

TERMS OF USE

KLARITOS WEBSITE TERMS OF USE

Last Updated: October 7, 2019

Thank you for your interest in KLARITOS, Inc. ("KLARITOS," "we," or "us") and our website at www.klaritos.com, along with our related websites (collectively, the "Site"). These Terms of Use are a legally binding contract between you and KLARITOS regarding your use of the Site. Please read the KLARITOS Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information. The KLARITOS Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY ACCESSING OR 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 KLARITOS' 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 KLARITOS' PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY KLARITOS AND BY YOU TO BE BOUND BY THESE TERMS.

1. **KLARITOS Website Overview.** KLARITOS is a precision medicine company focused on developing a precision medicine-based managed care model, and the Site provides information about our company, products and services. KLARITOS AND THE SITE DO NOT PROVIDE ANY MEDICAL ADVICE OR OPINIONS, NOR DOES YOUR USE OF THE SITE ESTABLISH A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND KLARITOS. ALL MATERIALS ON THE SITE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT SERVE AS A SUBSTITUTE FOR THE ADVICE OF A MEDICAL PROFESSIONAL.
2. **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.
3. **Use of the Site.**
 - **3.1 Use.** Subject to your complete and ongoing compliance with these Terms, KLARITOS grants you, solely for your personal use, limited, non-exclusive, non-transferable, non-sublicensable, revocable permission to access and use the Site during the Term.
 - **3.2 Restrictions on Use.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Site or any Materials; (b) make modifications to the Site or any Materials; or (c) interfere with or circumvent any feature of the Site, including any security or access control mechanism. If you are prohibited under applicable law from using the Site, you may not use it.
 - **3.3 Information You Submit.** Do not submit any information or other materials that you consider confidential or proprietary through the Site. If you choose to provide input and suggestions regarding us, our products or services, or problems with or proposed modifications or improvements to the Site ("Feedback"), then you do so on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and you hereby grant KLARITOS an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free, transferable, sublicensable right to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and services.
4. **Ownership; Proprietary Rights.** The Site is owned and operated by KLARITOS. The visual interfaces, graphics, design, compilation, information, data, computer code, and all other elements of the Site ("Materials") provided by KLARITOS are protected by intellectual property and other laws. As between us, all Materials included in the Site are the property of KLARITOS or its third party licensors. Except as expressly authorized by KLARITOS, you may not make use of the Materials. KLARITOS reserves all rights to the Materials not granted expressly in these Terms.
5. **Third Party Sites.** The Site may contain links to third party websites. Linked websites are not under KLARITOS' control, and KLARITOS is not responsible for their content.

6. Prohibited Conduct. BY USING THE SITE YOU AGREE NOT TO:
 - a. use the Site for any illegal purpose or in violation of any local, state, national, or international law;
 - b. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
 - c. interfere with security-related features of the Site, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law;
 - d. interfere with the operation of the Site or any user's enjoyment of the Site, including by interfering with or disrupting any network, equipment, or server connected to or used to provide the Site;
 - e. attempt to do any of the acts described in this Section 6 or assist or permit any person in engaging in any of the acts described in this Section 6.
7. Modification of these Terms. We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modifications are effective upon publication. Except as expressly permitted in this Section 7, 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.
8. Term, Termination and Modification of the Site
 - 8.1 Term. These Terms are effective beginning when you accept the Terms or first access or use the Site, and ending when terminated as described in Section 8.2 (the "Term").
 - 8.2 Termination. If you violate any provision of these Terms, your authorization to access the Site and these Terms automatically terminate. In addition, KLARITOS 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.
 - 8.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Site and (b) Sections 3.3, 4, 8.3, 9, 10, 11, and 12 will survive.
 - 8.4 Modification of the Site. KLARITOS reserves 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. KLARITOS will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.
9. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify KLARITOS and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "KLARITOS 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.
10. Disclaimers; No Warranties
THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. KLARITOS 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. KLARITOS DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE ACCURATE, UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND KLARITOS 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 KLARITOS ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE KLARITOS ENTITIES OR THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITE AND YOUR DEALING WITH ANY OTHER SITE USER. 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 SITE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. KLARITOS does not disclaim any warranty or other right that KLARITOS is prohibited from disclaiming under applicable law.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE KLARITOS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL 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 ANY KLARITOS ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE KLARITOS ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$10.

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 11 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Miscellaneous

- 12.1 General Terms. These Terms, together with 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 KLARITOS 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.
- 12.2 Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and KLARITOS submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, CA for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Site from our offices in California, and we make no representation that Materials included in the Site are appropriate or available for use in other locations.
- 12.3 Additional Terms. Your use of the Site is subject to all additional terms, policies, rules or guidelines applicable to the Site or certain features of the Site that we may post or link to from the Site (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 12.4 Consent to Electronic Communications. If you provide your contact information through 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.

- 12.5 Contact Information. The Site is offered by KLARITOS, Inc., located at 3705 Haven Avenue, Suite 130, Menlo Park, CA 94025. You may contact us by sending correspondence to that address or by emailing us at info@klaritos.com.
- 12.6 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.
- 12.7 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.