

Terms of Use

Effective Date: January 1, 2021

WE ENCOURAGE YOU TO PLEASE READ THESE TERMS CAREFULLY. THEY DESCRIBE THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THIS SITE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY CHOOSE NOT TO ACCESS OR USE THIS SITE.

Our Agreement

XSOLIS, Inc. (“we” or “us”) owns and operates this website, www.xsolis.com. You represent that you are at least age 18 and have the power and authority to agree to these terms. These terms create a legal binding agreement between you and us and describe the rules of your use of this website, as well as the hypertext links to other websites contained on this website, and other online resources accessible via the same (all, the “site”). By browsing, accessing, linking, streaming, viewing, using or downloading information from this site, you agree to these terms, our [Privacy Policy](#), our [Cookies Policy](#), and any additional terms and conditions that may apply to specific sections of the site or to services available through the site or from us. If you are using the site on behalf of another person, you represent that you are authorized to accept these terms on that person’s behalf. Additional specific terms or agreements may apply to certain products or services or specific areas or features of the site such as events or promotions. If such terms or agreements conflict with these terms, the specific terms or agreements will prevail. Nothing in these terms constitutes a license to use our products or services, for which a separate signed agreement between you and us must be signed by both of us.

Modifications to Terms

To accommodate new services and features on our site and to ensure up-to-date compliance with applicable laws, we may modify our terms from time to time. When we modify our terms, we will notify you by posting on our site. You must discontinue using the site if you disagree with the modifications. Any changes will become effective as of the date of posting. We urge you to review these terms often so you are always fully informed.

Use by Minors

Our site is not intended to be used by or designed to attract children under the age of 18.

Accounts

You may have the opportunity on our site to create a user account to participate in certain features of the site. If you create an account, you are responsible for maintaining your profile and using the settings available to protect the confidentiality of your profile user name, password and all other personal information. You are responsible for all uses of

your account, whether or not you have authorized them. You agree to provide, maintain and update true, accurate, current, and complete information about yourself in the registration process. You may not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You agree to promptly notify us of unauthorized use of your username, password, other account information or any other breach of security that you suspect or become aware of involving or relating to the site. You also agree to exit your user account at the end of each session. Our site may offer you the opportunity to register or log in using social media or other third-party services. We do not control such services and are not responsible for them. We fully disclaim all liability associated with them.

Intellectual Property

This site and its entire contents, features and functionality (including, without limitation, all information, software, text, displays, images, photos, video, audio, music, songs, recordings, digital downloads, graphics, "look and feel," trademarks, logos, and trade dress, and the design, selection and arrangement of those elements, are owned by us, our 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. The mark XSOLIS® and all logos incorporating the mark, and certain of the other names, marks, and logos on the site are trademarks and service marks owned or controlled by us. All goodwill generated from use of our marks will inure to our exclusive benefit. You may not, nor may you allow others to, directly or indirectly sell, license, rent, reproduce, modify or attempt to modify, or create derivative works from the site content in any way or reproduce or publicly display, perform, transmit or distribute or otherwise use the site content for any public or commercial purpose. You may not systematically retrieve data or other site content from our site to create or compile, directly or indirectly, a collection, compilation, database or directory without our prior written consent. Subject to these terms, we grant you a non-exclusive, non-transferable, limited right to access, use and view our site solely for your own personal use.

You do not have the right to delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site. No right, title or interest in or to the site or any content on the site is transferred to you, and all rights not expressly granted are reserved by us.

User Contributions

You may have the opportunity to post or upload, or have someone else post or upload on your behalf, content to our site ("User Contributions"), including through testimonials, profiles, forums, and other interactive features. User Contributions may include, for example, text, music, photos, videos, sounds, lyrics, messages, illustrations, files, images, graphics, comments, information, and other materials. You represent that your User Contributions are true and accurate and do not infringe the rights of any other person or entity or violate any laws and that you own or control all rights to the content necessary

to post or upload it. To the extent the law allows, we reserve the right to reveal your identity or any other information we know about you if a complaint or legal action arises from your User Contributions. By posting or uploading User Contributions to our site, you are granting us an irrevocable, non-terminable, non-exclusive, transferable, sublicenseable, royalty-free, worldwide license to use, copy, distribute, publicly display, modify, or create derivative works from such materials or any part of such materials. If you become aware that your User Contributions include any material for which you lack the unrestricted right to grant us the rights set forth above, you agree to promptly notify us. You have no right to maintain or access User Contributions on our site and we have no obligation to return User Contributions or otherwise make them available to you except as described in our [Privacy Policy](#). You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of your User Contributions. We are not responsible for the timeliness, deletion, misdelivery or failure to store any of your User Contributions or personalization settings. We may freely use any feedback, suggestions or ideas you provide to us, and you grant to us a perpetual, worldwide, transferable, sublicenseable, irrevocable, non-terminable, royalty-free license to use such feedback in any way.

