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THERAPOID EQUIPMENT & ASSET EXCHANGE

TERMS OF USE (TOU)

20 March 2023

These Terms of Use (TOU) (the “EAE Terms”) apply to your use of the webpages and online services of Therapoid, LLC (“we”, “us” “our” or “Therapoid”) relating to Therapoid Equipment and Asset Exchange site located at <https://therapoid.net/en/exchange/> (this site, with any related pages, subpages subdomains and successor sites, the “EAE Site”). Please read these EAE Terms carefully. Let us know if you have questions.

Please read these EAE Terms (collectively with the following policies and terms, which are incorporated herein by reference, Therapoid LLC’s Privacy Policy, [Terms of Service](#), [Digital Millennium Copyright Act \(DMCA\)](#) Policy and the [Therapoid User and Leader Handbook](#), the “EAE Terms of Use”) fully and carefully before using the EAE Site and any related services, features, content platform or applications offered by Therapoid (the EAE Site and such related services, features, content, platform or applications, the “EAE Services”). Let us know if you have any questions. The EAE Terms of Use set forth the legally binding terms and conditions for your use of the EAE Services, whether you are a Provider, a Recipient, a User (defined below), or merely a visitor who is browsing the EAE Site or EAE Services or Assets and Equipment (defined below). In the event of any conflict or inconsistency between these EAE Terms and any other policies and terms, with respect to the EAE Services or any other subject matter of these EAE Terms, these EAE Terms will control.

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

Please note that other websites, services, features, content, platform, or applications affiliated with or offered by Therapoid may be governed by separate policies and terms. When visiting any other Therapoid website or webpage, or utilizing any other such websites, services, features, content, platform, or applications of Therapoid (including without limitation, the Therapoid™ platform; the Therapoid platform is also referred to herein as the “Platform”) and other services, features, content, or applications offered by Therapoid LLC, please refer to any respective applicable terms of service, privacy policy, or other policy.

1. Definitions.

- 1.1. “Asset” means any equipment or asset, or consumable, listed on the Exchange.
- 1.2. “Equipment” means any equipment or asset, or consumable, that is listed on the Exchange.

- 1.3. "Exchange" means the space where Listings (defined below in section 2.3) are published on the EAE Site to be seen by any visitor.
- 1.4. "NFT collectible" means any non-fungible token that can be awarded to users who provide Assets and Equipment to the Exchange.
- 1.5. "Provider" means any User listing a scientific or laboratory asset on the Exchange.
- 1.6. "Recipient" means any User that agrees to receive a scientific or laboratory asset or consumable listed on the Exchange ("Asset").
- 1.7. "ScienceCoins" means a fungible token "cryptocurrency" awarded by Therapoid to those who provide Assets and Equipment.
- 1.8. "User" means any visitor to the EAE Site or the Therapoid open scientific collaboration website (including without limitation, with related pages, subpages, subdomains, and successor sites), who possesses an Account as defined in section 2 of the [Terms of Service](#).

2. Conduct & General Obligations.

- 2.1. By using the EAE Services, including but not limited to visiting or browsing the EAE Services:
 - 2.1.1. you must be over the age of 18;
 - 2.1.2. you agree to be solely responsible for the use of your Account and hence to be liable for any consequence resulting from the use of your account by a third party;
 - 2.1.3. you represent that the information provided when you open an Account, place a Listing on the Exchange, or communicate with other Users is accurate, not misleading, up-to-date, and unambiguous; you represent that all information posted on the EAE Site is full and accurate reflection of your User profile and any item(s) listed. Therapoid reserves the right to correct typographical errors and/or request an edit or clarification of your User profile, any Listing, or any other provided information.
- 2.2. Solicitation. You may not use the EAE Services, the Exchange, or any information found on the EAE Site to sell any product or service or solicit other Users.
- 2.3. Restrictions on Listings of available Assets and Equipment on the Exchange (these listings, collectively, with listings pertaining to Assets and Equipment sought, the "Listings"): All Listings of Assets and Equipment, unless clearly marked in the title and description, must be available free of charge if approved. All Listings must include any and all terms and conditions listed in the description at the time of initial offer or request confirmation. Any Listings that contain terms or conditions that Therapoid feels are unreasonable or not in the spirit of the Therapoid community may be removed. No items related to hateful or violent speech or items that encourage hateful or violent actions may be listed. No illegal products or services (e.g., prostitution, drugs) may be listed.

