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Terms and Conditions

20 March 2023

Welcome to Therapoid and its Therapoid open science platform! We are proud to have you here.

These Terms of Service (“Terms”), which may be updated occasionally and posted at <https://Therapoid.net>, apply to your use of <https://Therapoid.net>, this Site and platform, (collectively, the “Platform”), and the other websites, features, products, applications, content and services offered by Therapoid LLC (“we”, “us” “our” or “Therapoid”) (these websites, features, products, applications, content and services, together with the Site and the Platform, the “Services”). Please read these Terms carefully. Let us know if you have questions.

By using or accessing the Services, you agree to be bound by these Terms. If you are using Services on behalf of an organization, you agree to these Terms on behalf of that organization.

You must follow any policies made available to you within the Platform. You must not misuse our Services. For example, do not use this website in any way that causes or may cause damage to the website or impairment of the website’s availability and accessibility; or in any way which is illegal, fraudulent, harmful, or unlawful, or in connection with any illegal, fraudulent, harmful, or unlawful purpose or activity.

These Terms do not give you the right to use this website to copy, send, store, use, publish, host, distribute or transmit any material or content which consist of (or is linked to) any computer virus, spyware, Trojan horse, worm, rootkit, keystroke logger or other malicious and/or damageable computer software.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website in any other ways than the ways mentioned. You must not induce, encourage, incite people, or offer them incentives to sign up as an affiliate in any way. You must not use the Platform for data mining or email harvesting. If you do so, your account may be suspended and erased.

Therapoid is designed to be an open environment that is essentially controlled by its member community. With the creation of content in the message boards to uploaded content in the preprint server, the Community will evaluate, and when possible, vote for the quality and applicability of content. As a result of this community governed environment, the Community Managers arise from within the Community. It is up to the Community to determine its Managers (“administrators”). To the best of its ability, Therapoid is simply hosting the Community and seeks to outsource the decision-making of appropriate content and activities to the Community.

Content

United States and other intellectual property laws protect all content on Therapoid’ websites including without limitation, the Platform. You will find a few different types of content in our Services.

Therapoid provides a platform that enables open scientific communication and work-flow collaboration.

At Therapoid, we want to enable scientific experts to save lives, eliminate and remediate pollutants, and drive an entrepreneurial spirit for adopting open Technologies and Content within a free platform. Through the free exchange of scientific knowledge and research, our platform crowd-advances the global community around open Technologies and Content.

Our approach is like “open-source” software development because we have, in essence, utilized the licensing and contractual arrangements already successfully used in open-source programming. Similarly, we have also adopted a range of variations on this theme of open-source license and contracts that allow for various forms of intellectual property protections.

Please read these Terms of Service <https://Therapoid.net> collectively with Therapoid LLC’s Privacy Policy <https://Therapoid.net> and Digital Millennium Copyright Act Policy (DMCA) (the terms of which are incorporated herein, by reference) fully and carefully before using the Services. These Terms of Service set forth the legally binding terms and conditions for your use of the Services, whether you are an open-source contributor (“Innovator”), a party interested in open-source Technologies and Content (“Adopter”), or merely a visitor who is browsing the Services.

1. Acceptance of Terms of Service

- 1.1. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Services, you agree to these 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. Under these Terms of Service, “User” means any person that opens and possesses an Account as defined in section 2.
- 1.2. Certain of the Services or Content (defined below in Section 5) may be subject to additional terms and conditions specified by us or other parties (“Additional Terms”). Your use of such Services, Technologies and Content (defined below in Section 3.2), or Content is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference. Here are some examples of how these additional terms may arise:
 - 1.2.1. Some Innovators may make their Technologies and Content available only to the extent allowed by a certain Creative Commons License. In those situations, the Additional Terms of the [Creative Commons License](#) shall apply to your use of the Technologies and Content or Content in addition to these Terms.
 - 1.2.2. We may offer, either now or in the future, some additional features that are subject to certain charges. As a result, those features may have additional payment terms that apply to those features but are not listed in these Terms. When you use those additional features, you are agreeing to comply with those additional payment terms as well as these Terms.

2. Registration

- 2.1. To access some of the Services on this Site, you will need to open a separate account (“Account”) where you will create a login name, alias, and password by completing our online registration form, which requests certain information and data (“Registration Data”). Each login name and alias will be unique. Therapoid reserves the right to refuse to grant any login name or alias that, in our determination, impersonates the login name or alias of another person or that we otherwise in our sole discretion deem to be inappropriate. However, Therapoid is not responsible for policing against or preventing impersonation nor will Therapoid be liable for any claims arising out of impersonation; if you suspect that you are being impersonated, please contact us at legal@Therapoid.net.
- 2.2. By registering for an Account, you agree that your Registration Data is true and accurate and that you will maintain and update your Registration Data as necessary so that it remains true and accurate. Failure to maintain accurate Registration Data, including without limitation, an e-mail address, may result in your immediate removal from the Site.

- 2.3. You agree to maintain only one account with the Site and all other Therapoid websites. Determination of multiple account usage by allegedly related persons or persons originating from common locations are at the sole discretion of Therapoid.
- 2.4. The information we obtain through your use of this Site and all other Therapoid websites and Services, including without limitation your Registration Data, is subject to our Privacy Policy <https://Therapoid.net>, which is specifically incorporated by reference into these Terms.
- 2.5. ScienceCoins tokens “cryptocurrency” and Non-fungible Tokens (NFT)
- 2.5.1. The purpose of cryptocurrency is to allow people to manage their funds in an anonymous and secure way, from any location, without relying on third parties.
- 2.5.2. On the blockchain, your digital assets are not controlled by any bank or government.
- 2.5.3. You are the only one who has access to your funds, and you can instantly transfer them to any other address on the blockchain without depending on authorizations, permissions, or limits.
- 2.5.4. Your public address and your private key are the only pieces of information you need to hold and manage your funds from anywhere in the world.
- 2.6. Cryptocurrency wallet. All Registrants are freely offered a cryptocurrency wallet for the access to their ScienceCoins and NFTs stored on a blockchain.
- 2.6.1. What is a wallet?
- 2.6.1.1. This wallet a free, open-source, client-side interface. This wallet allows you to interact directly with the blockchain, while you remain in full control of your keys and funds.
- 2.6.1.2. YOU are the one who is in control. This wallet is not a bank or exchange. It does NOT hold your keys, your funds, or your information. This means we can't access accounts, recover keys, reset passwords, or reverse transactions.
- 2.6.1.3. **WARNING: You and only you are responsible for your security.**
- 2.6.1.4. Where are your funds stored?
- 2.6.1.4.1. Your ScienceCoins tokens and NFTs are not in your wallet. Just like they aren't on your hardware wallet, or on blockchain explorers. All funds and tokens are on the blockchain itself. This means that we do not control them. We are a “doorway” that allows you to interact with the blockchain in a convenient way.
- 2.6.1.5. What is Blockchain?
- 2.6.1.5.1. The term 'blockchain' refers to a public, decentralized spreadsheet, like a ledger. It's maintained by people all over the world, who remotely mine transactions to make them a part of the blockchain, permanently.
- 2.6.1.5.2. When you use a wallet, you are accessing the blockchain directly. It's your responsibility to take all necessary security precautions when you do this. Please do your research, knowledge is power! No keys. No Password. No funds!

