

PO Box 30085 Cincinnati, Ohio 45230 USA

THERAPOID GRANT FUNDING

TERMS OF USE (TOU)

20 March 2023

These Terms of Use (the "Grant Terms") apply to your use of the webpages and online services of Therapoid, LLC ("we", "us" "our" or "Therapoid") relating to Therapoid' Grant and Funding site located at https://therapoid.net/en/funding/all (this site, with any related pages, subpages subdomains and successor sites, the "Grant Site").

Please read these Grant Terms (collectively with Therapoid LLC's <u>Privacy Policy</u>, <u>Terms of Service</u>, <u>Digital Millennium</u> <u>Copyright Act Policy</u> and Therapoid User and Leader Handbook, the "Grant Terms of Service") fully and carefully before using the <u>Grant Site</u> and any related services, features, content platform or applications offered by Therapoid (the Grant Site and such related services, features, content, platform, or applications, the "Grant Services"). Let us know if you have any questions. The Grant Terms of Service set forth the legally binding terms and conditions for your use of the Grant Services, whether you are a User (defined below), or merely a visitor who is browsing the Grant Site or Funding Opportunities (defined below). In the event of any conflict or inconsistency between the Grant Terms and these other policies and terms with respect to the subject matter of these Grant Terms, the Grant Terms will control.

By registering for and/or using the Grant Services in any manner, including but not limited to visiting or browsing the Grant Site, you agree to the Grant Terms of Service and all other operating rules, policies, and procedures that we may publish from time to time, each of which is incorporated by reference and each of which we may update from time to time without notice to you. Be advised that your continued use of the Grant Services constitutes your agreement to the Grant Terms of Service and any updates. If you are using the Grant Services on behalf of an organization, you agree to the Grant Terms of Service on behalf of that organization.

The age limitation to gaining Grants through Therapoid is 21 years of age. Waivers are available on a case-by-case basis.

Please note that other websites, services, features, content, platform, or applications affiliated with or offered by Therapoid may be governed by separate policies. When visiting any other Therapoid website or webpage, or utilizing any other such websites, services, features, content, platform or applications of Therapoid (including without limitation, the Platform, defined below), please refer to any respective applicable terms of service, privacy policy, or other policy (the Platform and any and all such websites, services, features, content, platform or applications of Therapoid, including without limitation, the Grant Services, the "Therapoid Services").

- 1. Definitions.
 - a. "Funding Opportunities" means grants and other funding that are available made available through the Grant Site to support scientific research activity and the procurement of related equipment and resources, especially via the Platform.

- b. "Grant Content" means materials and content included in, provided, or displayed on the Grant Site.
- c. "Platform" means Therapoid' LLC Therapoid platform, located at <u>https://therapoid.net</u>, text, files, images, photos, video, sounds, musical works, works of authorship, personal information, or any other materials that you or any other User post, submit, upload, or otherwise provide, publish or make available to or through the Grant Site.
- d. "Posting" means posting, submitting, uploading, or otherwise providing, publishing, or making available any Posted User Content on or through the Grant Site.
- e. "Project" means any User-submitted proposal that is approved to receive funding under a Funding Opportunity pursuant to this Agreement.
- f. "User" means any visitor to the Grant Site, who possesses an Account as defined in section 2 of the Terms of Service.
- 2. Description. The Grant Services constitute and facilitate an open and dynamic database of posted Funding Opportunities.
- **3.** Visitor Access. Any visitor may access the Grant Site and the Funding Opportunities and other content posted or otherwise included or accessible on the Grant Site.
- 4. Use of Content; Restrictions on the use of Content; Copyright.
- 5. Subject to these Grant Site Terms, you may review, reproduce (provided that such reproductions are not routinely or systemically lent, whether on one occasion or over a period of time, in such a manner or in such quantities as to substitute for a subscription), download, display or distribute (free of charge), Grant Content (excluding any software code), solely for your personal, non-commercial use in connection with using the Grant Site, or for research, educational or public policy use, except in any instance where we have expressly restricted the access to or copying of such materials, and in any event, provided that attribution to any additional author is noted. Your use of Grant Content may neither state nor imply any formal or official relationship between you and Therapoid, or its supporters or partners, without their prior written permission. If you download or print any content from the Grant Site, you must retain all copyright and other proprietary notices contained therein. The Content may not be modified or altered in any way. Except as described above, you may not copy, distribute, enter into a database, display, perform, create derivative works of, transmit, or in any way exploit any part of the Grant Site, including computer programs and other coding.
- 6. Unless otherwise noted, all Grant Content is owned by or licensed to Therapoid, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. We expressly reserve all rights to the Grant Site and our materials under U.S. and international laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Grant Services. Furthermore, You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior consent of the owner of such proprietary rights. We reserve the right to terminate the account privileges of any User who infringes the copyright rights of others.

