



GATE NEUROSCIENCES TERMS OF USE

Last updated: 12/21/21

These Terms of Use (“Terms”) are a legal contract between you and Gate Neurosciences, and our subsidiaries and affiliates (“us” or “our” or “we” or “Gate”). These Terms govern your use of our website at <https://gateneuro.com> and all related subdomains and redirects of that site (collectively, the “Website”) and all of the text, data, information, software, graphics, videos, photographs, and other materials (all of which are referred to as “Materials”) that we may make available to you through the Website.

READ THESE TERMS CAREFULLY BEFORE BROWSING THE WEBSITE AND THE INCLUDED LINKED INFORMATION SUCH AS OUR PRIVACY POLICY WHICH IS INCORPORATED AND MADE A PART OF THESE TERMS OF USE.

BY USING OR BROWSING THE WEBSITE YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THESE TERMS AND THE PRIVACY POLICY. YOU CANNOT USE THE WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. IF YOU ARE USING THE WEBSITE ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS.

AGE RESTRICTION.

The Website may be accessed and used only by individuals who are at least 18 years of age or the age of majority in their state or territory of residence (if higher than 18), and who are not barred from using the Website under applicable laws. You represent that you are at least eighteen (18) years old, are of legal age to form a binding contract, and are not a person barred from receiving any service provided by the Website under the laws of the United States or other applicable jurisdiction. The Website is directed to those individuals and entities located in the United States. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If you are a person or entity in such a jurisdiction, you are not authorized to access or use any of the information on this Website. Those who choose to access this Website from non-U.S. locations do so at their own risk.

CHANGES.

Gate may, at any time, for any reason update, revise, or modify these Terms of Use or make changes to the materials contained on its Website. You will be notified of any such changes by our publishing the changes on our Website.



We recommend that you periodically review these Terms of Use for changes. Your continued use of this Website after changes are posted constitutes your continued agreement to the then-current Terms of Use. Gate may also terminate or suspend your access to or use of the Website as a whole or in part at any time, with or without cause or notice to you.

GENERAL USE.

Your use of the Website is for informational purposes only ("Permitted Purposes"). You do not need to register with us to visit and view the Website. Your right to use the Materials is conditioned on your compliance with these Terms. You have no other rights in the Website or the Materials and you may not modify, edit, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any portion of the Website or the Materials in any manner. If you make copies of any portion of the Website or the Materials while engaging in Permitted Purpose, you must keep on the copies all of our copyright and other proprietary notices as they appear on the Website and the Materials.

In the event of breach of any of these Terms the licenses granted in these Terms will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies of the Materials).

ELECTRONIC COMMUNICATIONS.

By visiting the Website or by sending e-mails to us, you are knowingly and voluntarily consenting to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you would like to opt-out of receiving electronic communications from us you may do so by contacting us at contact@gateneuro.com or if applicable, by using the unsubscribe function at the bottom of our communications.

PRIVACY POLICY.

We respect the confidentiality of personal information that you provide to us. Please review our PRIVACY POLICY ("Privacy Policy") which explains how we collect and use such personal information.

LINKS TO THIRD-PARTY SITES.

We may provide links on the Website to third-party websites ("Third-Party Sites"). If you use these links, you will leave the Website and be connected to a Third-Party Site. Gate is not obligated to review any Third-Party Sites, we do not control



any of the Third-Party Sites, and we are not responsible for any of the Third-Party Sites (or the products, services, or content available through any of them). Thus, we do not endorse or make any representations about such Third-Party Sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the Third-Party Sites to which we have provided links from our Website, you do so entirely at your own risk.

UNAUTHORIZED ACTIVITIES.

We authorize your use of the Website only for Permitted Purposes. Any other use of the Website beyond the Permitted Purposes is prohibited and constitutes unauthorized use of the Website.

