

## **Molecular Designs, LLC Website Terms of Use**

**Effective: November 9, 2022**

**Last Modified: November 9, 2022**

Welcome to the Molecular Designs LLC website, [www.moleculardesigns.com](http://www.moleculardesigns.com) (the "**Website**"). Molecular Designs ("**we**", "**us**", "**our**" or "**Molecular Designs**") operates the Website to allow you to access and use our Website and to purchase Products. These Website Terms of Use (the "**Terms**") are provided so that you will know how we will conduct ourselves when doing business with you.

### **Acceptance of the Terms of Use**

Please read these Terms carefully before you start to use the Website. These Terms are a legally binding agreement between you and Molecular Designs and govern your use of our Website.

By using the Website, you accept and agree to be bound and abide by these Terms and our [Privacy Policy](#) and any other documents or policies referenced in these Terms, which are incorporated herein by reference. If you do not want to agree to these Terms, our [Terms and Conditions of Sale](#), the Privacy Policy and the other incorporated documents, you must not access or use the Website.

### **Who May Use the Website**

The Website is offered and available to users who are 18 years of age or older and reside in the United States. By using the Website, you represent and warrant that you are at least 18 years old and of legal age to form a binding contract with us. If you do not meet all of these requirements, you must not access or use any of the Website.

### **Additional Terms**

At times, we may provide you with additional terms or conditions relating to a specific product or service you are requesting from us. Any additional terms or conditions we provide will supplement and not replace these Terms. In the event of any inconsistency between these Terms and any additional terms, the additional terms shall govern with respect to that particular product or service.

### **Changes to the Terms of Use**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Use of the Website following the posting of revised Terms means that you accept and agree to the changes.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the Website, and any services, products or information we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the Website, including to registered users.

You are responsible for both: (a) making all arrangements necessary for you to have access to the Website; and (b) ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

When purchasing Products through the the Website you will have the option to create an account (“**Account**”). To create an Account, you must provide certain registration details or other information, including name, email address, physical address, and telephone number. There may be additional information required when purchasing certain Products. All information you provide when creating an account or purchasing Products must be correct, current and complete. All information you provide to create an Account or purchase Products through the Website is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to any of the Websites or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. We may rely on the authority of anyone accessing your Account using your credentials, and we will not be liable to you for any liabilities you incur as a result of someone using your Account with your credentials.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Consistent with the terms of our Privacy Policy, we may store, transmit, receive, and/or access your data on or from our own servers or those of our service providers as long as such servers are located within the United States.

#### **Information You Provide for Your Account.**

You agree (a) that the information you provide to us to create an account will be accurate, current, and complete information about yourself, and that you will not provide information that attempts to impersonate another individual, and (b) to maintain and promptly update such information to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, we reserve the right to (x) suspend or terminate your Account; (y) refuse to provide any Product you have purchased; or (z) prohibit you from purchasing any additional Products.

### **Use by Health Care Providers.**

If you are a health care provider or a health plan, you represent and warrant that when using the Website and/or purchasing any Products you will comply with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act and its implementing regulations and other federal and state privacy and data security laws, and you will not provide any information, including protected health information, to us for which you do not have the required authorization or consent to provide.

### **Purchase of Products**

All Products are subject to our Terms and Conditions of Sale. By placing an order for Products you agree to our Terms and Conditions of Sale.

### **Intellectual Property Rights**

The Website and its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Molecular Designs, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Our name, brands, logos, slogans and other trademarks are our trademarks. All other names, brands, logos, product and service names, and designs appearing on the Website are the trademarks of their respective owners. You may not use such trademarks without our prior written permission.

These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take only such actions as are enabled by such features.

You must NOT:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Molecular Designs. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the <<**Content Standards**>> set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Molecular Designs, a Molecular Designs employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Molecular Designs or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Websites.

- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website are stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Links from the Website**

If the Website contains links to other sites, applications, or resources provided by third parties, these links are provided for your convenience only. We do not endorse, sponsor, recommend, or otherwise accept any responsibility for such third party websites, applications, or resources or their accessibility at any given time. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Third Party Content**

The Website may contain third party owned content (e.g. articles, abstracts, data, etc.). We do not endorse, sponsor, recommend, or otherwise accept any responsibility for such third party content. IN PARTICULAR, WE DO NOT ACCEPT ANY LIABILITY ARISING OUT OF ANY ALLEGATION THAT ANY THIRD-PARTY OWNED CONTENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ANY LIABILITY ARISING OUT OF ANY INFORMATION OR OPINION CONTAINED IN SUCH THIRD PARTY OWNED CONTENT.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Molecular Designs, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Molecular Designs. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

Content, prices, and availability of the Website and Products are subject to change without notice. We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date at any given time. We are under no obligation to update such material and we make no representation as to the accuracy of the information at any time.

### **Information About You and Your Visits to the Website**

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on one or more of the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content with which they are displayed, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or any portion of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepages.
- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

### **Advertising/Sponsorship**

We do not accept paid advertisements or sponsorships for our Website or Products.

### **News/Press Releases**

The Website may contain news articles, press releases or other information about Molecular Designs or current events related to our business. This information is provided for your convenience and interest only, and we have no duty or obligation to maintain the accuracy of such information or to keep such information up to date.

### **Geographic Restrictions**

The owner of the Website is based in the State of Alabama in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of their content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE, PRODUCTS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, THEIR CONTENT, AND ANY PRODUCTS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MOLECULAR DESIGNS NOR ANY PERSON ASSOCIATED WITH MOLECULAR DESIGNS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER MOLECULAR DESIGNS NOR ANYONE ASSOCIATED WITH MOLECULAR DESIGNS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY PRODUCTS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES

OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, MOLECULAR DESIGNS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL MOLECULAR DESIGNS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITE OR OTHER WEBSITES, OR THE PRODUCTS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL OUR LIABILITY EXCEED THE AMOUNT YOU PAID FOR YOUR PRODUCTS IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Molecular Designs, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website or Products, including, but not limited to any use of the Website content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

### **Termination**

You may delete your Account at any time, for any reason by sending an email to customerservices@molecularlabs.com. We may terminate your use of the Website or your Account for any or no reason at any time. You understand that termination of your agreement with us pursuant to these Terms will not entitle you to any refund and may involve deletion of your information from our live databases as well as any content that you uploaded to the Website



using such Account. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE OR DELETION OF YOUR ACCOUNT OR CONTENT UPLOADED BY YOU.

IF YOU HAVE A SEPARATE AGREEMENT WITH US THAT CONTAINS DIFFERENT TERMINATION PROVISIONS, THE TERMINATION PROVISIONS WITHIN THAT AGREEMENT WILL GOVERN.

### **Governing Law and Jurisdiction**

These Terms and the performance under them shall be controlled and governed by the laws of the State of Alabama, without regard to its conflicts of law principles. You hereby submit to the jurisdiction of the courts of Alabama for purposes of resolving any dispute between you and Molecular Designs. You hereby consent to the exclusive jurisdiction of such courts and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. You waive any objections to and agree to accept service of process by FedEx or other nationally recognized overnight courier. You and we will each bear our own attorneys' fees and costs in connection with disputes arising under these Terms, the Privacy Policy or use of the Website.

### **WAIVER OF JURY.**

YOU WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY AND AGREE THAT ANY ACTION ARISING OUT OF OR RELATED TO THESE TERMS, OUR PRIVACY POLICY, OUR TERMS AND CONDITIONS OF SALE, OR THE USE OF OUR WEBSITE SHALL BE TRIED TO A JUDGE SITTING WITHOUT A JURY. We may instead elect to resolve any dispute arising under or relating to these Terms, our Privacy Policy, our Terms and Conditions of Sale, or the use of our Website through binding arbitration in the state of Alabama pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award in arbitration shall be final and not subject to review or appeal in any court.

### **Limit on Actions**

No action of any kind relating to these Terms, our Privacy Policy, our Terms and Conditions of Sale, or the use of our Website may be brought more than one (1) year after accrual, except for an action for non-payment which may be commenced at any time.

### **Waiver and Severability**

No waiver by Molecular Designs of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Molecular Designs to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

### **Entire Agreement**

These Terms, the Terms and Conditions of Sale and our Privacy Policy constitute the sole and entire agreement between you and Molecular Designs regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**Your Comments and Concerns**

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: **website@moleculardesigns.com**.