- 7. The rights granted under these Grant Terms do not permit the use of any data mining, web robots, web scraping software, or similar data gathering or extraction methods. Unless explicitly stated herein, nothing in these Grant Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. You also agree not to circumvent, disable, or otherwise interfere with security related features of the Grant Site.
- 8. This Site is controlled by us from our offices within the United States of America. If you choose to access the Grant Site from locations outside the U.S., you do so at your own risk and you are responsible for compliance with any local laws. You may not use or export anything (including information) from the Grant Site in violation of U.S. export laws, regulations, or the Grant Terms.
- **9.** Notice Regarding Trademarks. Trademarks used in or on the Grant Site are owned by (1) Therapoid, or (2) their respective trademark owners. The names of actual companies and products mentioned in the Site may be the trademarks of their respective owners. You may not use any of the above or other trademarks displayed on the Grant Site or in any Content. All rights are reserved.
- 10. Rights and Obligations Regarding Posted User Content.
 - a. Certain material that you may post or submit to us via any Therapoid' associated site(s), including materials submitted to or through the Preprint Server or the Asset Exchange site, will be subject to specific terms and conditions that apply to those specific sites. Any such terms and conditions will be presented to you at the time of submission or otherwise posted on the respective site(s). All other material (including, without limitation, photos and videos) that you post, submit, upload, or otherwise provide, publish or make available via the Grant Site (i.e., material not governed by additional terms and conditions that may apply to any other Therapoid website, services, features, content, platform or applications of Therapoid other Therapoid associated sites that are part of the Platform) is subject to the following terms.
 - b. Therapoid does not claim any ownership rights in the Posted User Content. After Posting (defined below) Posted User Content to the Grant Site, you continue to retain all ownership rights, if any, that you may have in the Posted User Content, subject to the license and rights you grant to us in these Grant Terms.
 - c. By Posting, you represent and warrant that you are the owner of the Posted User Content or are making your posting or submission with the express consent of the owner of the Posted User Content. In addition, you hereby grant to Therapoid and its Users a worldwide, perpetual, irrevocable, non-exclusive, royalty free, limited license (with the right to sublicense) to download, distribute and use the Posted User Content for purposes consistent with goals and objectives of the Grant Site. This includes, but is not limited to, use by Therapoid in marketing, promotional, or fundraising materials. We may delete any Posted User Content that in our sole judgment violates these Grant Terms or which may be offensive, illegal or violates the rights, harms, or threatens the safety of any person or which is in any way inappropriate. We reserve the right, in our sole discretion and without undertaking any duty to do so, to reject, refuse to Post or remove any Posting by you, or to restrict, suspend, or terminate your access to all or any part of the Grant Site at any time, with or without prior notice and without liability.

- d. In addition to the rights above, you acknowledge and agree that we may keep Posted User Content indefinitely and disclose it for any purpose, including but not limited to: (a) comply with legal process;
 (b) enforce these Grant Terms; (c) respond to claims that any Posted User Content violates the rights of third-parties; or (d) without undertaking a duty to do so, protect the rights, property, or personal safety of Therapoid, its Users and the public
- e. Therapoid anticipates that substantial Posted User Content or even assistance will be made available to you and others through the Grant Site or otherwise. Posted User Content may be outdated or contain typographical errors, inaccuracies, omissions, or problematic or defective functionality, and assistance (such as Therapoid' help with a report you are obligated to make) will need your review. YOU AGREE NOT TO RELY ON POSTED USER CONTENT OR ASSISTANCE AND TO DETERMINE ALL RELEVANT FACTORS ON YOUR OWN, INCLUDING (WITHOUT LIMITATION) ACCURACY, FUNCTIONALITY, QUALITY, RELIABILITY AND OTHER RELEVANT FACTORS.
- f. Any opinions, advice, statements, assistance, services, offers, or information expressed or made available by third parties, including Users, are those of the respective author(s) or distributor(s) and not of Therapoid.
- g. Conditions of Grant Awards. Please note that all requests and proposals for grant funding are not granted. Grant awards under this Agreement are contingent upon Therapoid's review and approval of your application. If you are awarded a grant under this agreement, you shall:'
 - i. use the grant funds only as specified in the approved grant proposal;
 - ii. make available on the Therapoid Platform, all data and results generated in the conduct of the Project;
 - iii. develop and make educational materials reflecting results and lessons learned from the Project available on the Platform, in a location to be specified by Therapoid.
 - iv. acknowledge Therapoid' sponsorship of the respective Project in all press releases, news, conferences and other media concerning the Project;
 - v. within 60 days after completion of the Project, submit a final report concerning the Project to Therapoid;
 - vi. permit Therapoid to access records to audit and verify grant-related activities;
 - vii. repay any funds not used in connection with the Project as specified in the approved grant proposal;
 - viii. not use grant funds for any purpose prohibited by law; and
 - ix. comply with all terms and conditions specified on the Therapoid Platform.

