

Palette Life Sciences Terms of Use

Palette Life Sciences, Inc. (“**Palette**,” “**we**,” “**us**” or “**our**”) has created a website at www.barrigel.com (the “**Website**” or “**Site**”) to provide information about the Palette’s Barrigel product, radiation therapy, and our company.

To assist you in using the Website, we have created (i) these Terms of Use (the “**Terms**”), and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information that you provide to us through the Website, including any medical information and our Terms govern your use of our Website and Content. Our Terms and Privacy Policy apply to anyone accessing our Website (collectively, “**you**”).

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE WEBSITE OR CONTENT. BY ACCESSING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT ACCESS WEBSITE OR USE THE WEBSITE OR CONTENT.

- 1. Your Agreement.** These Terms govern: (i) your use of the Website; (ii) your use of information obtained through the Website, including information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress and other intellectual property owned by Palette or our licensors and made available to you through the Website (collectively, “**Palette Content**”). Please read these Terms carefully; they impose legal obligations on you and on Palette, and establish our legal relationship. By accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.
- 2. Overview.** The Website provides a venue to obtain information about Palette’s Barrigel product, radiation therapy, and our company.
- 3. Ownership; Reservation of Rights.** The Website and associated Palette Content are the proprietary property of Palette and our licensors, and are protected by U.S. and international copyright, trademark and other intellectual property laws, or are used under the principles of fair use. Palette and our licensors retain all rights with respect to the Website and Palette Content except those expressly granted to you in these Terms.
- 4. Grant of Rights.** Subject to your compliance with these Terms, you are granted the right to access our Website and Palette Content solely for your personal, non-commercial use. You shall not (i) license, sublicense, sell, resell, distribute or otherwise commercially exploit the Website or Palette Content to any third party; (ii) modify or make derivative works based upon the Website or Palette Content; or (iii) reverse engineer, reverse compile, or access the Website or Palette Content in order to build a competitive product or service.
- 5. Comments/Feedback.** Our Website may allow you to provide comments or feedback regarding our Website and our Palette Content. By providing comments/feedback, you grant us the right to use your comments and feedback for the purposes of improving the Website.
- 6. Code of Conduct.** As a condition to your use of the Website, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other content that is unlawful, obscene, harmful, hateful, invades the privacy of any third party, contains nudity or pornography or is otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images and text in electronic form – can easily be copied, modified and sent over networks (such as the internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Website without the copyright owner's permission or without a legitimate “fair use” justification for the transmittal.
- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Use the Website to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms.
- Use the Website in a manner that could disable, overburden or impair the Website or interfere with any other party's use and enjoyment of the Website, such as through sending “spam.”
- Use the Website to test or reverse engineer the Website in order to find limitations, vulnerabilities or to evade filtering capabilities.
- Seek to obtain access to any materials or information through “hacking”, “data harvesting” or through other means we have not intentionally made available to you through the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website to violate any law, statute or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).

7. Jurisdiction. Certain sections of our Website contain information about our products that are not available in all countries. Approved indications, dosages, restrictions and product presentations may vary from country to country where such products are sold. Information that we publish on the Internet may contain references or cross-references to our products, programs, and services that are not announced or available in your country. Such references do not imply that we intend to announce such products, programs, or services in your country. We reserve the right to limit provision of our products and services to any person, geographic region or jurisdiction and/or to limit the quantities of any products or services we provide. You may consult us at websupport@palettelifesciences.com for information regarding the products, programs and services that may be available to you. Any offer for any product or service made in the materials on this Site is void where prohibited.

8. Monitoring; Revocation or Suspension of Use Privileges. We reserve the right at any time to (i) monitor your use of the Website, and (ii) terminate or suspend your use of some or all of the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our [Privacy Policy](#). Although we have no – and assume no – obligation to monitor activities on the Website, please understand that we may employ filters designed to detect and block inappropriate content described in our Code of Conduct. We reserve the right to request edits to your submission, to refuse to post or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, is incompatible with our Code of Conduct.

You should also understand that our Code of Conduct is based in many instances on principles of applicable law. Violations of our Code of Conduct accordingly may expose you to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Palette reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, consistent with our [Privacy Policy](#).

9. Links to Third-Party Sites. The Website may contain links or produce search results that reference links to third party websites (collectively, “**Linked Sites**”). Palette has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions or materials available on Linked Sites. Palette does not endorse the content of any Linked Site, nor does Palette warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

10. Warranty Disclaimer. PALETTE DOES NOT PROMISE THAT THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT YOU WILL OBTAIN SPECIFIC RESULTS FROM YOUR USE OF THE WEBSITE OR YOUR USE OF ANY CONTENT, SEARCH OR LINK ON IT. THE WEBSITE AND PALETTE CONTENT ARE DELIVERED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WHEN YOU ACCESS THE WEBSITE, YOU DO SO AT YOUR OWN RISK. PALETTE DOES NOT REPRESENT OR WARRANT THAT MATERIALS YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

PALETTE EXPRESSLY DISCLAIMS: (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE WEBSITE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE WEBSITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELATED CONTENT IS AT YOUR SOLE RISK.

11. NO MEDICAL ADVICE. THE CONTENT ON THE WEBSITE IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS, NOR SHOULD IT BE CONSIDERED A SUBSTITUTE FOR, PROFESSIONAL MEDICAL ADVICE. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE AND CONTENT CONTAINED THEREON IS VOLUNTARY. PALETTE MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO INFORMATION CONTAINED ON THE WEBSITE AND PALETTE SHALL HAVE NO LIABILITY WITH REGARD TO SAME. IF YOU HAVE OR SUSPECT YOU HAVE A MEDICAL PROBLEM, PROMPTLY CONTACT YOUR PROFESSIONAL HEALTHCARE PROVIDER.

12. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT OR NEGLIGENCE, WILL PALETTE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE WEBSITE OR PALETTE CONTENT.

13. Indemnity. You agree to defend, indemnify and hold Palette and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

14. Modifications to these Terms. We may modify and change these Terms over time. We will not “retroactively” change these Terms, and any modifications we make shall take effect proactively, once you next access the Website. Please feel free to print out a copy of the current Terms for your records.

15. Assignment. These Terms shall not be assignable by you, either in whole or in part. Palette reserves the right to assign its rights and obligations under these Terms.

16. General. These Terms shall be governed in all respects by the laws of the State of California without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of California, in the judicial district where Palette resides. The parties further agree that any cause of action arising under this Agreement shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Palette’s failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Palette and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

17. Survival. The following provisions shall survive the termination of these Terms and shall apply indefinitely: (i) Section 3 (Ownership; Reservation of Rights); (ii) Section 10 (Warranty Disclaimer); (iii) Section 11 (Limitation of Liability); (iv) Section 13 (Indemnity); (v) Section 15 (Assignment); (vi) Section 16 (General); and (vii) Section 17 (Survival).

18. Relationship to [Privacy Policy](#). These Terms must be read in conjunction with our [Privacy Policy](#). The provisions of our [Privacy Policy](#) are incorporated herein. To the extent these Terms conflict with the terms of our [Privacy Policy](#), the terms of our [Privacy Policy](#) shall control.

19. Contact Us. If you have any questions about these Terms, the practices of this Website, or your dealings with Palette, please contact us at:

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20. Effective Date. The effective date of these Terms is June 1, 2022.

21. Copyright and Legal Notice. Copyright ©2022 Palette Life Sciences, Inc. All Rights Reserved.