

# Terms and Conditions for H2 Therapeutics

## Introduction

These Standard Terms and Conditions shall manage your use of our website h2-therapeutics.com and any other sites or pages associated with H2 Therapeutics, such as Facebook, Twitter, etc. These sites and pages will be collectively referred to as our "Sites."

These Terms will be applied fully and affect to your use of our Sites. By using these Sites, you agreed to accept all terms and conditions written in here. You must not use these Sites if you disagree with any of these Standard Terms and Conditions.

## Intellectual Property Rights

H2 Therapeutics and/or its licensors own all the intellectual property rights and materials contained in these Sites. The images and icons from our Sites may be used by partners and third party sites in connection with providing appropriate links to the H2 Therapeutics website so long as they are used in a manner that is consistent with H2 Therapeutic's requirements.

## Restrictions

You are specifically restricted from all of the following:

selling, sublicensing and/or otherwise commercializing any website material;

publicly performing and/or showing any website material without written consent;

using our Sites in any way that is or may be damaging to our Sites;

using our Sites in any way that impacts user access to our Sites;

using our Sites contrary to applicable laws and regulations, or in any way may cause harm to the website, or to any person or business entity;

engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to our Sites;

using our Sites to engage in any advertising or marketing.

## Reviews

When posting a review, you must comply with the following criteria:

you should have firsthand experience with the person/entity being reviewed;

your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;

your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;

your reviews should not contain references to illegal activity;

you should not be affiliated with competitors if posting negative reviews;

you should not make any conclusions as to the legality of conduct;

you may not post any false or misleading statements;

you may not organize a campaign encouraging others to post reviews, whether positive or negative.

H2 Therapeutics may accept, reject, or remove reviews under sole discretion. Reviews are not endorsed by H2 Therapeutics, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

H2 Therapeutics does not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding our Site (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **No website warranties**

Our Sites are provided “as is,” with all faults, and H2 Therapeutics express no representations or warranties, of any kind related to our Sites or the materials contained on our Sites. Also, nothing contained on our Sites shall be interpreted as advising you.

## **Links to Other websites**

H2 Therapeutics is not responsible for any Third-Party websites accessed through our Sites or any Third-Party content posted on, available through, or installed from the website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party websites or the Third-Party content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party websites or any Third-Party content does not imply approval or endorsement thereof by us. If you decide to leave our Sites and access the Third-Party websites or to use or install any Third-Party content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

## **Social Media**

You may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through our Sites; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through our Sites via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site.

Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use our Sites.

## **Limitation of liability**

In no event shall H2 Therapeutics, nor any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with your use of our Sites whether such liability is under contract. H2 Therapeutics, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of our Sites.

## **Indemnification**

You hereby indemnify to the fullest extent H2Therapeutics from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

## **Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **Variation of Terms**

H2 Therapeutics is permitted to revise these Terms at any time as it sees fit, and by using our Sites you are expected to review these Terms on a regular basis.

## **Assignment**

H2 Therapeutics is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These Terms constitute the entire agreement between H2 Therapeutics and you in relation to your use of our Sites, and supersede all prior agreements and understandings.

## **Governing Law & Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of Idaho, and you submit to the non-exclusive jurisdiction of the state and federal courts located in The United States of America for the resolution of any disputes.

## **Mobile Application License**

### **Use License**

We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions.

You shall not:

decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;

make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;

violate any applicable laws, rules, or regulations in connection with your access or use of the application;

remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;

use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;

make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;

use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;

use the application to send automated queries to any website or to send any unsolicited commercial e-mail;

use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

### **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor"):

the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms and conditions;

in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent

permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.