Public Forums and Interactive Communications

Our site may offer public forums and other interactive communications. Please be aware that these features are public or may be subject to public access. You acknowledge that public forums offered on the site are for public and not private communications. Please use respect when you interact with others through our site. You are responsible for the content you post and the consequences of posting the content, and your interactions with third parties through our site. Such dealings are solely between you and such third parties. We urge you to be cautious about these interactions. Your use or reliance on such content is at your own risk, and we are not responsible for it. We reserve the right to remove without notice any posting or communication for any reason, but we have no obligation to delete content that you may find objectionable or offensive. Information and opinions expressed in public forums or other interactive communications by others are not necessarily ours.

Content Standards

These content standards apply to any and all User Contributions and your use of interactive services. User Contributions must comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any patent, trademark, trade secret, copyright or other 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 or that otherwise may be in conflict with these terms and our Privacy Policy.
- 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 this is not the case.

Third-Party Content

Our site may include content posted or uploaded by third parties (“Third-Party Content”). Unless our site makes clear otherwise, we do not claim ownership of Third-Party Content, and it does not necessarily express our views. Because it is not content we have posted or uploaded, we are not responsible for Third-Party Content and cannot verify its accuracy, timeliness, completeness or usefulness. We have the right, but not the obligation, to monitor, edit or delete Third-Party Content. Your use or reliance on Third-Party Content is at your own risk, and we are not responsible for it. If you have a dispute with any other user of our site or any third party, you agree that the dispute is between you and the third party and we are under no obligation to become involved, and you release us and our parents, subsidiaries, affiliates, members, officers, directors, employees, agents, representatives, and service providers from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

Our site may use third-party trademarks and logos to identify third parties and resources. Our use of these marks does not imply affiliation with or endorsement of the third party. These marks are the property of their respective owners.

Third-Party Suppliers

Our site may use software or services provided by third parties. We provide those products and services to you with permission of the suppliers on their terms, and subject to our own terms set forth here. Without limiting these terms, we expressly disclaim any warranty or other assurance to you regarding these third-party products and services.

External Links and Features

Our site may include links to other websites or allow you to use certain features and plugins that integrate external social media sites and other sites and other third-party features and tools. These terms do not apply to any external linked sites, and we have no control over and cannot be responsible for the practices or the contents of such external sites or their availability. We do not endorse and are not responsible for any content, advertising, products, or other materials on or available from external sources or your reliance on them. Your use of these external sites and features is at your own risk, and it is your responsibility to protect yourself from viruses and other destructive elements. We encourage you to consult the terms of such sites.

Copyright Infringement; Notice and Take-Down Procedures

We specifically prohibit the posting of any content that violates or infringes the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on this site infringes your copyright or other intellectual property rights, you should notify us of your copyright infringement claim in accordance with the following procedure. We will process notices of alleged infringement that it receives and will take appropriate action as required by the Digital Millennium Copyright Act ("DMCA"). The DMCA requires that notifications of claimed copyright infringement should be sent to the following email address: sales@xsolis.com.

To be effective, the notification must be in writing and contain the following information:

- Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Inquiries that do not follow this procedure may not receive a response. Upon receiving a claim of infringement, we may, in our discretion, remove or disable the material claimed to be infringed.

Please be advised that if you materially misrepresent that material is infringing your intellectual property, you may be liable for damages (including costs and attorneys' fees). If you are not sure whether the material infringes on your intellectual property, you should consider contacting an attorney before contacting us.

Changes to the Site

We may, for any or no reason and at our discretion, modify, disable, or discontinue operation of our site or your access to our site without notice and without liability to you or any other party. Reasons for termination may include provision of false or misleading registration information, interference with other users or the administration of our services, or violation of these terms or any of our other policies or agreements. Upon denial of access, you agree not to attempt to access our site. Termination will not limit any of our other rights or remedies. We also may limit your use of the site, including, for example, limits on the amount of content you upload or the number of posts you make and your frequency of access.

Privacy Policy and Security

We respect your privacy and will handle your personal information pursuant to our [Privacy Policy](#). By using our site, you consent to the collection and use of personal information submitted by you in accordance with our Privacy Policy. You acknowledge that transmission of information by the Internet is never completely secure. Except as otherwise stated in our [Privacy Policy](#), we do not guarantee the security of any information transmitted to or from our site, including to or from any external sites linked to our site, and submission of any information to our site or to any external sites linked to our site is your risk and responsibility.

Service Interruptions

We will do our best to provide uninterrupted service to our site, but we do not guarantee continuous and uninterrupted access to our site, and operation of our site may be affected by circumstances outside of our control. You are responsible for providing or obtaining Internet access and any hardware or software necessary to connect to the Internet or use our site.

Mobile Access

Your access or use of our site through a mobile device will require wireless service and may require software. Our site and services may offer text-messaging capability. You are responsible for these requirements, all applicable charges and fees incurred from them, and the terms of your agreements with your mobile service and telecommunications providers. Not all features of our site may work with or be permitted by your device or network provider. We are not responsible for the unavailability or delays in wireless, text-

messaging, or telecommunications service, or any loss, damage or security breach or disclosure of your information to third parties from use of such services.

Force Majeure

If you or we are prevented from performing or are unable to perform any obligation under these terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence, but in no event later than 60 days.