2.6.1.6. What if I lose my keys or password?

2.6.1.6.1. We cannot recover your information for you. If you lose your information, it's GONE FOREVER. We do not store any data. After you've received your keys and set up a password, we strongly suggest you:

2.6.1.6.1.1. Write Your Keys and Password Down. Keep Them Safe.

2.6.1.6.1.2. Don't Store Your Keys and Password on Your Computer or Phone.

2.6.1.6.1.3. **Warning: We Can't Restore Your Keys or Reset Your Password**

2.6.1.7. About Security

2.6.1.7.1. Never give your Private Key to anyone; that includes your keystore file and mnemonic phrase.

2.6.1.7.2. Don't trust any free ScienceCoins or tokens.

2.6.1.7.3. If someone is giving away free tokens, it's probably not real.

2.6.1.7.4. If they email you saying they're Therapoid, it's not real.

2.6.1.7.5. If they ask for your private key, it's not real.

2.6.1.7.6. Bookmark our website.

2.6.1.7.7. Always check the URL for our 'Therapoid' certification.

2.6.1.7.8. You may be able to purchase a hardware wallet such as Ledger® at <http://Therapoid.net>. Your security is worth it. Get one.

2.6.1.8. **NO KEYS. NO PASSWORD; NO FUNDS! WE CANNOT HELP YOU RECOVER YOUR KEYS.**

2.6.1.9. **WARNING: We Do Not Control Your Funds. You Do!**

2.6.1.10. Cryptocurrency Wallet Disclaimer

2.6.1.11. A purpose of cryptocurrency is to allow people to manage their funds (cryptocurrency) and non-fungible tokens (NFTs), collectively, your digital assets, in an anonymous and secure way, from any location, without relying on third parties such as banks.

2.6.1.12. On the blockchain, your digital assets are not controlled by any bank or government.

2.6.1.13. Unless you have provided others access, you are the only one who has access to your funds and NFTs, and you can instantly transfer them to any other address on the blockchain without depending on authorizations, permissions, or limits.

2.6.1.14. Your public address and your private key are the only pieces of information you need to hold and manage your funds from anywhere in the world.

2.6.1.15. Your funds are not stored “in” your wallet. It just gives you access to your funds and NFTs stored on the blockchain. Your wallet can be thought of as a window to your funds.

2.6.1.16. This wallet a free, open-source, client-side interface. This wallet allows you to interact directly with the blockchain, while you remain in full control of your keys and funds.

2.6.1.17. Please think about the following carefully...

2.6.1.17.1. YOU are the one who is in control of your wallet. This wallet is not a bank or exchange. It does NOT hold your keys, your funds, your NFTs, or your information. This means we cannot access accounts, recover keys, reset passwords, or reverse transactions.

2.6.1.17.2. **WARNING: You and Only You are Responsible for Your Security.** We cannot access your wallet your funds or NFTs. PERIOD!

2.7 Your tokens, coins, cryptocurrency, and NFTs are not in your wallet. Just like they are not in a hardware wallet or on blockchain explorers. All digital assets are on the blockchain itself. This means that we do not control or have access to them. Your wallet is a doorway that allows you to interact with the blockchain in a convenient way.

2.7.1 **WARNING: We Do Not Control Your Funds or NFTs. You Do!**

2.8 The term “blockchain” refers to a public, decentralized spreadsheet, similar to a ledger. It is maintained by people all over the world, who remotely manage transactions to make them a part of the blockchain, permanently.

2.9 When you use a wallet, you are accessing the blockchain directly. It is your responsibility to take all necessary security precautions when you do this. Please do your research. Knowledge is power!

2.10 **No keys. No Password. No funds! No NFTs!**

2.11 We cannot recover your information for you. If you lose your key, it is GONE FOREVER. We do not store any data. After you have received your keys and set up a password, we strongly suggest you:

2.12 Write Your Keys and Password Down on piece of paper and put it in a safe place (“cold storage”).

2.13 Do Not Store Your Keys and Password on Your Computer or Phone as your device being hacked or lost will result in the loss of access to your cryptocurrency and NFTs – forever!

2.14 Warning: We Cannot Restore Your Keys or Reset Your Password

2.15 **NO KEYS. NO PASSWORD; NO FUNDS!**

2.16 Some helpful tips

2.16.1 Never give your Private Key to anyone; that includes your keystore file (JSON) and mnemonic phrase.

- 2.16.2 You only provide others with your wallet address.
- 2.16.3 Do not trust any free ScienceCoins (SCI) or NFTs.
- 2.16.4 If someone is giving away free SCI or NFTs, it is probably not real.
- 2.16.5 If they email you saying they are us, it is not real. If they ask for your private key, it is especially not real. WE WILL NEVER ASK YOU FOR YOUR KEYS! NEVER!
- 2.16.6 Bookmark our website.
- 2.16.7 Always check the URL for our “Therapoid” certification.
- 2.16.8 Store your keys in secure place.

3. Description of Services

3.1. Scientific Collaboration. The Platform provides Users an open science area to conduct or discuss science-related information, data, manuscript development, provide or receive monetary and/or non-monetary donations, and express views, opinions, and the recommendations of individuals and organizations. You are completely responsible for your own conduct, beliefs, and opinions within the Platform. The message boards are designed to help you gain the information to conduct research. You are responsible for properly analyzing and verifying any information or data you choose to rely upon.

3.1.1. Therapoid does not perform background checks on any of the Users. We do not guarantee that Users’ profiles contain accurate information. Users should also be aware that other Users might use the Platform for personal gain. Therefore, everyone should approach information, data, analytics and communications, and messages with appropriate precaution and objectivity.

3.1.2. Communications and messages posted by Users may be misleading, deceptive, or in error. If you disagree with a posting, feel free to voice your opinion. It is the policy of Therapoid to allow our Users to freely discuss issues in a free and open manner, and we will not take sides in disagreements or disputes based on scientific theories, sentiments, politics, or other subjective criteria.

3.1.3. The Platform is largely a self-policing discussion environment, which means that Community Managers (“administrators”) from the community are appointed by the community to review communications and content received from users regarding violations of the Platform policies. Upon receipt of such communications and content, Community Managers can and will take such action as they deem appropriate (at their sole discretion), including, but not limited to the removal of post(s) and content(s), and the suspension or termination of user account(s). If you believe a message has been intentionally posted in violation of any laws, you should contact the appropriate local legal authority.

3.1.3.1. When Community Managers flag content and technologies, the provider of the flagged content can appeal the decision made by the Community Manager(S). When such appeals are made, they go to Therapoid’s independent science team for adjudication. The decision made by the Therapoid science team is final and binding.

3.1.4. You should be aware of the possible risks of on-line communications and scientific data analysis. We make various services and Content available on and through the Platform including, but not limited to, the provision of a forum for the discussion of various topics, including without

limitation, data, theories, conferences, proceedings, investments, markets, politics, manuscripts, journal articles, and other topics. We reserve the sole right to either modify or discontinue the Platform, including any features therein, at any time with or without notice to you. We shall not be liable to you, or any third party should we exercise such right. Modifications may also include, but are not limited to, changes in the pricing structure, the addition of Premium Services that may be determined in the future, or changes to allowances and limitations. Without limiting the generality of the foregoing, any new features that augment or enhance the then-current Services on the Platform shall also be subject to these Terms.

3.1.5. **User Roles.** The Platform enables the designation of some users as managers, leaders, moderators, and other roles which give them extra privileges and responsibilities in specific areas of the Platform, to enhance the User experience for all. Such Users are generally not employees or agents of Therapoid, and their actions and opinions are not representative of those of Therapoid. All Users, including such managers, etc., are bound by these Terms of Service. Therapoid reserves the right to assign and remove roles and privileges at any time at its sole discretion, for the good of the community. Roles and privileges are enabled to assist Users and to enforce these Terms and the platform's operating policies.