- 2.4. Therapoid reserves and retains the right to remove any User Content (as defined in section 5 of the [Terms of Service](#)) on simple request or on third party request, without having to provide any justification.
- 2.5. Security: It is your responsibility to secure your Account from unauthorized access. Therapoid and Users of the EAE Services may act upon information and instructions provided to Therapoid from the e-mail address associated with your Account, and any other Accounts linked to the same e-mail address.
- 2.6. You assume all knowledge of applicable law and are responsible for your own compliance with any such laws. You may not use the EAE Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. Access or use of the EAE Site from territories where the contents are illegal is prohibited.
- 2.7. We may terminate your access to all or any part of the EAE Services at any time, as specified in and subject to section 12 of the [Terms of Service](#).
- 2.8. Assets and Equipment gained from the Exchange may not be sold, resold, auctioned, traded, or otherwise kept from being returned to the Exchange for others to use.
- 2.9. Re-listed Assets and Equipment should be in the operating level as was received.

3. Purpose and Goals of the Asset Exchange; Our Role.

- 3.1. The Exchange is intended to enable Users to find and share freely available lab equipment and consumables for scientific and research purposes.
- 3.2. We are not involved in any transaction between Asset Providers and Recipients. Rather, the Exchange facilitates Listings of Assets and Equipment for transfer from Providers to potential Recipients. Any disputes that would arise following any transaction between Users shall be dealt with between the parties involved and will under no circumstances imply the participation or responsibility of Therapoid. Therapoid' role is limited to providing hosting services and facilitating Listings, and therefore Therapoid is not responsible or liable for any content added, created, uploaded, submitted, distributed, or posted by Users or third parties on the EAE Site (including without limitation, any Listings). Therapoid has no control over such content and therefore provides no guarantees regarding the quality, safety, accuracy, morality, or legality thereof.
- 3.3. Therapoid has no control over (i) the accuracy of the information provided by Users, be it about the personal or professional data linked to their account, the content of their Listing(s), or when or how they interact with other Users; (ii) the lawfulness of Listed goods; or (iii) the capacity of Providers and Recipients to execute their obligations related to Asset transfer.

- 3.4. Therapoid disclaims all responsibility and liability relating to or arising out of any complaint, any dispute between Users, or any present or future, presumed or not, ascertained or not, personal injury and material damage directly or indirectly resulting from the use of the EAE Services or any Asset. By using the EAE Services, you agree that Therapoid is not responsible or liable for any or the following, or the use thereof: any Asset, Listing, or any other content, for example, text, information, data, communications, usernames, graphics, images, photographs, profiles, audio, video, items, links and any other material posted by you, other Users, or outside parties on the EAE Site. Therefore, ultimately, you identify, receive, possess, and use any Assets and Equipment received through the Exchange and the EAE Services entirely at your own risk.

