

## NANODOSE THERAPEUTICS WEBSITE TERMS OF USE

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PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY ACCESSING OR OTHERWISE USING THE SITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING NANODOSE’S PRIVACY POLICY (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SITE. YOUR USE OF THE SITE, AND NANODOSE’S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BETWEEN NANODOSE AND YOU TO BE BOUND BY THESE TERMS.

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We do not warrant the accuracy, completeness or usefulness of any information or content provided on or through our Site. Any reliance you place on such information is strictly at your own risk. You acknowledge and agree that none of the information or content provided through or on any Site has the ability to diagnose, prescribe, or perform any tasks that constitute the practice of medicine.

The information provided by Nanodose and the Site does not purport to be complete or to contain all relevant information. Certain information contained in the Site relates to or is based on studies, publications, surveys and other data obtained from third-party sources and the Nanodose’s own internal estimates and research. Nanodose has not independently verified and makes no representation as to the adequacy, fairness, accuracy or completeness of, any information obtained from third-party sources.

1. **Eligibility.** You must be at least 18 years old to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Site; and (c) your use of the Site is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

2. **Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you will not, and will not permit any third party to: (a) reproduce, distribute, publicly display, or publicly perform the Site or any portion of the Site (including any Materials (as defined below) available on or through the Site); (b) make modifications to or create any derivative works based on the Site or any portion of the Site; (c) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Site or provide access to the Site to third parties on a service bureau basis or otherwise; or (d) interfere with or circumvent any feature of the Site, including any security or access control mechanism, or introduce any security threats into or through the Site. If you are prohibited under applicable law from using the Site, you may not use it.
3. **Prohibited Conduct.** You will not, and will not permit any third party to: (a) use the Site or any portion of the Site to exploit, interfere with, or circumvent any feature of any other website or service; (b) use the Site or any portion of the Site for any illegal, harmful, offensive, or objectionable purpose, including in a manner that violates the intellectual property or proprietary rights of, Nanodose or any third party; or (c) otherwise use the Site or any portion of the Site other than as provided in these Terms, or in violation of any applicable law.
4. **Submissions.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site or our business, products, or services (“**Feedback**”) or submit content, Materials, or information through interactive features (“**Content**”), then you hereby grant Nanodose an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback or Content in any manner and for any purpose, including to improve the Site and create or improve other products and services.
5. **Ownership; Proprietary Rights.** The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), materials, products, software, services, all other elements of the Site (“**Materials**”) provided by Nanodose are protected by intellectual property and other laws. All Materials included in the Site are the property of Nanodose or its third party licensors. Except as expressly authorized by Nanodose, you may not make use of the Materials. Nanodose reserves all rights to the Materials and the Site not granted expressly in these Terms.
6. **Third Party Services and Linked Websites.** The Site may allow you to access, use, or interact with third party products and services. Third party services are not under our control, and, to the fullest extent permitted by law, we are not responsible for any third party service’s use of your exported information. Please note that when you use third party services, you may also be required to agree to their terms and privacy policies. The Site may also contain links to third party websites. Third party websites are not under our control, and to the fullest extent permitted by law, we are not responsible for them.
7. **Monitoring Content.** We do not have any obligation to monitor any Content made available by third parties on or through our Site. You acknowledge and agree that we reserve the right to, and may from time to time, monitor any and all information transmitted or received through the Site for operational and other purposes. If at any time we choose to monitor the Content, we still assume no responsibility or liability for Content or any loss or damage incurred as a result of the use of Content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.
8. **Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis. Please check these Terms periodically for changes. By using the Site after any changes to

the Terms are published, you agree to the updated Terms. Except as expressly permitted in this Section 9, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

9. **Modification of the Site.** We reserve the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. We will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.
10. **Termination.** If you violate any provision of these Terms, your authorization to access the Site and these Terms automatically terminate. In addition, Nanodose may, at its sole discretion, terminate these Terms, or suspend or terminate your access to the Site, at any time for any reason or no reason, with or without notice. You may terminate these Terms by emailing us at [info@nanodose.com](mailto:info@nanodose.com). Upon termination, your rights under these Terms will terminate and you must immediately cease all use of the Site. Sections 1, 5, 6, and 11 through 21 will survive termination.
11. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify Nanodose and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**Nanodose Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Site; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
12. **Additional Disclaimers; No Warranties.** We are under no obligation to provide support for the Site. THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NANODOSE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NANODOSE DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND NANODOSE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR NANODOSE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF THE SITE. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE

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13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NANODOSE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY MATERIALS OR CONTENT ON THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NANODOSE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF NANODOSE TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO FIFTY DOLLARS (\$50). EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
14. **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. All disputes arising out of these Terms are subject to the sole and exclusive jurisdiction of the state and federal courts located within San Francisco County, California and you and Nanodose submit to the personal and exclusive jurisdiction of these courts.
15. **Privacy Policy.** Please read our Privacy Policy at <https://www.nanodose.com/privacy-policy/> (“**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
16. **Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
17. **Contact Information.** The Site is offered by Nanodose Therapeutics, Inc., located at 1971 Western Avenue, Suite #159 Albany, NY 12203. You may contact us by sending correspondence to that address or by emailing us at [info@nanodose.com](mailto:info@nanodose.com).
18. **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.

19. **International Use.** The Site is intended for visitors located within the United States. We make no representation that the Site is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited. If local laws prohibit you from using the Site, you may not do so.
20. **Severability.** If any term or condition of these Terms of Use shall be deemed to be invalid, void, illegal, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of the remaining terms and conditions.
21. **GOVERNING LAW AND JURISDICTION.** In the event of any dispute between you and Sound Biologics or its affiliates arising under or from these Terms of Use or your use of this Site, such dispute shall be governed and construed under the laws of the State of Delaware without regard to principles of conflict of laws. Furthermore, you hereby agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.
22. **Miscellaneous.** These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Nanodose regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
23. **QUESTIONS.** Please direct any questions regarding these Terms of Use to [info@nanodose.com](mailto:info@nanodose.com).