3.2. **Technologies and Content.** Therapoid offers a structured set of data, text, and media files that includes, without limitation public data produced by governments, universities, companies, organizations, and other such Innovators (the "Technologies and Content"). Therapoid does not directly create or provide all the Technologies and Content available on the Platform. Rather, the Services act as a venue to allow Therapoid and Innovators to offer, provide, distribute, produce, and make available ("Share") Technologies and Content for other users to access and use. As a result, Therapoid has no control over the quality, safety, morality, or legality of any aspect of the Technologies and Content that are Shared by Innovators, except those owned by Therapoid and/or its Affiliates, or the ability of Innovators to provide Technologies and Content. As used in these Terms, references to our "Affiliates" include our parent, subsidiary, and affiliated companies. Therapoid does not transfer legal ownership of any of the Technologies and Content from the Innovators to any user. By using the Services, you agree that Therapoid is not responsible or liable for any Technologies and Content, for example, text, information, data, communications, usernames, graphics, images, photographs, profiles, audio, video, items, links, and any other material posted by you, Innovators, other users, or outside parties on the Services. Therefore, ultimately, you use the Services at your own risk.

4. Sharing Technologies and Content

4.1. Therapoid's License in Technologies and Content

4.1.1. As a User of the Services, you hereby grant to Therapoid, the worldwide, royalty-free, fully paid, non-exclusive, perpetual, irrevocable, transferable, sub-licensable (as specified in this section 4.1) license and right, with respect to any Technologies and Content and/or Content that you Provide (defined below) by or through your use of the Services, to: i) utilize and adapt the Technologies and Content in connection with the Site and the provision of Services; and ii) grant a license in the Technology or Content to other Users under and in accordance with the Creative Commons Attribution-Non-Commercial License [CC BY-NC 4.0] (the "Creative Commons License"; as further described in section 4.2, below). The license granted to Therapoid under this section 4.1 survives your termination of your Account or the Services. You agree that this license includes a right for Therapoid to make the subject Technologies and Content available to other companies, organizations, or individuals with whom Therapoid has relationships for the provision of services and to use such content in connection with the provision of those services. You understand that Therapoid may (i) transmit or distribute the Technologies and Content over

various public networks and in various media; and (ii) make such changes to the Technologies and Content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media. Under the license granted by you to Therapoid herein, we shall be free to use any ideas or concepts contained in any User Content as set forth herein without further attribution, compensation or notice to you. You agree that this license shall permit Therapoid to take these actions.

- 4.1.2. You represent and warrant that you have all rights to grant the above licenses to us and our users without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

4.2. Non-Commercial Use

- 4.2.1. Therapoid grants you a license to use the Technologies and Content that are available and accessible through the Services, in accordance with the Creative Commons Attribution-Non-Commercial License [CC BY-NC 4.0] (the “Creative Commons License”), the terms and conditions of which are incorporated here by this reference. The Creative Commons License can be found at <https://creativecommons.org/licenses/by/4.0/legalcode>.

- 4.2.2. Under the Creative Commons License, you are free to adapt and share the Technologies and Content for noncommercial purposes, but if you do so you must: (i) give the respective Innovator (or Therapoid, as the case may be) that Provided (defined below) the Technology appropriate credit, (ii) provide a link to the source material on the Site, (iii) provide a link to the Creative Commons License, and (iv) indicate if changes were made to the Technology ((i)-(iv) collectively, “Attribution”). Attribution allows others to correct errors and keep the Technologies and Content current. You may give Attribution in any reasonable manner, but not in any way that suggests that the Innovator endorses you or your use. If you have any questions regarding Attribution, you can contact us at Info@Therapoid.net.

- 4.2.3. In consideration of licenses and rights obtained under this section 4.2 in any Technologies and Content, you shall Provide to and through the Services, all further discoveries, developments, modifications, improvements, additions of content, and derivative works made by you or your agents (collectively, “Improvements”), to or using the Technologies and Content. Improvements will be Provided to or through the Services as specified in these Terms, for others to work on them and make further improvements. In addition, you shall forbear filing patent applications directed to any Improvement or acquiring or asserting any proprietary rights or taking any action that is or would conflict with the rights being made available to other Users under the Creative Commons License as specified in these Terms.

4.3. Commercial Use

- 4.3.1. If you wish to use the Technologies and Content in a manner that is primarily intended for or directed towards commercial advantage or monetary compensation (such use, “Commercial Use”), Therapoid requires that you enter into a separate commercial license agreement. While we welcome commercial use of the Technologies and Content and Content, entering a separate commercial license allows us to protect each Innovator’s and the community’s investment in the Technologies and Content and to maintain the integrity of the Technologies and Content.

- 4.3.2. We are committed to building and developing the Technologies and Content, and this includes helping various types of Adopters to access and use the Technologies and Content for many

purposes. Please contact us at Info@Therapoid.net for more information about Commercial Uses of our Technologies and Content.

5. Sharing Content

5.1. Content. For purposes of these Terms of Service, the term “Content” includes, without limitation, information, data, text, photographs, videos, audio clips, communications, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the avoidance of doubt, the term “Content” includes “Technologies and Content.” “Therapoid Content” includes all Content except for the User Content.

5.2. User Content

5.2.1. All Content Provided (defined below, in section 8.2) to or through the Services by Users, including without limitation, Improvements to the Technologies and Content (collectively “User Content”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations, including intellectual property laws.

5.2.2. By Providing User Content to or through the Services, you do not transfer any right, title, or interest to any of your User Content. You or your licensors retain all rights to your User Content (including Technologies and Content), subject to these Terms of Service and any Additional Terms. By submitting User Content, you agree Therapoid may use such Content in ways it deems necessary.

5.2.3. Providing and Sharing Content

5.2.3.1. By Sharing any User Content, you represent and warrant that you may legally make such Content available to other Users in a manner consistent with your Sharing of the User Content.

5.2.3.2. By submitting any User Content through the Services, you hereby do and shall grant us a worldwide, unrestricted, non-exclusive, perpetual, royalty-free, fully paid, sub-licensable, transferable and irrevocable license and right to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the Site and the provision of the Services, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites, feeds, and printed materials), and including after your termination of your Account or the Services. You agree that this license includes a right for Therapoid to make such Content available to other companies, organizations, or individuals with whom Therapoid has relationships for the provision of services and to use such content in connection with the provision of those services. You understand that Therapoid may (i) transmit or distribute the Content over various public networks and in various media; and (ii) make such changes to the Content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media. Under the license granted by you to Therapoid herein, we shall be free to use any ideas or concepts contained in any User Content as set forth herein without further attribution, compensation or notice to you. You agree that this license shall permit Therapoid to take these actions.

5.2.3.3. For all User Content, including any Improvements that you Share with such Users, you also hereby grant each User of the Services a non-exclusive, perpetual license to access and display locally your User Content through the Platform and/or Services. For open source Technologies and Content that you share with other Users, you agree to allow Users you have Shared such Technologies and Content with to use such Technologies and Content in a manner consistent with any Additional Terms you have attached to such Technologies and Content. When a Technology is uploaded to the Services without Additional Terms or any other specifications or restrictions regarding use, you hereby agree to the designation of such Technology as being offered under the Creative Commons License. We strongly encourage that all content submitted for use through the Services be designated as “CC-BY-NC,” although we recognize that such a designation may not be possible for some cases. For more information about the CC-BY-NC license and other Creative Commons Licenses, please visit <https://creativecommons.org/licenses>.

5.2.3.4. You represent and warrant that you have all rights to grant the above licenses to us and our Users without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

5.2.4. Using Content

5.2.4.1. All Content, whether Therapoid Content or User Content, shall only be used in accordance with these Terms and, if applicable, any Additional Terms. In the event of a conflict, inconsistency, or difference regarding the rights granted from Innovators to other Users, the specific Additional Terms will control (for example, for Technologies and Content licensed under a Creative Commons license, you will have the rights set forth in the applicable Creative Commons license).

5.2.4.2. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk, and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Technologies and Content you access on or through the Services is or will continue to be lawful or accurate.