You are not authorized to use the Website or any part of the Website in any of the following ways:

- To restrict or inhibit any other user from using and enjoying the Website or Materials;
- To post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, vulgar, sexually-orientated, profane, threatening, abusive, hateful, offensive, false, misleading, derogatory, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations;
- To post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Gate) or engage in spamming or flooding;
- To post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
- To upload, post, publish, reproduce, transmit or distribute in any way any component of the Website or Materials itself or derivative works with respect thereto;
- To resell or otherwise exploit for commercial purposes, directly or indirectly, any portion of the Website or Materials, or access to them;
- To use email addresses obtained from the Website or Materials for solicitation purposes of any kind, directly or indirectly;
- To use data mining, robots or other similar data gathering and extraction tools;

- To access (or attempt to access) the Website or Materials or any content therein through any automated means (including use of scripts or web crawlers);
- To make any derivative works based, in whole or in part, on any portion or all of the Website or Materials;
- To use i-frames, webpage frames, or any similar framing, to enclose, capture or distribute any part of the Website or Materials;
- To mirror or cache or store any pages or portions of the Service;
- To co-brand any portion of the Website or Materials;
- To otherwise imply any relationship with or endorsement of your brands or services;
- To use a false email address, impersonate any person or entity, forge e-mail headers or otherwise disguise the origin of any communication or mislead as to the source of the information you provide to the Website or Materials;
- To portray Gate or any company affiliated with it in a negative manner or otherwise portray its Website or Materials in a false, misleading, derogatory or offensive manner;
- To use the Website or Materials in any manner that could damage, disable, overburden, or impair our servers or interfere with any other party's use and enjoyment of the Website or Materials;
- To attempt to gain unauthorized access to any part of the Website or Materials or information to which you have not been granted access through password mining or any other process;
- To post or transmit any photograph or likeness of another person without that person's consent, if and to the extent necessary under applicable laws;
- To post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Website or Materials for commercial purposes (other than as expressly permitted by the Website or Materials and by the provider of such information, software or other material); or
- To upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Website or Materials which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightsholder, or which otherwise violates or infringes the rights of others, including without limitation, patent, trademark, trade secret, copyright, publicity, or other proprietary rights.

You agree to indemnify, defend and hold Gate, its affiliates and subsidiaries, and its and their respective officers, directors, agents and employees, harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees), to the extent attributable to your impermissible use of the Website, including any Materials on the Website, or



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LOCAL LAWS; EXPORT CONTROL.

We control and operate this Website from our headquarters in the United States of America and the entirety of this Website may not be appropriate or available for use in other locations or outside of the jurisdiction of the United States of America. If you use this Website outside the United States of America, you are solely responsible for following applicable local laws.

FEEDBACK.

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively "Feedback"), suggesting or recommending changes to the Website or the Materials, including new features or functionality relating to the Website or the Materials, all such Feedback is and will be treated as non-confidential and non-proprietary. You assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using the Feedback. Where the above assignment is prohibited by law, you grant us an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. You understand and agree that we are not obligated to use, display, reproduce, or distribute any ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel our use, display, reproduction, or distribution.

DIGITAL MILLENIUM COPYRIGHT ACT

If you are a copyright owner or an agent thereof and believe that any content in our Website or Materials infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 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;
- 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you 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; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Gate's designated method to receive notifications of claimed infringement is by emailing the Copyright Agent at contact@gateneuro.com. You acknowledge that if you fail to comply with all of the requirements of this Section your DMCA notice may not be valid.

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court of the State of Indiana, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Gate may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days.



Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 or more business days after receipt of the counter-notice, at Gate' sole discretion.

LANGUAGE.

The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

GENERAL.

Any violation of these Terms, as determined by Gate, may require immediate termination of your access to the Website without prior notice. The Indiana state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes relating to these Terms or this Website will be heard in the courts located in the State of Indiana. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms are the entire agreement between you and us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between you and Gate about this Website. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US.

If you have any questions about these Terms of Use or otherwise need to contact us for any reason, you can reach us at:

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Indianapolis, Indiana