

## Website Terms & Conditions

Effective October 1, 2020. DIGIMUNE (“DIGIMUNE” or “we”, “us” or “our”) provides our public websites, including at [www.digimune.com](http://www.digimune.com) (“Sites”) to you subject to these terms of use (“Terms”), which may be updated by us from time to time pursuant to Section 3 below.

### Acceptance of Terms

You accept and agree to be bound by these Terms and our Privacy Policy and Cookie Policy. If you do not agree to these terms and those Policies, or are under 18 years of age, you should not use the Site.

### Scope of Terms

These Terms do not apply to your access and use of our subscription services marketed on the Sites (“Services”), which are governed by our DIGIMUNE for Business Master Customer Agreement, DIGIMUNE for Everyone User Agreement or other applicable agreement between you and DIGIMUNE with respect to the Services.

### Changes to Terms

We may change these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Sites following the posting of revised Terms means that you accept them.

### Changes to Sites

We reserve the right to change or discontinue any content, aspect, service or feature of the Site at any time in our sole discretion. We will not be liable if for any reason all or any part of any Site is unavailable at any time or for any period.

### Registering

You may be given the opportunity to provide registration details in order to receive information from us or to access certain resources on the Site. You agree that any information you provide to register with the Site will be correct, current and complete, that you will keep that information up-to-date and that the information will be subject to the Privacy Policy.

### Trademarks

The DIGIMUNE name, FOX logo, and all related names, logos, product and service names, designs and slogans are trademarks (or service marks) of DIGIMUNE. You may not use any of those marks without DIGIMUNE’s prior written consent. All other names, logos, product and service names, designs and slogans on the Sites are the marks of their respective owners.

### Other Intellectual Property

The Sites and their content, features and functionality (including all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by DIGIMUNE, its licensors or other providers of such material and are protected by copyright and other intellectual property or proprietary rights laws. Except as expressly provided in this Section 7, with our prior written consent or as permitted by applicable law, you may not reproduce, distribute, mirror, frame, publicly display or perform, translate or create derivative works of the Sites or any material on the Sites in any way or through any medium for distribution, publication or any commercial purpose. You

may, however, copy and download content from the Sites solely for your personal and non-commercial use, provided that you do not: modify the content; remove or alter any proprietary rights notices on the content; or further reproduce, publish or distribute the content.

## **Prohibited Uses**

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

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 U.S. 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 which does not comply with the content standards in Section 10 below.

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any junk mail, chain letter or spam or any other similar solicitation.

To impersonate or attempt to impersonate DIGIMUNE, our employees, another user or any other person or entity.

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or exposes them to harm or liability.

In addition, you agree that you will not:

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites.

Use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Use any device, software or routine that interferes with the proper working of the Sites, or attempt to interfere with the proper working of the Sites.

## **User Submissions**

The Sites may contain groups, forums, comments sections or other interactive features ("Interactive Features") that allow you to post or upload comments, content or other material ("User Submissions"). All of your User Submissions must comply with these Terms, including the content standards in Section 10, and will be considered non-confidential and non-proprietary. By providing any User Submissions on the Sites, you grant us the right to disclose and use those User Submissions for any purpose, and represent that you have all necessary rights in those User Submissions. We are not responsible, or liable to any third party, for the content or accuracy of any User Submissions posted by you or any other user of the Sites. You are solely responsible for your use of any Interactive Features, which is at your own risk.

## **Content Standards**

You understand and agree that you are responsible for any User Submissions you submit or contribute, and that you, not DIGIMUNE, have full responsibility for their content, including their legality, reliability, accuracy and appropriateness. Without limiting the foregoing, User Submissions must not:

Contain material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent or hateful.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations.

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote or assist any unlawful act.

Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if not the case.

## **Copyright Infringement**

If you believe any User Submission violates your copyright, please see our Copyright Infringement Notice Policy for instructions on sending us a notice.

## **Reliance on Information**

The information presented on or through the Sites is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents. In addition, the Sites may include content provided by other users or by other third parties. All third-party statements and opinions, and all articles and responses to questions and other content, other than the content provided by DIGIMUNE, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of DIGIMUNE. 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.

## **Links from Sites**

If the Sites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. 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 Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Disclaimer of Warranties**

YOUR USE OF THE SITES, INCLUDING WITHOUT LIMITATION THEIR CONTENT AND INTERACTIVE FEATURES, IS AT YOUR OWN RISK. THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITES, INCLUDING WITHOUT LIMITATION THAT THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. DIGIMUNE 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 WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Limitation on Liability**

IN NO EVENT WILL DIGIMUNE, 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 SITES, ANY SITES LINKED TO THEM, ANY CONTENT ON THE SITES OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR SUCH OTHER SITES, 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. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Indemnification**

You agree to defend, indemnify and hold harmless DIGIMUNE, 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 Sites, including without limitation your User Submissions, any use of the Sites' content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Sites.

## **Governing Law; Venue**

All matters relating to the Site and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with United States federal law, and the internal laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Sites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, in each case located in Baltimore, Maryland, USA, and the parties expressly consent to personal jurisdiction and venue in those courts.

## **Waiver and Severability**

No waiver by DIGIMUNE of any term or condition set forth in these Terms 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 by us 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, together with the Privacy Policy, Cookie Policy and Copyright Infringement Notice Policy, constitute the sole and entire agreement between you and DIGIMUNE with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

## **Comments or Concerns**

The Site is operated by DIGIMUNE. All notices of copyright infringement claims should be prepared in accordance with our Copyright Infringement Notice Policy and sent to the copyright agent designated in that policy. All other feedback, comments and other communications relating to the Site should be directed to [info@digimune.com](mailto:info@digimune.com).