4. Asset and Equipment Sharing.

4.1. Publishing and Management of Listings

- 4.1.1. Any visitor to the EAE Site can see the Listing placed on the Exchange, but only Users can contact Providers, and become Recipients or Providers themselves. Once your Listing is created using the functionality of the Exchange and EAE Site, the Listing will be automatically published on the Exchange. When published on the Exchange, your listing will be visible to any visitor.
- 4.1.2. Once your Listing is published on the Exchange, its information can be updated, unpublished or deleted at any time.
- 4.1.3. Once your Listing is published on the Exchange, you may receive ScienceCoins and/or NFT collectible.
- 4.1.4. We may, without notice, delete a Listing published on the Exchange in the following cases: (i) the text of the Listing violates one or more of the EAE Terms of Use; (ii) any picture(s) in the Listing violate(s) one or more of the EAE Terms of Use or do(es) not properly represent the Asset; (iii) the Asset that is the subject of the Listing cannot reasonably be considered useful for scientific research activities or the communication of the results from such activities; (iv) the Listing contains one or several errors notably in relation to its location; (v) the Listing violates any law, such as, for example, because it is linked to an asset that cannot be transferred (such as biological samples from protected species).
- 4.1.5. Content Posted By Parties Other Than Therapoid. Opinions, advice, statements, offers, or other information or content (including without limitation, Listings) made available through the EAE Services, but not directly by Therapoid, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Therapoid does not guarantee the accuracy, completeness, or usefulness of any information on the EAE Site and neither adopts nor endorses nor is responsible for the accuracy or reliability of any statement made by parties other than Therapoid. Under no circumstances will Therapoid be responsible for any loss or damage resulting from anyone's reliance on

information or other content (including without limitation, Listings) posted on the EAE Site by others or transmitted to Users.

4.1.6. It is possible that other Users or visitors (including unauthorized users, or “hackers”) may post or transmit fake or offensive materials on the EAE Site and that you may be involuntarily exposed to such fake or offensive materials. While Therapoid takes precautions to avoid unauthorized users from accessing our site, we offer no guarantee that this will not occur.

4.2. Provider Responsibility

4.2.1. The Provider assumes sole responsibility regarding the content of its Listing(s).

4.2.2. The Provider must only place Listings linked to available, legal, and fully operational Assets and Equipment on the Exchange. That is: (i) listed Assets and Equipment should be in working order, properly calibrated and not in use by either the Provider or a third party at the time of transfer to a Recipient; (ii) any chemicals should be active and not degraded; (iii) listed biological material should have been legally obtained (i.e. in agreement with all required national and international capture laws and/or ethical guidelines); (iv) the Provider has all rights and permissions necessary to make available and transfer Assets and Equipment listed by the Provider via the Exchange; (v) after having accepted a transfer request, the Provider will proceed to transfer the Asset(s) as arranged with the Recipient. Therapoid will not be held liable for damages resulting from the fact that a Provider fails to abide by any of these EAE Terms or any other EAE Terms of Use.

4.2.3. Ability to fulfill: as a Provider, you must be able to fulfill or prove the ability to fulfill the full terms of your Listing(s) for quantities offered or listed as available through the Exchange.

4.2.4. Therapoid provides no insurance for Assets and Equipment or transfers to Recipients and disclaims all liability and risk of loss for transfers to Recipients.

4.2.5. Therapoid has no liability or responsibility for payment or non-payment of any taxes or duties related to transfers of Assets and Equipment to Recipients.

4.2.6. In case a Provider encounters a problem with another Recipient, we invite the Provider to contact us by email at legal@Therapoid.net.

4.3. Recipient Responsibility

4.3.1. Once a Provider has accepted a transfer request, the Recipient must arrange for transfer from the Provider according to terms and conditions specified in the Listing or otherwise agreed by the Recipient and Provider. That is, unless otherwise agreed between the Provider and the Recipient, the Recipient will be responsible to make arrangements and pay costs for shipping, power conversion and any other expenses related to pick up and transfer of the Asset to a location of the Recipient’s choice. Grant funding for shipping, maintenance and

power conversion of Assets and Equipment may be available for such purposes, and applied for, through [Therapoid's Grant feature](#).

4.3.2. Use of Assets and Equipment: With respect to Assets and Equipment received through the Exchange, terms and conditions or special instructions, if any, required by a Provider in relation to the Asset(s) must be complied with if the Asset(s) is/are accepted. Assets and Equipment received through the Exchange CANNOT be given to other persons or organizations or sold in person, on web sites, in retail stores, or any other manner. Assets and Equipment cannot be conveyed or transferred to other persons or organizations in any manner except through the Exchange.