5.2.4.3. Therapoid does not control the Technologies and Content provided by Users, or any other User Content. We reserve the right, but have no duty, to monitor Technologies and Content and User Content. You may find some Content to be offensive, harmful, inaccurate, or deceptive, or may face the risk of interacting with individuals under false pretenses. By using the Services, you agree to accept such risks and that Therapoid (and Therapoid’ officers, directors, agents, subsidiaries, joint ventures, and employees) is not responsible for all acts or omissions of Users. Please use caution and common sense when using the Services or any Technologies and Content obtained through the Services.

5.3. Notices and Restrictions. Therapoid Content may be protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Technologies and Content accessed through the Services.

5.4. Use License. Therapoid owns all rights, title, and interests in intellectual property rights in any contributions by its employees, any derivative works developed by Therapoid and the compilations and collective works in the Technologies and Content, including those works incorporating User-provided Technologies and Content or User Content (but not rights to User Content by itself). Subject to these Terms of Service, we grant each User a worldwide, non-exclusive, non-sublicensable and

non-transferable license to use (i.e., to download and display locally) Therapoid Content solely for purposes of using the Services, and further, to the extent of rights granted under the Creative Commons License and any Additional Terms, as applicable. Use, reproduction, modification, distribution, or storage of any Therapoid Content for other than purposes of using the Services, or any use beyond the scope of rights granted under the CC License, is expressly prohibited without prior written permission from us.

5.5. Availability of Content and Technologies and Content. We do not guarantee that any Technologies and Content will be made available through the Services. We reserve the right to, but do not have any obligation to: (i) remove, edit or modify any Technologies and Content or Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Technologies and Content or Content or if we are concerned that you may have violated these Terms), or for no reason at all; and (ii) to remove or block any Technologies and Content or Content from the Services. You agree that we have no responsibility or liability for the deletion or failure to store any Technologies and Content or Content and/or other material or data maintained or transmitted on or through the Platform. You agree that we have no duty to preserve any Technologies and Content or Content, including your posts and communications.

6. Intellectual Property

6.1. By accepting these Terms, you acknowledge and agree that all Technologies and Content presented or available on this Site are or may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and all such Technologies and Content remain the sole property of Therapoid, and/or its Affiliates, and/or the owner or source of the respective Content (each a “Content Provider”). You are only permitted to use the Content as expressly authorized by the specific Content Provider.

6.2. Therapoid retains all right, title, and interest in and to the Services, all software and technology incorporated therein, and all content made available to you through the Services (other than User Content, as defined above, or Technologies and Content provided by Users). The design of the Site and all text, graphics, information, content, product design, and other material displayed on or that can be downloaded from the Site belongs to us. The Therapoid name and logo displayed on the Site (the “Therapoid IP”) are Therapoid’ sole and exclusive property. Except as expressly set forth in these Terms of Service, you have no right in or to the Therapoid IP. Other company or product names and logos used and displayed on the Site are trademarks of their respective owners. Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Therapoid IP or other trademarks displayed on the Site, without our written permission or the written permission of the owner of the trademark. Any unauthorized use of the Content, Therapoid IP or the trademarks of others may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations and is prohibited. In the event of a violation, we reserve the right to seek all remedies available at law and/or in equity.

7. Fees

- 7.1. Payment of Fees. In the event there are any charges associated with the Services, such as charges for Premium Services, we will use a third-party payment processor (the “Payment Processor”) to process the payments. The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to these Terms of Service. We are not responsible for error by the Payment Processor. When purchasing products or services on the Site through the Payment Processor, you agree to pay us all charges at the prices then in effect for any such items in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.
- 7.2. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Account upon demand.
- 7.3. Recurring charges are collected in advance of service. If, for any reason, your Payment Method refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the Premium Services and require you to pay the overdue amount by other means acceptable to us. If you terminate your subscription for Premium Services within three (3) days of your payment without having made extensive use of premium features during that subscription period, as determined by Therapoid, and are not otherwise in violation of these Terms, you will be entitled to a refund of the most recently paid subscription.
- 7.4. Other than the foregoing, fees will not be refunded for any reason, including without limitation imposition of account limitations or suspension, account termination, and/or service interruptions.

8. Rules of Conduct

- 8.1. As a condition of use, you promise not to use the Services in a manner that is not permitted by these Terms of Service. You are responsible for all your activity in connection with the Services.
- 8.2. You shall not (and shall not permit any third party to) either (i) take any action or (ii) add, create, upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on, to or through the Services (all, collectively, “Provide,” in context-appropriate grammatical form), including without limitation any User Content, that:
- 8.2.1. infringes any other person’s patent, trademark, trade secret, copyright, or other intellectual property right or right of publicity or privacy (*see also* our Digital Millennium Copyright Act Policy [<https://Therapoid.net>]);
 - 8.2.2. violates any law or contractual duty;
 - 8.2.3. you know is false, misleading, untruthful or inaccurate;
 - 8.2.4. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, vulgar, pornographic, offensive, profane, or is otherwise inappropriate as determined by us in our sole discretion;
 - 8.2.5. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”);

- 8.2.6. covers, obscures, blocks, or in any way interferes with any advertisements and/or safety features on the Site or the Services;
 - 8.2.7. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
 - 8.2.8. impersonates any person or entity, including any agents or employees of Therapoid;
 - 8.2.9. interferes with another User's use and enjoyment of the Services; or
 - 8.2.10. includes anyone's identification documents or sensitive financial information.
- 8.3. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; (vii) access or use the Platform or the Services to collect any market research for a competing business; or (viii) otherwise take any action in violation of our guidelines and policies.
- 8.4. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; or (ii) modify, translate, or otherwise create derivative works of any part of the Platform. You shall abide by all applicable local, state, national and international laws, and regulations.
- 8.5. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms of Service, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to User support requests; or (v) protect the rights, property or safety of us, our Users and the public.
9. **Special Rules and Content Deletions.** The Therapoid Administrators (collectively, "Admin") reserve the right to disable and/or remove inappropriate content at any time. Admin are allowed to immediately remove any content that falls into the following categories: Threat, Off-Topic, Vulgarity, Privacy Violation, Spam, Personal Attack, or Duplicate. Hidden/removed posts may be reviewed by Admin and either left removed or restored. We reserve the right to intervene if we see blatant abuse of discussion and collaboration features. Users can review their posts removed within the past two weeks. Should you have a post removed, and you object or desire an explanation, your sole recourse is to address this matter privately with an Admin. Discussion of post deletions and Admin actions is not permitted on the Forums. Private Messages that you receive are not to be posted publicly unless you have prior permission from the author.
10. **Privacy.** Therapoid takes the privacy of our Users very seriously. For more information about how we treat the information we collect from you, please view our Privacy Policy at <https://Therapoid.net>. Additionally, as part of a transaction, you may obtain personal information, including email address and

other identifying information, from another User. Without obtaining prior permission from the other User, this personal information shall only be used for communication related to Therapoid or the course and/or institution through which you are connected to the other User. Therapoid has not granted you a license to use the information for unsolicited messages. Without limiting the foregoing, without express consent from the User, you are not licensed to add any Therapoid User to your email or physical mail list.