Not Professional Advice

The content on our site is provided for general informational purposes only and should not be construed as advice. We do not warrant the accuracy, completeness or usefulness of this information. The content is not intended to, and does not, constitute spiritual, legal, medical, financial or professional advice, and may not be used for such purposes. Any reliance you place on such information is strictly at your own risk.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT USE OF OUR SITE IS AT YOUR SOLE RISK, ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. OUR SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF OUR SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR ANY INTERRUPTIONS, ERRORS, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS IN THE USE OF OUR SITE. WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO OUR SITE AND THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, FREEDOM FROM DEFECTS, UNINTERRUPTED USE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. THIS INCLUDES LOSS OF DATA OR PROFIT ARISING OUT OF THE USE OR THE INABILITY TO USE THE CONTENT OF OUR SITE. WE DO NOT WARRANT THAT ANY CONTENT OR INFORMATION ACCESSED THROUGH OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, DEFECTS WILL BE CORRECTED, OR OUR SITE OR THE SERVERS THAT MAKE OUR SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

IN NO EVENT WILL WE OR ANY OF OUR PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, REPRESENTATIVES, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO ANY USE OF OUR SITE OR THE INFORMATION CONTAINED ON OUR SITE, THE INABILITY TO USE OUR SITE, THE USE OF OR THE INABILITY TO USE OUR SERVICES, OR ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OUR SITE, OR LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE GREATER OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE CAUSE OF ACTION OR ONE HUNDRED DOLLARS (\$100.00). SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Waiver of California Civil Code Section 1542 and Similar Laws

BY USING OUR SITE, YOU WAIVE ANY RIGHTS YOU MAY HAVE WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR," AND ANY SIMILAR LAW OF ANY OTHER JURISDICTION.

Relationship of Parties

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these terms or any use of this site. You agree not to hold yourself out as our representative, agent, or employee, and we shall not be liable for any representation, act or omission made by you.

Indemnification

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our 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 representations and warranties in these terms, your use of the site, including, without limitation, your User Contributions, any use of the site's content, services and products other than as expressly authorized in these terms or your use of any information obtained from the site, or infringement by you, or other user of the site using your computer, of any intellectual property or any other right of any person or entity. You will cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any such matter without our written consent.

Governing Law and Jurisdiction

These terms are governed by and construed in accordance with the laws of the State of Tennessee, United States of America, without giving effect to the principles of conflicts of laws of such state, and are binding on you in the United States and worldwide. Except as otherwise stated in these terms, we make no representation that our site is appropriate, legal or available for use in other locations. Accordingly, if you choose to use our site, you agree to do so subject to the internal laws of the State of Tennessee. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these terms. Except for disputes subject to arbitration as stated below, the state and federal courts of Davidson County, Tennessee, will be the exclusive forum and venue to resolve disputes arising out of or relating to these terms or the use of or visit to our site. By using our site, and thereby agreeing to these terms, you consent to personal jurisdiction and venue in the state and federal courts in Davidson County, Tennessee, with respect to all such disputes. You acknowledge that your breach or potential breach of any of these terms or infringement or potential infringement of our intellectual property rights may cause us irreparable harm for which recovery of money damages would be inadequate. You agree that we will be entitled, in addition to any other remedies available to us, to seek any relief, equitable or otherwise, to prevent or restrain such breach or potential breach.

International Use and Export Controls

Our site is operated from its location in the United States of America. We do not represent that our site is appropriate or available for use in all jurisdictions, and not all of our products or services discussed on our site are available in all jurisdictions or appropriate or available for use outside the United States. We prohibit accessing content from within jurisdictions where such content is illegal. If you choose to access our site from outside the United States, you do so on your own initiative and are solely responsible for complying with applicable local laws, including applicable laws regarding the transmission of data exported from the United States or the country in which you reside. Certain software and services offered on or through our site may be subject to United States export controls and economic sanctions laws. In particular, but without limitation, software and software services through our site may not be exported to any U.S.-embargoed countries or anyone on 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.

Taxes

You are responsible for all taxes, duties, levies, and fees, including any sales, use or withholding taxes, imposed on or in connection with use of our site by any taxing authority worldwide.

Other Terms

These terms will inure to the benefit of our successors, assigns and licensees. If any provisions of these terms are unlawful, void, or unenforceable for any reason, the other provisions will not be affected and will remain valid and enforceable to the maximum possible extent. These terms will apply in addition to, and will not be superseded by, any other written agreement between you and us in relation to any of our site, products, or services. Our failure to insist on or enforce strict performance of any provision of these terms will not be construed as a waiver of any provision or right. Our [Privacy Policy](#) and our [Cookies Policy](#) are binding parts of our terms, and together with these terms and any other specific terms or agreements in connection with a particular feature of or through this site constitute the entire agreement between you and us with respect to your use of our site. Any cause of action you may have with respect to your use of our site or that is the subject of these terms must be commenced within one (1) year after the claim or cause of action arises. Any provisions of these terms that by their nature should survive termination of these terms will survive.

How to Contact Us

If you have any questions regarding these terms, or to report violations of these terms, please contact us at sales@xsolis.com.