

# PROFLUENT WEBSITE TERMS OF USE

*Last Updated: Jan 1, 2025*

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE. BY USING THE WEBSITE (OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS, IF THIS OPTION IS MADE AVAILABLE TO YOU), YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND FURTHER AGREE TO ACCEPT AND AGREE TO COMPLY WITH THESE TERMS. IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT USE THE WEBSITE.**

## **I. BACKGROUND**

These Terms of Use (collectively, the “**Terms**”) are entered into by and between you (“**You**” or “**Your**”) and Profluent Bio Inc. (“**Profluent**,” “**we**,” “**us**” or “**our**”). These Terms govern Your access to and use of <https://www.profluent.bio> (including any subdomains) and any content, functionality, and service offered on or through the Website, (collectively, the “**Website**”). The “**Website**” also includes any outputs generated through the use of our Protein2PAM server (“**Outputs**”).

We may amend these Terms from time to time. We encourage You to periodically review these Terms to stay informed about our practices. We will indicate above the date on which these Terms were last modified. Your continued use of the Website constitutes Your agreement to these Terms and any updates.

Your use of the Website is also subject to our privacy policy (“**Privacy Policy**”) <https://protein2pam.profluent.bio/privacy>.

## **II. ACCESS AND GRANT OF RIGHTS**

Your access and use of the Website are subject to these Terms. We have no obligation to provide the Website and can withdraw or suspend the Website (or any part of or feature on the Website) at any time (without notice) in our discretion and will not be liable for any reason if the Website is not available. We have the right to terminate, suspend or limit Your access to the Website (including use of any Output) at any time (without notice), including but not limited to for any violation of these Terms.

You are solely responsible for making any arrangements necessary to access the Website. You may be asked to provide certain information to access or use the Website, and You represent and warrant to us that all such information is true and correct.

Unless otherwise agreed in writing through a separate agreement between You and Profluent, You may only use the Website for Your personal use and You may use any Output for commercial use, in each case, subject further to the conditions and restrictions set forth in Section III below. You acknowledge and agree that services on the Website may generate the same or similar Output for multiple users.

## **III. USE CONDITIONS AND RESTRICTIONS**

- A. Attribution Requirement.** You will provide reasonable written attribution to Profluent if You (i) use or incorporate any Output in any publication, or (ii) use or incorporate any Output in connection with any commercial use, product or service.

**B. Notice of Commercial Use Requirement.** You will provide prompt written notice to Profluent if you use or incorporate any Output for any commercial use, and such notice will describe the nature of such use and the applicable product or service.

**C. Restrictions on Use.** Unless otherwise agreed in writing through a separate agreement between You and Profluent, You will not use or allow others to use the Website (including any Output):

1. for any commercial use (except with respect to Outputs);
2. to scrape, harvest, or otherwise collect data or other information from the Website;
3. to train machine learning or other “artificial intelligence” models or related technology;
4. to reverse engineer, disassemble, modify or otherwise access the Website or any underlying source code;
5. to perform any dangerous, malicious or unethical activities; or
6. for any unlawful purpose.

**D. Other Restricted Uses.** You further agree not to:

1. Use the Website in any way to disable, overburden, damage, or disrupt the Website.
2. Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose.
3. Use any manual process to monitor or copy any of the content on the Website, or for any other purpose not expressly permitted under these Terms.
4. Use any device, software, or process that disrupts the functionality of the Website.
5. Introduce any viruses, Trojan horses, malicious code, or other harmful material to the Website.
6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt the Website (or any part of the Website) or the server on which the Website is stored.
7. Engage in any denial-of-service attack on the Website.
8. Otherwise attempt to disrupt or interfere with the functionality of the Website.

#### **IV. INTELLECTUAL PROPERTY**

You acknowledge and agree that the Website is proprietary to Profluent and protected under copyright and other intellectual property laws. We solely own all intellectual property rights to the foregoing, and You acknowledge and agree that no right, title, or interest in or to any of the foregoing is transferred to You.

#### **V. DISCLAIMERS**

The Website (including, for clarity, any Output) is made available solely for general information purposes, and we do not provide any representation or warranty as to the accuracy, completeness, or usefulness of such information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by You, any visitor to or user of the Website, or by anyone who may be informed of any of its contents.

THE WEBSITE (AND ALL INFORMATION AND MATERIAL PROVIDED ON OR THROUGH THE WEBSITE (INCLUDING, FOR CLARITY, ANY OUTPUT) IS PROVIDED “AS IS” WITH ALL

FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR ARISING BY LAW, CUSTOM, PERFORMANCE, USAGE OR DEALING, OR OTHERWISE. PROFLUENT MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE (INCLUDING, FOR CLARITY, ANY OUTPUT). PROFLUENT HEREBY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE PRECEDING PARAGRAPHS, ANY PREDICTIONS INCLUDED IN THE OUTPUTS ARE FOR INFORMATIONAL PURPOSES AND THEORETICAL MODELLING ONLY AND ARE NOT INTENDED, VALIDATED, OR APPROVED FOR ANY CLINICAL USE.

