

## TERMS OF USE

*Last Revised on December 18, 2019*

Welcome to the Terms of Service (“**Terms**”) for the Ring website <https://www.ringtx.com> provided by Ring Therapeutics, Inc. (“**COMPANY**,” “**we**,” “**Ring**” or “**us**”).

These Terms govern your use of and access to [<http://vps49336.inmotionhosting.com/~ringtx5/#>] and all content, applications, services, tools and features provided by us, in connection with the site (collectively, the “**Website**”). Please read these Terms carefully, as they include important information about your legal rights.

By using or accessing the Website, you are agreeing to these Terms. For purposes of these Terms, “**you**” and “**your**” means you as the user of the Website. If you use the Website on behalf of a company or other entity, then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of such entity with the authority to bind such entity to these Terms, and (b) you agree to these Terms on such entity’s behalf.

## TABLE OF CONTENTS

### 1. WHO MAY USE THE WEBSITE

Minimum Age and Location. You must be 18 years of age or older and reside in the United States or any of its territories to use our Website. Ring makes no representation that the information on this Website is appropriate or available for use in other locations, and access to the Ring Website from territories where the content of the Ring Website may be illegal is prohibited. Those who choose to access the Ring Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws. Minors under the age of 18 but who are at least 13 years of age are only permitted to use our Website if the minor’s parent or guardian accepts these Terms on the minor’s behalf prior to use of the Website. Children under the age of 13 are not permitted to use the Website. By using the Website, you represent and warrant that you meet all of these requirements.

### 2. LOCATION OF OUR PRIVACY POLICY

2.1 Privacy Policy. Our privacy policy describes how we handle the information you provide to us when you use our Website. For an explanation of our privacy practices, please visit our privacy policy at <https://www.ringtx.com>.

### 3. RIGHTS WE GRANT YOU

3.1 Use of the Website. Subject to your compliance with these Terms, Ring hereby grants to you a limited right to access the Website and view the content provided to you as part of the Website for your personal, non-commercial informational purposes only. Except as expressly provided in these Terms, nothing contained in the Website grants or shall be construed as granting a license or other rights to you under any patent, trademark, copyright or other intellectual property of Ring or any third party. Unauthorized use of any Ring trademark, service mark, logo, design, animation, page header, button icon or script may be a violation of federal and state trademark laws.

3.2 Restrictions On Your Use of the Website. You may not do any of the following, unless laws prohibit these restrictions or you have our express written permission to do so:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any content contained on, or obtained from or through, the Website, including any text, images, audio or video;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Website (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, trade names, slogan, logos, images, service marks or other proprietary notations displayed on or through the Website;
- (d) use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Website;
- (e) exploit the Website for any commercial purpose, including, without limitation, communicating or facilitating any commercial advertisement or solicitation;
- (f) use the Website in any manner that could disable, overburden, damage, disrupt or impair the Service or interfere with any other party's use of the Website or use any device, software or routine that causes the same;
- (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Website, or the computer systems or networks connected to the Service;
- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Website;
- (i) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Website to monitor, extract, copy or collect information or data from or through the Website, or engage in any manual process to do the same;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (k) use the Website for illegal, harassing, unethical, or disruptive purposes;
- (l) violate any applicable law or regulation in connection with your use of the Website; or
- (m) use the Website in any way not expressly permitted by these Terms.

#### **4. OWNERSHIP AND CONTENT**

- 4.1 Ownership of the Website. The Website and its content, including their "look and feel" (e.g., text, graphics, animations, images, logos, etc.), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that Ring and/or its licensors own all right, title and interest in and to the Website (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Website and its content, including, without limitation, the exclusive right to create derivative works.
- 4.2 Ownership of Trademarks. The Ring name, the term RING, the Ring logo and all related names, logos, product and service names, designs and slogans are trademarks of Ring or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the

Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

## 5. **THIRD PARTY SERVICES AND MATERIALS**

- 5.1 Use of Third Party Materials on the Website. The Website may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites. By using the Website, you acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or websites, or for any other materials, products or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

## 6. **DISCLAIMERS**

- 6.1 Disclaimers. Your access to and use of the Website are at your own risk. You understand and agree that the Website is provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, Ring, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Ring Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Ring Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Website; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Website; (c) the operation or compatibility with any other application or any particular system or device; and (d) whether the Website will meet your requirements or be available on an uninterrupted, secure or error-free basis. You understand that Ring may modify, expand, reduce or terminate all or any part of this Website at any time or discontinue, change or restrict your use of this Website for any reason without notice. No advice or information, whether oral or written, obtained from the Ring Entities or through the Website, will create any warranty or representation not expressly made herein. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## 7. **LIMITATIONS OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE RING ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE WEBSITE OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE RING ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN

CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE WEBSITE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF RING SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. THEREFORE, THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **8. ADDITIONAL PROVISIONS**

- 8.1 Updating These Terms. We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review the Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Website after the modifications have become effective will be deemed your acceptance of the modified Terms.
- 8.2 Termination of License. If you breach any of the terms of these Terms, all licenses granted by Ring will terminate automatically. Additionally, Ring may suspend, disable or delete the Website with or without notice, for any or no reason. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by Ring or you. Termination will not limit any of Ring’s other rights or remedies at law or in equity.
- 8.3 Jurisdiction; Choice of Law. These Terms and your use of the Website shall be governed by the laws of Massachusetts, without regard to its conflict of laws provisions. Any disputes under these Terms shall be adjudicated in the state or federal courts in Massachusetts, and you consent to the exclusive jurisdiction of said courts.
- 8.4 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to Ring for which monetary damages would not be an adequate remedy and Ring shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 8.5 California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
- 8.6 U.S. Government Restricted Rights. The Services and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

- 8.7 Export Laws. You agree that you will not export or re-export, directly or indirectly, the Website and/or other information or materials provided by Ring hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Website may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Website, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
- 8.8 Severability. If any provision of these Terms, in full or in part, shall be unlawful, void or for any reason unenforceable, then that provision, in full or in part, shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- 8.9 Miscellaneous. These Terms and the licenses granted hereunder may be assigned by Ring but may not be assigned by you without the prior express written consent of Ring. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Service is operated by us in the United States. Those who choose to access the Service from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws.
- 8.10 How to Contact Us. You may contact us regarding the Website or these Terms at: 620 Memorial Drive, Suite 100 West Cambridge, MA 02139 or by e-mail at [info@ringtx.com](mailto:info@ringtx.com)