- 10.1. Therapoid is committed to protecting your privacy. We developed this Privacy Policy to share with you our information collection practices and the options you have when visiting <https://therapoid.net/en/legal/privacy-policy/> or using its applications or related services (hereinafter referred to as “the Website” or “the Site” or “Therapoid”) via any client or application. This Privacy Policy is an online Privacy Policy and applies only to information collected from you through the Therapoid website (this “Website”).
- 10.2. This Privacy Policy does not apply to information that you furnish to us offline or in any other manner except through this Website.
- 10.3. Please note that other websites affiliated with <http://Therapoid.net/>, Inc. may be governed by separate policies. If other Therapoid websites do not have a privacy policy, this Privacy Policy shall govern such other Therapoid owned and/or operated websites.
- 10.4. By using Therapoid, you are agreeing to accept the practices described in this Privacy Policy.
- 10.5. Therapoid occasionally may update this Privacy Policy. When we do, we will revise the “updated” date at the top of the Privacy Policy. If we make material changes to this Privacy Policy, we will notify you at our option either by placing a prominent notice on the home page of our Website or by sending you a notification directly. We encourage you to review this Privacy Policy periodically to stay fully informed about how we are protecting your personal information. Be advised that your continued use of this Website constitutes your agreement to this Privacy Policy and any updates.
- 10.6. As referenced throughout this Privacy Policy, the term “Personally Identifiable Information (Persona)” means any piece of information that potentially can be used to uniquely identify, contact, or locate a single person and that Therapoid collects from you. Personally Identifiable Information (Persona) includes, without limitation, the following: username, date of birth (required for ensuring child protection acts are adhered to), password, first name, last name, mailing address, e-mail address, phone number, Internet Protocol (IP) addresses, wallet address, awarded ScienceCoins tokens (“cryptocurrency”), awarded Digital Object Identifiers (DOI), Non-fungible Tokens (NFT) collectibles, audio, or video in which you are depicted or identifiable, etc.
- 10.7. Any Personally Identifiable Information (Persona) collected by Therapoid will be safeguarded to protect against unauthorized access. Procedures are in place to secure any personal information provided to Therapoid.
- 10.8. Therapoid stores your personal information in a computer database on dedicated servers that allow only limited access. Therapoid employs commercially reasonable efforts to protect this information from loss, misuse, and other unauthorized disclosure, alteration, or destruction.
- 10.9. Who is Collecting Your Information: Therapoid and its affiliates are the sole owners or custodians of the information collected; except as otherwise provided in this Privacy Policy, we will not sell, share, or loan this information to any third party. However, we may use and share aggregated information that does not personally identify you with third parties to improve the Site for our Website users. You can always be assured the information we collect is used to provide a more

personalized experience for our Website users. Such "site usage" and statistical information may be made public information at Therapoid's discretion.

- 10.9.1. Please note that we do not control all content served in conjunction with our Site. The Therapoid site may include content from other parties that may perform user activity tracking other than that described herein. Some of our partners or alliances may use "cookies" in ways that we do not.
- 10.9.2. None of the required information and/or optional information collected on any form on this Website is used for other purposes than those stated on such form or in this Privacy Policy; however, as discussed below in more detail, Therapoid may share information provided through the Website with third parties under contract with Therapoid to assist in providing certain services or other features offered to our Website users. If Therapoid utilizes a third party to provide such services, our contract with the third party will include obligations upon the third party to keep all information obtained during such contract confidential and secure.
- 10.9.3. What is Collected, and How Do We Use It: Although we may provide a mechanism for you to browse the public pages of our Website without registering or providing any Personally Identifiable Information (Persona) other than IP addresses, certain sections of our Site do include forms on which you may choose to supply personalized information that will enable you to make purchases online, access premium content or receive individualized services or features that we cannot offer anonymous users, and certain other pages of our Website can be accessed only by registered users.
- 10.9.4. You can always choose not to provide information; however, if you do choose not to provide such information, you may not be able to make purchases via the Site, access certain areas of the Website, obtain premium content, or take advantage of certain other Website features.
- 10.9.5. Except as necessary to facilitate or fulfill any aspect of any services, products, or features that you purchase, request, register for or subscribe to via the Website, or as otherwise set forth in this Privacy Policy, we will not intentionally sell, lease, share or exchange your Personally Identifiable Information (Persona) with any third party.
- 10.9.6. To access pages requiring registration, you will be required to create a User Account by completing the registration form and creating or supplying a User ID, alias, and password. If you create a User Account, Therapoid collects certain Personally Identifiable Information (Persona) when you register, including your username, alias, password, first name, last name, country of residence, wallet address, and e-mail address. Other information may be requested, but you can decline to provide it.
- 10.9.7. If you register for services, such as Therapoid's message board Forums, Digital Object Identifiers (DOI), free research tools exchange, grant funding, preprint server, Preprint/Knowledge Uploads, Technologies and Content, Intellectual Properties (IP), ScienceCoins tokens ("cryptocurrency"), wallet, Profile, and internal messaging service. There are other services and features that may become available in the future and this privacy policy shall apply to all of them.
- 10.9.8. Special Notification with respect to Children's Privacy (Users under the age of 13)
 - 10.9.8.1. In response to concerns about protecting children's privacy online, the United States of America's Congress enacted the Children's Online Privacy Protection Act of 1998 ("COPPA"), which sets forth rules and procedures governing the ways in which Web sites

may collect, use, and disclose any personal information for children under the age of 13. Therapoid does not target children under the age of 13 and does not offer or knowingly sell any of its products or services to children. Moreover, Therapoid DOES NOT:

10.9.8.1.1. Request or knowingly collect personally identifiable online or offline contact information from users under 13 years of age.

10.9.8.1.2. Knowingly use or share personal information from users under 13 years of age with third parties.

10.9.8.1.3. Give children the ability to publicly post or otherwise distribute personally identifiable contact information.

10.9.8.1.4. Entice children with the prospect of a special game, prize, or other activity to divulge more information than is needed to participate in the activity.

10.9.9. The following are categories of pages on the Website where we collect Personally Identifiable Information (Persona) about you.

10.9.10. *Alerts & Notices*

10.9.10.1. Our Website offers features that allow you to receive electronic alerts, such as Therapoid service announcements, commercial and special offers, epidemiology and clinically related information, notices about updates to our Website, other promotional announcements, new products and services, and other information. When you sign up for such electronic alerts or notices, we will collect certain Personally Identifiable Information (Persona), which may include without limitation your name, mobile number (if you opt in to receive text alerts), e-mail address, mailing address, date of birth (to ensure adherence to child protection laws), and other basic contact information. As noted, we may send you occasional updates about the site, various market update information from Therapoid, and select advertising via email. Before such newsletters, advertisements, and updates to the Site, you must opt-in to receive such communications. Failure to opt-in will result in not receiving any automated communications from us. It might also affect whether you receive notices of activities you might wish to be notified of within the Site.

10.9.10.2. Should you opt-in, any such email you will have an "opt-out" link you can use to remove yourself from the lists for all specific types of emails we may send. We send the emails ourselves and do NOT give or sell your email address to marketers or anyone else unless as required by jurisdictional laws and regulations.

10.9.11 *Personally Identifiable Information.*

10.9.11.1 Provided optionally ("Opt-in") by the User, such information is used to build a Persona. The Persona is a rapid identification system that enables Users to rapidly identify professional characteristics (publications, grants, educational level, languages spoken/written, geography, etc.). Therapoid reserves the right to modify the Persona while maintaining the Opt-in information provided at the discretion of the User.

10.9.12 *Newsletters and Other Subscriptions.*

10.9.12.1 Various pages on our Website include forms that permit you to subscribe to newsletters, journals, or other subscriptions. When you register to receive newsletters

or other subscriptions, we will collect certain Personally Identifiable Information (Persona), which may include without limitation your name, address, phone number, e-mail address, confirmation of age, and other basic contact information.

10.9.13 Online Purchases/Premium Content

10.9.13.1 Currently, there are no opportunities to purchase goods and/or services. However, at some time in the future this might be the case.

10.9.13.2 If it becomes possible to purchase goods and/or services, via our Website, we will collect Personally Identifiable Information (Persona), which may include without limitation, name, date of birth, address, phone number, e-mail address, and shipping and other contact information for the recipient of the item (if different than yours), your name and account number (if applicable) as well as payment information, such as credit card number, cryptocurrency wallet address, billing address, expiration date and other billing information.