## **VI. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL PROFLUENT, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THE WEBSITE OR ANY INFORMATION OR MATERIAL PROVIDED ON OR THROUGH THE WEBSITE (INCLUDING, FOR CLARITY, ANY OUTPUT), INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL AND LOSS OF DATA), IN EACH CASE, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

## **VII. INDEMNIFICATION BY USER**

You agree to indemnify, defend, and hold harmless Profluent, its affiliates, and its and their respective officers, directors, employees, contractors and agents from any liability, damage, loss, penalty, and cost of any kind (including reasonable attorney's fees and expenses) arising out of or related to Your use of the Website (including, for clarity, any Output) or Your violation of these Terms.

## **VIII. DISPUTES AND GOVERNING LAW**

These Terms are governed by the laws of the State of California without giving effect to any conflict of law provision.

If You have a claim, cause of action, or dispute, You must contact us first, so that we can try to resolve the matter. You agree to give us 60 days to try to resolve the dispute before requesting arbitration. In case of any disputes between us that cannot be resolved through informal discussions, You agree that, subject to the provisions of this section, any and all claims (including tort claims), causes of action, and/or disputes under, arising out of, or relating to these Terms (each, a "**Claim**") will be settled by final and binding arbitration in accordance with the relevant rules of the American Arbitration Association ("**AAA**") (as modified by, and subject to, these Terms) such rules, as so modified, "**AAA Rules**"; provided, however, that Claims arising out of or relating to Your violations of Profluent's intellectual property rights, including copyright infringement, patent infringement, trademark infringement, or efforts to interfere with the Website in unauthorized ways will not be subject to such obligation for settlement by final and binding arbitration, and such claims will instead be brought in the state and federal courts of Alameda County, California. The arbitrator's decision and award will be non-appealable and may be entered in, and will be enforceable in, any court of competent jurisdiction. The arbitration will take place in Alameda County,

California. To commence an arbitration, You must submit a written Demand for Arbitration to the AAA, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Profluent. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.

Each party will bear its own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for Your portion of the arbitration administrative costs (but not Your attorneys' fees).

The arbitrator may not award relief or damages in excess of or contrary to what these Terms provide, order consolidation or arbitration on a class-wide or representative basis. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this Section VIII is determined by a court to be inapplicable or invalid, then the remainder will still be given full force and effect. This arbitration clause will continue to be valid even if these Terms are no longer valid for any reason.

You must contact us within one year of the date of the event or facts giving rise to a Claim, or You will have waived the right to pursue a Claim based on such event or facts. The Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions of this Agreement.

If 25 or more individuals submit notices or attempt to initiate arbitrations with Profluent raising similar claims, and counsel for the individuals bringing the claims are the same or coordinated for these individuals ("Mass Claims"), You agree that if the claims are not resolved and proceed to arbitration, they will proceed in staged bellwether proceedings. You understand and agree that if You choose to initiate Your claim as part of Mass Claims, the adjudication of Your claim might be delayed. Counsel for the individuals and counsel for Profluent will each select ten cases (per side) to be filed in and proceed in arbitration in a bellwether proceeding to be resolved individually. Each case will be assigned to a separate arbitrator. In the meantime, no other cases may be filed in arbitration, and the AAA will not accept or administer arbitrations commenced in violation of these procedures. If the parties are unable to resolve the remaining cases after the conclusion of the first stage bellwether proceeding, each side may select another ten cases (per side) to be filed in and proceed in arbitration in a second bellwether proceeding to be resolved individually. Each case will be assigned to a separate arbitrator. This process will continue until the parties are able to resolve all of the Mass Claims, either through settlement or arbitration. If these mass arbitration procedures apply to a claimant's notice, any statute of limitations applicable to the claims set forth in that notice will be tolled from the time the first cases are selected for a bellwether proceeding until the claimant's notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce these mass arbitration procedures and, if necessary, to enjoin the filing or prosecution of arbitrations.

YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY AND YOUR RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION; AND (II) YOU MAY BRING A CLAIM(S) (AS DEFINED IN ABOVE) AGAINST PROFLUENT ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FOR PURPOSE OF CLARIFICATION, YOU CANNOT MAKE "CLASS ACTION" CLAIMS. The arbitrator cannot group Your Claim(s) with any other claims, causes of action, or disputes.

## IX. MISCELLANEOUS

- A. **Severability.** If any provision of these Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and such holding will not impair the validity, legality, or enforceability of the remaining provisions.

**B. No Waiver.** No delay or omission by us in exercising any right under these Terms will be a waiver of that or any other right.

**C. Entire Agreement.** The Terms and Privacy Policy constitute the entire agreement between You and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**D. Notice.** The Website is operated by:

Profluent Bio Inc.  
1480 64th St.  
Emeryville, CA 94608

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [legal@profluent.bio](mailto:legal@profluent.bio).