

## **Terms of Use**

### **Effective date: June 1<sup>st</sup> 2022**

Thank you for visiting this Site (as defined below), which is owned and operated by Alpheus Medical, Inc. (Alpheus). These Terms of Use govern your use of this Site.

If you or someone you know is experiencing a medical emergency, you should seek appropriate emergency medical assistance by calling "911".

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### **Your Acceptance of These Terms of Use**

These Terms of Use apply to all users of this Site. By using this Site you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use this Site.

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## Your Obligations

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If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

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## Governing Law, Jurisdiction and Venue

These Terms of Use will be governed under the laws of the State of Minnesota without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use will be venued exclusively in state or federal courts in the state of Minnesota. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that breach of these Terms of Use is taking place or originating. Before seeking legal recourse for any harm, you believe you have suffered arising from or related to your use of this Site, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. Except where prohibited by applicable law, you must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

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## Indemnity

You agree to indemnify and hold harmless the Released Parties from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another. We reserve the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

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These Terms of Use (together with our Privacy Policy and any Privacy Notices or click-through agreements applicable to you) contain the entire understanding and agreement between you and Alpheus with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Alpheus with respect to this Site and your use of this Site.

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The term "Feedback" refers to all of the text, photographs, images, illustrations, graphics, sounds, video and audio-video clips, and other content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site.

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## Questions

If you have any questions about this Site or these Terms of Use, please contact us using the following email: [info@braincancertrial.com](mailto:info@braincancertrial.com)