

## MENDAERA INC. WEBSITE TERMS OF USE

**Last Updated:** May 17<sup>th</sup>, 2024

Welcome, and thank you for your interest in Mendaera (“**Mendaera**,” “**we**,” or “**us**”) and our websites at [www.mendaera.com](http://www.mendaera.com) and [www.avail.io](http://www.avail.io) (the “**Sites**”). These Terms of Use are a legally binding contract between you and Mendaera regarding your use of the Sites. Please read the following terms carefully before using the Sites. ***By using the Sites, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including the Mendaera Website Privacy Policy (available at <https://www.mendaera.com/privacy/>) (together, the “Terms”). If you are not eligible, or you do not agree to the Terms, then you do not have our permission to use the Sites.***

### **Eligibility**

You must be at least 18 years of age to use the Sites. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; and (b) your use of the Sites is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

### **Changes to the Terms**

We may periodically make changes to these Terms. When we do, we will update the “Last Updated” date above. It is your responsibility to review the most recent version of these Terms and to remain informed of any changes. You agree that your continued use of the Sites after the effective date of any changes will constitute your acceptance of the changed Terms for your continued use. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

### **Changes to the Sites**

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Sites without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Sites. From time to time, we may restrict access to some parts of the Sites, or the entire Sites, to users, including registered users.

### **Product and Service Information; No Reliance on Information**

The information presented on or through the Sites is made available solely for general information purposes. The Sites may contain information about proprietary software, hardware, and support services made available by Mendaera (the “**Mendaera Services**”). Mendaera does not guarantee or warrant that information regarding the Mendaera Services, including features, specifications, pricing, availability, or support is complete, accurate, or error-free. Mendaera does not recommend, endorse, or make any representation about the efficacy, appropriateness, or suitability of any specific procedures, products, treatments, opinions, health care providers or other information that may be contained on or available through the Sites. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents. Mendaera reserves the right to modify information about the Mendaera Services at any time and without notice.

### **Registration; Account Security**

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To access parts of the Sites or some of the resources it offers, you may be asked to provide certain registration details or other information. You agree that all information you provide to register with this Sites or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy (available at <https://www.mendaera.com/privacy/>).

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Sites or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

## **Limited License**

Subject to these Terms, Mendaera grants you a limited, revocable license to access and use the Sites solely for non-commercial purposes to learn more about our products and services and to review and apply for job openings. No other use of the Sites is authorized. Except as expressly set forth herein, no right, title, or interest in or to the Sites or any Site Content (as defined below) is transferred to you, and all rights not expressly granted are reserved by Mendaera.

## **Restrictions**

You must comply with all applicable laws when using the Sites. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any information or material available on the Sites (“**Site Content**”) or compile or collect any Site Content as part of a database or other work; (b) use any automated tool (e.g., robots, spiders, or similar tools) to use the Sites or store, copy, modify, distribute, or resell any Site Content; (c) rent, lease, or sublicense your access to the Sites; (d) use the Sites or Site Content for any purpose except for your own personal use; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Sites; (f) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Sites; (g) use the Sites in a manner that threatens the integrity, performance, or availability of the Sites; (h) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Sites or Site Content; or (i) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Sites or Site Content, or which, as determined by us, may harm Mendaera or users of the Sites or expose them to liability.

## **Ownership**

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## **Privacy Policy**

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Please read the Mendaera Privacy Policy <https://www.mendaera.com/privacy/> carefully for information relating to our collection, use, storage, disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

## **Links and Third-Party Content**

The Sites contains links to third party products, services, and websites, including links that may allow you to register for certain industry meetings and conferences. We exercise no control over the third party products, events, services, and websites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials made available through the third party products, services, events, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss caused to, or suffered by, you by your use of or reliance on any goods or services available through the third party products, services, events, and websites. If you decide to access any of the third party websites linked to these Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Additionally, if you follow a link or otherwise navigate away from the Sites, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party websites to which you navigate to from the Sites.

## **Communications**

Mendaera may require you to provide contact information in order to access certain features of the Sites, including to request a demonstration of Mendaera's products or services or to join our mailing list. You may be asked to provide your first and last name, email, phone number, city, country, employer, and job description. If you choose to provide Mendaera with this information, you agree that Mendaera may contact you in connection with its marketing and promotional activities by calling, emailing, text messaging, or contacting you through other means using the contact information you provided. You also agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. You may opt out of receiving marketing communications by following the specific instructions included in such communications.

## **Feedback**

Mendaera may provide you with a mechanism to provide feedback, suggestions, and ideas about the Sites or us ("**Feedback**"). You agree that we may, in our sole discretion, use the Feedback you provide in any way, including in future modifications to the Sites, our products, or services. You hereby grant us an unrestricted, perpetual, worldwide, fully transferable, irrevocable, royalty-free right to exploit the Feedback in any manner for any purpose.

## **Disclaimer of Warranties**

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## **Indemnity**

You will indemnify and hold Mendaera, and affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability arising out of your use of the Sites or Site Content, your violation of these Terms, or your violation of any rights of a third party through use of the Sites or Site Content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

## **General Terms**

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Mendaera regarding your use of the Sites. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

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## Legal Notices

These Terms are governed by the laws of the State of California without regard to conflict of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Sites will lie in the state and federal courts located in San Mateo County, California, and you irrevocably agree to submit to the jurisdiction of such courts. The failure of Mendaera to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Mendaera in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

## Contacting Mendaera

If you have any questions or concerns about the Site or these Terms, you may contact us by email at [info@mendaera.com](mailto:info@mendaera.com) or write to us at:

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