4.3.3. You shall have no right, title or interest in any Asset that you receive through the Exchange, except that you will have the temporary and limited right of possession and use of the Asset per the terms of this agreement. You agree to post an Asset's availability back to the Exchange once you are no longer using it, and to maintain possession of it from the time you receive it until you transfer it to another Recipient through the Exchange. Consumables received through the Exchange are not subject to this section 4.3.3.

4.3.4. The Recipient is responsible to use received Assets and Equipment with care and in an appropriate manner. When finished using an Asset other than a consumable, the Recipient shall make the Asset available through the Exchange in the same condition as received, except normal and reasonable wear and tear. Consumables received through the Exchange are not subject to this section 4.3.4

4.3.5. A Recipient may use Assets and Equipment only for their intended purposes and lawful activities.

4.3.6. In case a Recipient encounters a problem with a Provider, we invite the Recipient to contact us by email at legal@Therapoid.net.

4.4. Therapoid' LIMITATION OF LIABILITY.

4.4.1. Therapoid cannot guarantee and is not liable for the complete accuracy, completeness, integrity, or suitability of the Information on the EAE Site. This applies to any Information that has been made available on the EAE Site by Therapoid as well as to the Information from Users or other parties. "Information" shall mean everything that can be found on the EAE Site, including but not limited to text, images, sound, and data.

4.4.2. Therapoid is not responsible or liable for any decision or action that would be taken by a visitor based on Information provided or available on the EAE Site, nor is Therapoid responsible for any errors or mistakes of a visitor based on the Information.

4.4.3. Therapoid is not responsible or liable for direct or indirect damages or any damages that could be caused by inaccuracy, incompleteness, inadequacy, or neglect in providing, composing, drawing, writing, and interpreting the Information on the EAE Site.

4.4.4. You acknowledge and accept that Therapoid does not guarantee continuous, uninterrupted, or secure access to the EAE Site and operation of the EAE Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control. Therapoid therefore accepts no responsibility whatsoever for unavailability of the EAE Site, or any difficulty or inability to download or access content (including without limitation, Listings) or any other communication system failure which may result in the EAE Site being unavailable. Therapoid has no responsibility for any support or maintenance for the EAE Site. Therapoid is not responsible or liable for any permanent or temporary damage or defaults of the computer equipment or data of a visitor during or after the use of the EAE Site. Therapoid cannot be held liable for the possible transmission of viruses, Trojan horses and such via the EAE Site.

4.4.5. The EAE 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 EAE 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.

4.4.6. All Users will indemnify, defend, and hold Therapoid harmless from any claim regarding a potential or alleged infringement or violation of a third party's intellectual property due to making content (including without limitation, Listings) available on or in connection with the EAE Site.

4.4.7. Regardless of the provisions in this article 4 and should Therapoid be held liable for any kind of damage by a competent authority, Therapoid' liability will be limited to the amount paid, if any, by you to Therapoid for EAE Services during the term of your use of EAE Services.

4.4.8. Therapoid reserves the right to modify or discontinue the EAE Services with or without notice to you. In no event shall Therapoid be liable to you or any third party for any damages arising out of the use or inability to use any content, Listings, Information, or materials on the EAE Site.

4.4.9. Therapoid specifically disclaims, and will not be held liable for, any liability, loss, expense or claim for injury or damages arising out of or resulting from the use of any Asset by a Recipient, including but not limited to illegal or inappropriate uses.

4.5. Disclaimer of Warranty

4.5.1. The EAE Services and all content, Listings, Information, and other materials on the EAE Site are provided “as is” and “as available.” Therapoid makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for any purpose, or non-infringement of intellectual property or other violation of rights.

4.5.2. Therapoid makes no express or implied warranty or statement of any kind as to the condition, fitness, fitness for any purpose, non-infringement of intellectual property or other violation of rights, soundness, safety, usefulness, compliance with any national, state, local or other law, rule or regulation, or any other statement about any Asset, or the use of any Asset.