- **11.** Limitations on Linking and Framing. You may establish a hypertext link to the Grant Site so long as the link does not state or imply any sponsorship of your site by us or by the Grant Site. However, you may not, without our prior written permission, frame or inline link any of the content of the Grant Site, or incorporate into another Internet site or other service any of our material, content, or intellectual property, or other Content.
- **12.** RSS Feeds. You may subscribe to RSS feeds from the Grant Site for noncommercial, personal uses only. Any other uses are strictly prohibited. We may modify or discontinue the RSS feeds at any time, at our discretion, without notice to you, may restrict, suspend, or terminate your access to any or all of the RSS feeds, and may disable the links to the RSS feeds at any time.
- **13.** Representations and Warranties Made by You. By Posting any material or content to the Grant Site, you are representing that the material or content is (a) wholly your original work and owned by you, or (b) that you have all necessary right, title, interest and licenses to Post the material or content and make it available to Therapoid and other Users and visitors for download, distribution and use under these Grant Terms, as further detailed, without limitation, in section 6.1.2, above.
- 14. Activities of/on the Grant Site. The Grant Site is provided as is and when available, and we may change all Content, functionality, and Services in our discretion at any time. We may also do this for particular activities even if you have started to participate. For example, we reserve the right to change a grant description at any time even if you have already applied, and not all grants may be posted at all or on the Grant Site we use various methods for pursuing our mission and they are not limited to the Grant Site. Also, we or third parties might make a mistake and we reserve the right to correct anything, including but not limited to Content or assistance on the Grant Site. For example, we may correct, change, withdraw or do anything else with a grant description even if you have already taken action based on it.
- **15.** No Commissions. We do not want to deal with persons or entities desiring to be paid for something unless we intentionally enter into an express contract to do so. This means, for example, that we do not pay commissions or other sums to anyone who helps arrange a grant or anything else unless we have expressly contracted to do so in writing prior to any such arrangement. For example, if you submit an application for someone else without entering into such a contract with us, we will not pay you (or anyone else) a commission or other amount even if we accept the application or make the respective grant, etc. We may also use, delete, or ignore any information provided by you, without paying you anything and without undertaking any duties to you or anyone else. If you do not desire this outcome, then do not submit any information without entering into a written contract with us first.
- **16.** Links on the Grant Site to Third-Party Sites. Throughout the Grant Site, we have provided links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products, or services offered on or through the sites. In addition, neither we nor any of our affiliates or partners operate or control in any respect any information, products or services that any other third parties may provide on or through the Grant Site or on Internet sites linked to by us on or via the Grant Site.
- **17.** Termination. We reserve the right to terminate or suspend your access to the Grant Site, or any part of it, at any time without notice for any reason, even if you elect to store documents or other information or materials on

the Grant Site (e.g., the draft of a grant application). Accordingly, please make your own copies of any information or materials to which you may want to ensure access. The license granted by you to us under this agreement, and the limitation of liability and indemnity sections of these Grant Terms will survive any termination.