10.9.14 Surveys and Other Voluntary Demographic Information

10.9.14.1 In addition to the above information, certain forms on various pages throughout our Site may ask users to voluntarily provide a limited amount of demographic information. In addition, Therapoid or its affiliates may conduct online surveys that ask you for demographic data, such as your zip code, age, or income level. At your Opt-in, Therapoid or Therapoid's agents may also contact you by e-mail, using your e-mail address collected when you filled out one of the forms on our Website, with the option to participate in consumer or academic research studies. Providing such demographic information and participating in such surveys or other research are always voluntary. Therapoid aggregates the responses we receive before using the information to improve the products and services we offer. We do not link your individual responses to your personal information at any time. Therapoid uses this information only for internal marketing research to help us better serve our users and customers.

10.9.15 Contests, Sweepstakes & Games

10.9.15.1 From time to time, Therapoid may offer sweepstakes, contests, or other games. If you participate in such promotions, Therapoid may ask for some personal information, such as names, phone numbers, e-mail addresses, wallet address, or other contact information, so that we can contact potential contest or sweepstakes winners. We will clearly post the rules and terms of each contest or sweepstakes. Please note that, from time to time, Therapoid may retain third party vendors to administer such sweepstakes, games, or contests and in such circumstances, those third parties will be required to collect your personal information to administer and fulfill the promotion, as well as to contact potential winners. Please review the Official Rules for such promotions carefully, as the personal information collected during these promotions may be subject to the privacy policies of these third-party vendors as well as this Privacy Policy and laws and regulations. In that event, the Official Rules will refer you to the privacy policy of the third-party vendors. Please review those privacy policies as well, because Therapoid does not have control over the treatment of personal information by such third-party vendors.

10.9.16 Marketing, Promotional or Other Transactional Communications

10.9.16.1 As noted above, if you have opted in to receive marketing, promotional or other informational communications from or on behalf of Therapoid, we may use your e-mail address from time to time to contact you to announce new features, products or services that may be available in our stores or on our Website or to send news and information regarding Therapoid or its products or services. You can opt out of receiving these promotional communications at any time by following the instructions in the e-mail.

10.9.16.2 We may also use your e-mail address to contact you to verify and/or update any information related to services, features, or transactions that you have requested via our Website. Although you may opt out of the promotional e-mails as noted above, you should be aware that, that if you use our products and services or otherwise maintain a business relationship with us, however, you may not opt out of receiving communications from us relating specifically to those products and services or that business relationship.

10.9.17 Private Message and other Contact Pages

10.9.17.1 You may also provide Personally Identifiable Information (Persona) to us when you voluntarily communicate with us, such as by requesting information via e-mail, utilizing the private message features on the Website, or otherwise contacting us electronically. We may retain such Personally Identifiable Information (Persona) for use and disclosure consistent with this Privacy Policy.

10.9.18 Change in Ownership or Business Transfers

10.9.18.1 As we continue to develop our business, we might sell or buy assets. In such transactions, customer information generally is one of the transferred business assets. Also, if Therapoid or substantially all its assets are acquired, customer information, including Personally Identifiable Information (Persona), will of course be one of the transferred assets to the extent permissible under law.

10.9.19 Other Information

10.9.19.1 We collect additional information about how you use and access our Website to analyze trends, administer our Website, track user's navigation on the Site and gather broad demographic information for aggregate use, which enables us to improve the Site by making it more accessible and easier to navigate. For example, we may automatically receive and record information in our server logs from your browser, including your IP address (the Internet address of your computer), your computer's name, the type and version of your web browser, referrer addresses and other generally accepted log information. IP addresses may be linked to other Personally Identifiable Information (Persona). We may also record page views (hit counts) and other general statistical and tracking information, which will be aggregated with that of other users to understand how our Website is being used.

10.9.20 Cookies

10.9.20.1 By use of this Website, you consent to our use of cookies. A "cookie" is a piece of data stored on your computer, or accessed by your computer, containing information about you and your user environment to improve your experience within Therapoid. Cookies do not contain any registration information that would personally identify you, as all such data is kept behind our firewall. Cookies do not allow us to track your usage of other Websites or the Internet in general. In addition, when registered users visit our Website and log-in using their passwords, our Website uses "persistent cookies" and/or "session cookies." Cookies are a form of technology that a server exchanges with your browser when you access our Website or a section of the Website, Cookies allow you to navigate our Website without being required to enter your password more than once during your visit to our Website unless such features as accessing your cryptocurrency wallet may require an additional layer of protection. When logging in to the Website, if it is available, checking the "Remember me" box will result in a persistent cookie; unchecking it will result in a session cookie being used instead. Most web browsers are set to accept cookies by default, though you can manually disable the cookies feature of your browser. You should review the online documentation relating to your browser or consult with the provider of your browser for instructions on how to disable cookies. Please note that if you disable cookies on your computer, some parts of the Website may not function properly or offer you the same degree of personalization. Some generalized information about cookie technology can be found at allaboutcookies.org.

10.9.21 Referrers

10.9.21.1 A "referrer" is the information passed along by a web browser that references the web URL you linked from and is automatically collected by our Web server. We may collect and use this information to understand the Websites referring traffic to our Website and to present appropriate content to our potential users. We may tabulate referrer information on an aggregate basis to identify trends and traffic patterns. Therapoid may share aggregated demographic information with our partners. This is not linked to any personal information that identifies any individual person. Therapoid may use your profile information to create personalized content, offers, and services, but this information will only be used by Therapoid and its affiliates.

10.9.22 Other Disclosures

10.9.22.1 Therapoid and its affiliates may disclose any or all of your Personally Identifiable Information (Persona) if we are required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on us (for example, under a subpoena, court order or other regulatory requirement or to maintain or protect the security of the Website); (b) protect and/or defend our rights or property or other legal interests or of any Website user; or (c) act in urgent circumstances to protect the safety of the public or other users of the Website. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

10.9.22.2 From time to time, we receive requests to disclose the identities of our users. As noted above, we do not disclose the identities of our users unless we are legally required to do so. However, you should be aware that the identifying information specific to your use of Therapoid, including your IP address, name, and email address will be delivered when requested by a legal subpoena, subject to the following:

10.9.22.3 If a governmental agency (for example, the Securities and Exchange Commission, law enforcement agencies, United States Attorneys' offices or similar governmental agencies) sends us a subpoena, we will comply with it. If we receive a subpoena by a third party that is not a governmental agency (for example, a subpoena in connection with civil litigation), we will attempt to contact the user whose identity has been requested using the contact information the user provided during the registration process including by email and/or a message sent to your Therapoid account so that you may seek to prevent our delivery of this information or quash the subpoena. We will wait 10 days after notifying the user before complying with the subpoena by disclosing the identity of the user unless the subpoena requires us to disclose this information before then. If we cannot wait 10 days because of the deadline in the subpoena, we will advise the user of the deadline included in the subpoena when we provide notice that we received it.

10.9.22.4 If you can send and receive private messages using our messaging system, our policy is that we will not deliver the contents of private messages to anyone, even when demanded via subpoena. As a user of Therapoid, however, you should understand that this is no guarantee that we will not someday be forced by a court to deliver this information. It has not happened yet, but please be advised that it is possible.

10.9.22.5 For more information on our policies for handling subpoenas, please visit our [Terms of Service](#).

10.10 *Use of Third Parties or Agents by Therapoid*

10.10.11 As noted earlier, Therapoid may employ third parties or other companies to perform functions on our behalf, such as processing and fulfilling online orders or requests, such as online purchases or other transactions via the Website, processing credit card payments, shipping or delivering packages, providing customer service, sending print and electronic mail, removing repetitive information from customer and e-mail lists, maintaining and analyzing information collected and/or stored via the Website, hosting sites from this Website, measuring the effectiveness of promotions and e-mails, performing analyses of users' activities on <http://therapoid.net/>, serving images, videos, audio, manuscripts, and other scientific and market information via our Website, and fulfilling other functions necessary to our business.