5. **Indemnification.** You agree to indemnify, defend, and hold Therapoid, its parents, subsidiaries, affiliates, officers, and employees harmless from any claim or demand, including reasonable attorneys’ fees and costs, made by any third party due to or arising out of your receipt, possession, use of any Asset or the EAE Services (including without limitation, infringement by you or any other user of the EAE Services using your computer, of any intellectual property or any other right of any person or entity), or any violation of this agreement.

5.1. You agree to hold Therapoid, its employees, managers, officers, consultants, community members, and/or other parties associated with Therapoid for injuries or other negative events that arise from the use of Assets and Equipment gained through the Therapoid Exchange.

6. **Intellectual Property.**

6.1. All content (including without limitation, Listings) included or available on the EAE Site, including but not limited to site design, text, graphics, interfaces, icons, buttons, pictures, illustrations, names, logos, brands, graphics, data, text content, interfaces, HTML code, and the selection and arrangement thereof, is the property of Therapoid and/or its Users, and may be protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as required to use the EAE Services as permitted under the EAE Terms of Use, you agree not to, in all or in part, copy, send, distribute, diffuse, sell, publish emit, circulate, arrange, or modify any content described in the preceding sentence. Any commercial use of the EAE Site content is strictly forbidden. Therapoid will not be held liable for any failure of this condition.

6.2. Without Therapoid’ advance written permission, Therapoid trademarks may not be used in connection with any product or service that is not provided by Therapoid.

6.3. All other trademarks displayed on the EAE Site are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of those companies. In addition, such use of trademarks or links to the web sites of companies is not intended to imply, directly or indirectly, that those companies endorse or have any affiliation with Therapoid.

6.4. A goal of the EAE Site is to facilitate the conduct of research and scientific activities, as well as communications regarding these activities and results thereof. As such, you may link to any information on the EAE Site and its internal pages that does not require a login, on the condition that such links will not portray Therapoid or its services in a false, misleading, derogatory, or otherwise defamatory manner. However, you may not use frames or any other method to embed any EAE Site data or content in your website.

6.5. By making use of the EAE Site you grant Therapoid a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use any content (including without limitation, Listings) that you make available on or in connection with the Site such as, without limitation, images, quotes, drawings, or any combinations thereof. Therapoid will have the right to use any such content provided by you in whichever manner and form it desires, including yet not limited to, for commercial purposes.

7. Advertising and Other Potential Sources of Revenues. Therapoid may, at any time and without notice, use or include advertising tools including but not limited to pay-per-click mechanism and display advertising, in the EAE Site. These advertising tools might be linked to keywords entered in EAE Site search functionality, or to content stored via the EAE Site.

8. Privacy.

8.1. The information we obtain through your use of this EAE Site and the Platform, including without limitation your Registration Data (as defined in section 2 of the [Terms of Service](#)), is subject to our Privacy Policy, which is specifically incorporated by reference into these EAE Terms.

8.2. As part of your use of the EAE Services and any transaction through the EAE Site, you may obtain personal information, including email address and other identifying information, from another Therapoid User. Without obtaining prior permission from the other User, this personal information shall only be used for communication related to Therapoid or the transaction 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.

9. Entire Agreement; Miscellaneous. These EAE Terms, including without limitation the Privacy Policy and any: (i) notices, policies, terms and items incorporated into any of them; (ii) additional terms and conditions contained on any Therapoid associated site and pertaining to the particular activities or content contemplated or addressed hereunder; and (iii) our disclosures and your consents provided on or in connection with the EAE Site or any Therapoid associated site, or any content, service or other activity; constitute the entire agreement between you and Therapoid regarding the subject matter of the foregoing (collectively, "Entire Agreement"). If any of the EAE Terms is determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these EAE Terms are intended to be effective, then to the extent and within the jurisdiction which the respective EAE Terms are illegal, invalid or unenforceable, they shall be severed and deleted from this agreement

and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. The foregoing does not impair the enforceability of additional agreements you enter into, such as, for example and without limitation, an agreement concerning an Asset.