- 18. Disclaimers. THE GRANT SERVICES AND ALL CONTENT (regardless of who generates it) ARE PROVIDED "AS-IS" AND AS AVAILABLE, AND THERAPOID EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE: (i) ANY SPECIFIC RESULTS FROM USE OF THE GRANT SITE, PARTICIPATION IN ANY ACTIVITIES RELATED TO THE USE OF THE GRANT SITE, OR THE SERVICES; OR (ii) THAT THE CONTENT ON THE GRANT SITE SHALL BE ERROR-FREE, OR FREE OF ALL VIRUSES OR OTHER HARMFUL COMPONENTS. The Grant Site may be temporarily unavailable from time to time for maintenance or other reasons. We are not responsible for any technical malfunctions, conduct of any Users (whether online or offline), third party materials of any kind appearing on the Grant Site, or incorrect or inaccurate materials Posted on or to the Grant Site, whether caused by Users of the Grant Site or by any of the equipment, communications, viruses, network failure or programming associated with or utilized by Therapoid. We do not endorse any Posted User Content or any opinion, recommendation, or advice expressed therein, and expressly disclaim any and all liability in connection with Posted User Content. You shall be solely responsible for your own Posted User Content and the consequences of Posting it on the Grant Site.
- **19.** Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof, or any affiliation therewith, by Therapoid.
- **20.** UNDER NO CIRCUMSTANCES SHALL THERAPOID BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE GRANT SERVICES, FROM ANY CONTENT POSTED ON OR THROUGH THE GRANT SITE, PARTICIPATION IN ANY ACTIVITIES RELATED TO THE USE OF THE GRANT SERVICES, OR FROM THE CONDUCT OF ANY USERS.
- 21. IN NO EVENT SHALL THERAPOID AND ITS STAFF BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RELATED TO YOUR USE OF THE GRANT SERVICES, INCLUDING WITHOUT LIMITATION, CLAIMS RESULTING FROM ANY (i) ERRORS, MISTAKES, OR INACCURACIES IN CONTENT (regardless of who generates it), (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM YOUR ACCESS TO AND USE OF THE GRANT SITE, (iii) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GRANT SITE, (v) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE GRANT SITE BY ANY THIRD PARTY, (vi) PARTICIPATION IN ANY ACTIVITIES RELATED TO THE USE OF THE GRANT SITE AND/OR (vii) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT MADE AVAILABLE THROUGH THE GRANT SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER THERAPOID IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- **22.** EXCLUSIVE REMEDY; DAMAGE LIMITATION. YOU AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF THESE GRANT TERMS (INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY) AND FOR ANY AGGREGATE

DAMAGES DUE YOU (OR OTHERS RELATED TO YOU) BY THERAPOID OR ANY THIRD PARTY FOR ANY REASON RELATING TO ANY PART OF THE GRANT SITE, WILL BE AT OUR OPTION: (A) SUBSTITUTION, CORRECTION OR REPLACEMENT OF ALL OR PART OF THE CONTENT OR SERVICE CAUSING YOUR DAMAGE (IF ANY); OR (B) THE AMOUNT OF YOUR DAMAGES THAT ARE NOT EXCLUDED IN THE PRECEDING SECTION AND WHICH YOU ACTUALLY INCUR IN REASONABLE RELIANCE, WHICH AMOUNT WILL BE THE LESSER OF THE AMOUNT YOU ACTUALLY PAID US FOR THE ITEM CAUSING THE DAMAGE (IF ANY) OR THE AMOUNT OF SAID DAMAGES SO INCURRED. The damage exclusions and limitations in these Grant Terms are independent and will apply even if any remedy fails of its essential purpose.

- **23.** Release and Indemnity. You hereby agree to release and waive all claims and/or liability against Therapoid and our affiliates, arising from or in connection with your use of the Grant Site. You also agree to indemnify and hold harmless Therapoid and our affiliates, from and against all third-party claims, demands, fines, penalties, damages, liabilities, costs, fees, expenses or amounts of any kind or nature whatsoever, including, without limitation, attorneys' fees, arising or resulting from or in connection with your use of the Grant Site or failure to abide by any applicable law. You also agree to cooperate fully in the defense of any of the foregoing.
- **24.** You hereby release Therapoid from any damages arising from your use of grant funding gained thorough your affiliation and/or application to Therapoid hosted grants.
- **25.** Entire Agreement; Miscellaneous. These Grant Terms, including the Privacy Policy, Amendments and any: (a) notices, terms and items incorporated into any of them; (b) additional terms and conditions contained on any Therapoid associated site and pertaining to particular activities or content; and (c) our disclosures and your consents provided on or in connection with the Grant Site or any Therapoid associated site, or any content, service or other activity; constitute the entire agreement between you and Therapoid regarding subject matter of the foregoing (collectively, "Entire Agreement"). If any of these Grant Terms is determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Grant Terms are intended to be effective, then to the extent and within the jurisdiction which the respective Grant Term is illegal, invalid or unenforceable, it shall be severed and deleted from this Agreement and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. The foregoing does not impair the enforceability of additional agreements you enter into, such as, for example, an agreement for a grant.