10.10.12 Therapoid also may use third party vendors or other companies to assist in providing certain services, products, and communications to you, such as delivering newsletters, alerts and other communications to those Website users who have opted in to receive them. If we utilize third party vendors or companies to provide any of the services described above or similar services, we may need to share your Personally Identifiable Information (Persona) with them to enable those companies to perform their obligations. However, we will provide these companies only with that information necessary to perform their functions on our behalf, and we will not authorize them to use your Personally Identifiable Information (Persona) for any other purpose. In such event, these companies are required to agree, in writing, that they will abide by the privacy statement and privacy standards implemented herein, including the relevant confidentiality and security provisions.

10.11 Third Party Advertising/Cookies

10.11.11 We may use third-party advertising companies to serve ads when you visit our Website. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other websites to provide advertisements about goods and services that may be of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, click [here](#). In addition, while serving advertisements to this site, our third-party advertisers may place or recognize a unique “cookie” on your browser.

11. Security

11.1.1. We take security and privacy very seriously. You should be aware that there is an inherent risk in transmitting any data electronically. This risk is inherent in all Internet dealings. Consequently, we cannot guarantee that any Personally Identifiable Information (Persona) transmitted will be prevented from being viewed or used by any person and therefore, you agree to hold us harmless from and against any injury, financial or otherwise, that results from such unauthorized viewing or use. Moreover, e-mails sent to us over the Internet are susceptible to detection, decryption, eavesdropping or tampering. Thus, you agree to hold us harmless from and against any harm, financial or otherwise, that results from such detection, decryption, eavesdropping or tampering of e-mails.

11.1.2. Most specifically, should you lose the keys to your Therapoid issued cryptocurrency wallet, you will not be able to recreate your wallet and you will no longer be able to gain access to the ScienceCoins, other cryptocurrencies, and NFTs that might be on the blockchain to which they reside. You agree you understand this and will hold Therapoid and its affiliates harmless should you fail to protect and safeguard your wallet. Therapoid is not a custodian for your wallet access keys and we have no way of retrieving your keys. We do not store or have access to your keys. If you lose control of your wallet, it is your fault.

11.1.3. In addition, you must take steps to maintain the security of your private information by keeping your password and other personal information confidential. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

12. Updating Your Information

12.1.1. Therapoid will always permit you to decline -- or “opt-out of” -- certain mailings and other materials we may offer. You may opt-out of further communications at any time by following the instructions in the e-mail that you receive. If you do not want to receive e-mail from us, your most immediate recourse is to update your preferences on [this page](#) by entering the e-mail address that is receiving the e-mail, checking/unchecking the appropriate selections and then clicking the Update button at the bottom of the page. Alternatively, you may file [Support Request](#), contact us via e-mail at Support@Therapoid.net, or write to us with your request, at the mailing address as follows: Therapoid, LLC, PO Box 30085, Cincinnati, OH 45230 USA.

13. Links

13.1.1. Our Site may contain links to other sites. Please be aware that Therapoid is not responsible for the privacy policies of other sites. We encourage our Website users to be aware when they leave our Website and to read the privacy statements of every Website that collects Personally

Identifiable Information (Persona). This Privacy Policy applies solely to the information collected by our Website.

14. European Union General Data Protection Regulation (GDPR) amendment to this Privacy Policy statement

- 14.1.1. We respect your privacy and desire to understand how your information is used and so to keep in pace with new data protection law known as the European Union's (EUs) General Data Protection Regulation (GDPR), taking effect from 25 May 2018. We will be updating our Privacy Policy, Terms of Use of our Website and Terms of Service.
- 14.1.2. It is the policy of Therapoid to protect and preserve the privacy of its users and customers, and the confidentiality of the information they provide, subject to conditions described below. To demonstrate our commitment to privacy we encourage all our current and prospective users to read this Privacy Statement Amendment carefully before using the Therapoid open science system.
- 14.1.3. This privacy statement discloses what information we gather, how we use it, and how to correct or change it. It is our intention to give you as much control as possible over your privacy regarding your Information. Be assured that we will not disclose personal Information to third parties without your consent. By using our site, you agree to the terms of the [Terms of Service \(TOS\)](#) and our [Privacy Policy](#). Therapoid reserves the right to expand and/or modify this Statement at any time.
- 14.1.4. Security. Therapoid is committed to providing the highest level of security and privacy. All transactions of user authentication are conducted using Secure Socket Layer (SSL) technology, supported by most browsers, which encrypts all information that is sent to us. Our security certificate has been verified using the best commercially available encryption on the Internet. We take every precaution to protect personal information from loss, misuse, unauthorized access, disclosure, alteration, or destruction by implementing policies and procedures to ensure that personal information is kept only for the purposes for which it has been gathered.
- 14.1.5. Information. We take measures to ensure that the information you provide is recorded accurately and completely. We always provide you with access to your personal information for correcting or modifying that information where appropriate.
- 14.1.6. Information Collected from/about Users is used exclusively for the purpose of providing better service. It is never released to third parties except when expressly permitted by the User. Any information you provide is completely confidential and will be protected from unauthorized use.
- 14.1.7. Cookies. Therapoid uses cookies to recognize our clients when they visit our site. That allows us to customize their experience on our web site. You may need to have cookies "turned on" or enabled in the browser you use to register. But if you choose to disable cookies you still will be able to navigate the site. Cookies do not store any personal information. All the information is entirely confidential and is never sold or seen outside of the company. Therapoid may display links or advertisement of / to other sites and companies that may also use cookies. In such cases, Therapoid cannot be held responsible for all information that these parties collect using cookies. You are hereby advised to familiarize yourself with privacy policies and information sharing standards of these sites as they may be different from Therapoid's policies and standards.
- 14.1.8. System information. Therapoid reserves the right to collect and store such information as IP address, browser type or operating system type. All the information is highly confidential and will be used exclusively for system administration purposes. This information helps diagnose problems, monitor traffic, and site usage.

14.1.9. Email. Therapoid uses email to notify our Users, members, or clients about changes in the status of their message board entries, changes in the database, on our web site, or when new services or features are added. As part of the service, Therapoid may send emails notifications whenever there are special features or new features. Our email list is confidential and is never sold or given to third parties.

14.1.10. Change or Modify Your Information. You can change or modify your profile at any time by using your customer ID (login) and password. This approach guaranties safety of your information. Please immediately report any unauthorized use of your customer ID (login) / password or computer equipment. Therapoid is not responsible for any damage, loss or change of information resulting from an unauthorized use of your customer ID (login) /password or computer equipment.

14.1.11. Disclaimer. Communication over the Internet as well as applications used to provide services over the Internet are subject to various security risks. In no event shall Therapoid be responsible for any damages or losses whatsoever, direct, or indirect, incidental, or consequential, special, or punitive, arising from or relating to the unauthorized use, change, deletion, or exposure of any information, confidential or not, resulting from unauthorized breaking into the system or any other breach of security, or system failure. Therapoid hereby disclaims all warranties about the hardware and software used to provide security and support this web site including all implied warranties, fitness for a particular purpose and incidental, special, direct, or consequential damages. Accordingly, Therapoid, its officers and employees, partners, affiliates, subsidiaries, successors and assigns, and its third-party agents shall not, directly, or indirectly, be liable, in any way, to you or any other person for any inaccuracies, misuse, errors, third party interceptions, viruses, or hacker attacks resulting in loss of data or services including, but not limited to errors or interruptions in the transmission or delivery of services. Therapoid contains links to other sites. These links are provided exclusively for information purposes and to assist in locating other Internet resources. Therefore, we are not responsible for the privacy practices or the content of such web sites.

