistics, which are used for such purposes as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas. In certain circumstances, however, we may take additional steps to identify you based on this information and we may share this information, including your identity, with government agencies.

DISCLAIMER FOR HYPERTEXT LINKS

Neither Genta Incorporated, nor its contributors are responsible for the content of any off-site pages that are referenced by or that reference Genta.com or Ganite.com. The user specifically acknowledges that neither Genta Incorporated, nor its contributors are responsible for any defamatory, offensive, misleading or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user.

Links from Genta.com or Ganite.com on the World Wide Web to other sites, or from other sites to Genta.com or Ganite.com do not constitute an endorsement by Genta Incorporated. These links are for convenience only. It is the responsibility of the user to evaluate the content and usefulness of information obtained from other sites.

SECURITY, INTRUSION, AND DETECTION

For site security purposes, and to ensure that this service remains available to all users, all network traffic is monitored in order to identify unauthorized attempts to upload or change information, or otherwise cause damage or conduct criminal activity. To protect the system from unauthorized use and to ensure that the system is functioning properly, individuals using this computer system are subject to having all of their activities monitored and recorded by personnel authorized to do so (and such monitoring and recording will be conducted). Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals evidence of possible abuse or criminal activity, system personnel may provide the results of such monitoring to appropriate officials. Unauthorized attempts to upload or change information, or otherwise cause damage to this service, are strictly prohibited and may be punishable under applicable state or federal law.

PRIVACY POLICY

We do not collect any personally identifiable information about you, other than the computer information collected and stored as previously described above, unless you provide it to us voluntarily. If you do not want your personally identifiable information to be collected, please do not submit it to us.

If you do provide us with personally identifiable information, such as your name, postal address, e-mail address, telephone number and other personal information, we may contact you, via e-mail or regular mail to provide you with information we believe may be of interest to you. At the time, you will be offered the opportunity to opt out of this service. We do not sell or transfer to others outside our company the information you send to us, except that your data may be transferred to an outside fulfillment company for processing and mailing purposes only. We consider your e-mail address and any personal information you give to be private and these data will be kept confidential within Genta and by any outside fulfillment company. Within Genta, data may be transferred to or accessed by authorized Genta personnel in other countries. At all times, personal data are treated confidentially.

Data that are not personal, such as questions, comments, ideas and suggestions, shall be deemed to be non-confidential, and Genta shall be free to disclose and use the same, without any obligation whatsoever to you, for any purpose and through any means.

In addition, we may store some information on your computer to improve the quality of your visit to our site. In some cases, this information will help us to tailor the content to your interests, or help us to avoid asking for the same information on repeat visits to the site. With most Internet browsers, you can erase the information, referred to as "cookies" from your computer's hard drive, block all cookies or even receive a warning before a cookie is placed on your system. Refer to your browser instructions or help button to learn more about cookies.

We are very concerned about protecting the privacy of children. We do not intend to collect any personally identifiable information from children under 18 years old. If a child has provided us with personally identifiable information, the parent or guardian of that child should contact us.

If at any time you do not wish us to contact you or if you have questions concerning our privacy practices, please feel free to contact us.

EQUAL EMPLOYMENT OPPORTUNITY

Genta is an equal employment opportunity employer. To the extent applicable, it will comply with Executive order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973.