14.1.12. Summary. By accessing this site and using its services, you unconditionally agree with the terms of this Privacy Statement and our Terms & Conditions. You agree to comply with the terms that govern the use of this site and its services and that also govern all information provided by you and other users of Therapoid. If you do not agree to all or any of the terms of this Privacy Statement, please do not use this site.

14.2. Questions about Our Privacy Policy

14.2.1. If you choose to visit our Website, your visit and any dispute over privacy is subject to this Privacy Policy and our Terms of Service, including limitations on damages and application of the law of the state of Ohio. Please let us know if you have any questions about our Privacy Policy. Simply send us an e-mail to Legal@Therapoid.net.

15. Digital Millennium Copyright Act (DMCA)

15.1. Notice and Takedown Procedure

15.1.1. It is our policy to expeditiously respond to clear notices of alleged copyright infringement, if those notices comply with the United States of America's Digital Millennium Copyright Act (DMCA). This page describes the information that must be present in these notices. It is designed to make submitting notices to Therapoid of alleged infringement as straightforward as possible

while reducing the number of notices we receive that are fraudulent or difficult to understand or verify. The form of notice specified below is consistent with the form suggested by the DMCA (the text of which can be found at the U.S. Copyright Office Web Site, <http://www.copyright.gov>), but we may respond to notices of the form of notice specified below from other legal jurisdictions as well.

15.1.2. It is expected that all users of any part of the Therapoid's site will comply with applicable copyright laws. However, if the Therapoid receives proper notification of claimed copyright infringement, our response to these notices will include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers, regardless of whether we may be liable for such infringement under United States law or the laws of another jurisdiction.

15.1.3. Before we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter-notification pursuant to Sections 512(g)(2) and (3) of the DMCA. We may also document notices of alleged infringement on which we act.

15.1.4. Designated Agent

15.1.4.1. Therapoid's Designated Agent to receive notification of alleged infringement under the DMCA is:

15.1.4.2. Chief Legal Officer

15.1.4.3. Email: legal@Therapoid.net

15.1.4.4. Physical Mail: Therapoid, PO Box 30085, Cincinnati, OH 45230

15.1.4.5. Upon receipt of proper notification of claimed infringement, Therapoid will follow the procedures outlined herein and in the DMCA.

15.2 Infringement Notification

15.2.1 If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Therapoid's Registered Agent (listed above) the following information in a written communication (preferably via email):

15.2.1.1 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.

15.2.1.2 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 Therapoid to locate the material.

15.2.1.3 Information reasonably sufficient to permit Therapoid to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.

15.2.1.4 The following statement: "I have 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".

15.2.1.5 The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the

owner of an exclusive right that is allegedly infringed".

15.2.1.6 A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

15.2.1.7 Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

15.3 Counter-Notification

15.3.1 A provider of content subject to a claim of infringement may make a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. To file a counter-notification with us, please provide Therapoid's Registered Agent (listed above) the following information in a written communication (preferably via email):

15.3.1.1 Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

15.3.1.2 Your name, address, and telephone number.

15.3.1.3 The following statement: "I consent to the jurisdiction of Federal District Court for the [insert the federal judicial district in which your address is located]".

15.3.1.4 The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent".

15.3.1.5 The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled".

15.3.1.6 Your signature, in physical or electronic form.

15.3.1.7 Upon receipt of such counter-notification, Therapoid will promptly provide the person who filed the original infringement notification with a copy of the counter-notification and inform that person that Therapoid will replace the removed material or cease disabling access to it in 10 business days. Therapoid will replace the removed material and cease disabling access, unless our Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our system or network.

15.4 Repeat Infringers

15.4.1 In accordance with Section 512(i)(1)(a) of the DMCA, Therapoid will, in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.

15.5 Accommodation of Standard Technical Measures

15.5.1 It is Therapoid's policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect copyrighted works that Therapoid determines are reasonable

16. Third Party Services. The Services may permit you to link to other websites, services or resources on the Internet, and websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such website or resource.

17. Termination

17.1. We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your posting privileges and/or your account and may be referred to appropriate law enforcement authorities. If you wish to terminate your Account, you may do so by following the instructions through the Services or contacting us at Info@Therapoid.net.

17.2. Upon termination or suspension of your account, regardless of the reasons therefore, your right to use the Site, and any Services available on the Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Technologies and Content Provided by Users, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and liability for any unpaid fees.

18. Warranty Disclaimer

18.1. We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

18.1.1. which Users gain access to the Services;

18.1.2. what Technologies and Content you access via the Services; or

18.1.3. how you may interpret or use the Content or any Technologies and Content.

18.2. You release us from all liability for you having acquired or not acquired Technologies and Content through the Services. We make no representations concerning any Technologies and Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material, Technologies and Content, or Content contained in or accessed through the Services.

18.3. By Providing Technologies and Content on or through the Therapoid Platform, it is possible for an outside website or third party to re-post that Content or those Technologies and Content. You agree to hold Therapoid harmless for any dispute concerning this use.

- 18.4. THE SERVICES, TECHNOLOGIES AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE FUNCTIONALITY OR USEFULNESS OF CONTENT AND TECHNOLOGIES AND CONTENT, THE IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.
19. Indemnification. Except to the extent prohibited by applicable statutory law, you shall defend, indemnify, and hold harmless us, our Affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, Technologies and Content , or otherwise from your User Technologies and Content Provided by you, violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.
20. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THERAPOID, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THERAPOID OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO: (I) THE USE OR THE INABILITY TO USE THE WEBSITE (OR ANY HYPERLINKS), ENTER OR PARTICIPATE IN ANY ONLINE CONTESTS, PARTICIPATE IN ANY BULLETIN BOARDS, CHAT ROOMS OR OTHER DISCUSSION AREAS, OR USE ANY OTHER CONTENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, WHETHER THE CONTENT, TECHNOLOGIES AND CONTENT , OR SERVICES ARE ERROR-FREE, ACCURATE AND/OR CURRENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS, CONDUCT, OPINIONS OR ADVICE OF ANY USER OR OTHER THIRD PARTY ON THE WEBSITE; OR (V) ANY OTHER MATTER RELATING TO EITHER THE WEBSITE SPECIFICALLY (INCLUDING ITS CONTENT, OR ANY TECHNOLOGIES AND CONTENT PROVIDED THEREBY OR THERE THROUGH, INFORMATION, SERVICES, AND ADMINISTRATION) OR THE INTERNET GENERALLY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

21. **Governing Law and Jurisdiction.** These Terms of Service shall be governed by and construed in accordance with the laws of the State of Ohio, USA, excluding its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of Ohio.
22. **Modification.** We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.
23. **Miscellaneous.**
- 23.1. **Entire Agreement and Severability.** These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 23.2. **Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- 23.3. **Assignment.** These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.
- 23.4. **Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.
- 23.5. **Notices.** Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.
- 23.5.1. All notices sent to Therapoid shall be sent to the attention of Customer Service either: via U.S. Mail to PO Box 30085, Cincinnati, OH, 45230 USA; or via fax to +1.206.666.4856; or via email at Legal@Therapoid.net.

23.5.2. All notices sent to you shall be sent either: via Private Message and/or to the email address supplied for your account; or via Broadcast through the Platform (for example, with respect to changes to the Platform or other matters of importance). You agree that notification to you via either of the methods outlined above shall constitute adequate notice pursuant to these Terms.

23.6. No Waiver. Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any instance does not mean that we will waive compliance in the future. For any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

23.7. Headings. The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

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