



## Terms of Use

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### **(1) Introduction**

Quince Therapeutics, Inc. ("Quince Therapeutics", "we", "us" or "our") created and maintains the website currently located at: [www.quincetx.com](http://www.quincetx.com) (the "Website", and together with any successor URL's, application and other online services that Quince Therapeutics may offer from time to time, (the "Services"). All use of the Services is subject to the terms and conditions contained in this Terms of Use Policy and Quince Therapeutics' Privacy Policy, which is incorporated into this Terms of Use document by reference, collectively referred to "Terms."

Please read the Terms carefully before using the Services. By accessing, browsing or otherwise using the Services you acknowledge that you are read and understand and agree to be bound by these Terms, including this Term of Use Policy and the Quince Therapeutics Privacy Policy. If you do not agree to the Terms you may not access, browse or other use the Services including the Quince Therapeutics email address provided as part of the Quince Therapeutics website.

**PLEASE NOTE THAT THESE TERMS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS. THESE TERMS ARE PROVIDED BELOW.**

### **(2) Modification of Terms.**

Quince Therapeutics reserves the right to update or modify the Terms at any time. If Quince Therapeutics makes material changes to the Terms we will notify you by posting a notice on our website indicating the Terms have been changed. **BY CONTINUING TO USE THE SERVICES YOU ARE CONSENTING TO THE REVISED TERMS.** If you do not agree with any of the modifications made by Quince Therapeutics you must immediately cease using the Services including our email address provided on the Quince Therapeutics website.

### **(3) Privacy Policy**

Quince Therapeutics' Privacy Policy explains our practices regarding the collection, use and disclosure of your personal information, if any, in connection with the Services. By using the Services, you agree that Quince Therapeutics can use such data in accordance with Quince Therapeutics' Privacy Policy.

### **(4) Accessing this Website**

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services Quince Therapeutics provides on our website, as provided in Section 2 above. We will not be liable if for any reason our website is unavailable at any time or for any period. From time to time, Quince Therapeutics may restrict access to some part of our website or the entire website to our users without prior notice.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access to our website through your internet connection are aware of the Terms or Use and comply with them.

**PROHIBITED USE:**

You may only use our site for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- To transmit, procure the sending or, any unsolicited or authorized advertising material or any other form or similar solicitation, including but not limited to spam;
- To make unauthorized attempts to access any Quince Therapeutics systems or third party networks
- To submit content that is abusive, defamatory, obscene, harassing, libelous, infringing, threatening, repetitive, otherwise violates any relevant law or right of another party, racially, ethnically or otherwise objectionable or inappropriate or contains any viruses or other software that may adversely affect any of Quince Therapeutics' operations or operating systems from your own or another's computer
- You will not intentionally interfere with or damage the operations of Quince Therapeutics and Quince Therapeutics Services or Quince Therapeutics' user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, Trojan horses, time bombs, spiders, cancelbots, worms, or other malicious code that is likely or intended to damage, interfere with disrupt, impair, disable or otherwise overburden the Services.

**(5) Limited Grant of Services License**

Subject to your compliance with the terms and conditions of this Terms of Use policy, Quince Therapeutics hereby grants you a personal, limited, nonexclusive, non-transferable, terminable license to use the Services for your own personal, noncommercial use. Quince Therapeutics reserves all rights not expressly granted in these Terms and Use. Quince Therapeutics further reserves the right to exercise whatever lawful means it deems necessary in its sole discretion to prevent the unauthorized use or access to the Services.

**(6) Limitations on Your Permitted Use of the Services**

By submitting any communication or material to Quince Therapeutics or otherwise using the Services, you agree that:

- If you are a healthcare professional, you agree that you will not submit any information that would directly identify a patient or any information for which you do not have all necessary consents or authorizations to disclose;
- To only use the Services to receive information regarding Quince Therapeutics or to provide information to Quince Therapeutics when applicable to your use of Services, including any information you submit to the Quince Therapeutics email address provided on the website;

- You will not delete notices or indications on regarding copyrights or other proprietary rights on the Services or third party consents;
- You will not use Services if you are under the age of eighteen (18) years old;
- You hereby grant Quince Therapeutics a perpetual, irrevocable, worldwide non-exclusive, royalty-free, fully paid, sublicenseable and freely transferable license to use, reproduce, modify, publish, perform, transmit, distribute prepare derivative works of and display such content via any media now or hereafter known in accordance with Quince Therapeutics' Privacy Policy, and waive any moral rights or other rights and objections you have in such content. Subject to Quince Therapeutics' Privacy Policy, Quince Therapeutics shall be free to use such content, including any ideas, concepts, know-how or techniques contained in such content, for any reason and in any manner in Quince Therapeutics' sole discretion.

### **(7) Third-Party Information and Websites**

Information about companies other than Quince Therapeutics in news, press releases or otherwise posted on the Quince Therapeutics website should not be relied upon as being endorsed or provided by Quince Therapeutics. Links are only provided as a convenience to you and not an endorsement for third-parties. Quince Therapeutics expressly disclaims any liability for third-party information and your use of it.

### **(8) Termination**

Quince Therapeutics may terminate your use of the Services at any time for any reason including without limitation your noncompliance with the Terms of Use. Upon any termination, you must destroy all content obtained from Services and all copies thereof. You acknowledge that Quince Therapeutics retains the right to take legal, technical or other lawful remedial action to block your access to Services if you are terminated or break any of the Terms. Further you acknowledge that Quince Therapeutics reserves the right in its sole discretion to exercise any legal remedies necessary against you. All Terms which by their nature should survive termination shall survive the termination of your access to Services including without limitation ownership, warranty disclaimers, indemnity and limitations on liability.

### **(9) Intellectual Property Rights and Ownership Rights**

The intellectual property rights in Quince Therapeutics' website, and in the material published on it including without limitation, documents, files, text, images, logos, designs, trademarks, trade dress, video, graphics, code contained in it, are the sole property of Quince Therapeutics and may not be used in any manner including but not limited to domain names, key advertisement, or email addresses or in connection with any product or services in any manner that is likely to cause confusion. The content of Quince Therapeutics' site is protected by copyright and other intellectual property laws and to the extent necessary we shall take any necessary action to protect its rights in such content. You may not distribute, download, modify, reuse, repost or other use the content of this site without prior express permission of Quince Therapeutics.

### **(10) DISCLAIMERS**

**WE MAKE NO WARRANTIES, REPRESENTATION OR GIVE ANY UNDERTAKINGS EITHER EXPRESS OR IMPLIED ABOUT ANY OF THE CONTENT OF THIS WEBSITE (INCLUDING WITHOUT LIMITATION, THE TIMELINESS, CURRENCY, ACCURACY, COMPLETENESS OR**

**FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT OF SUCH CONTENT OR THAT THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ERROR FREE OR RELIABLE). ALL CONTENT CONTAINED WITHIN THE SERVICES IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND.**

You agree that the use of information obtained or download from or through the Quince Therapeutics website is at your sole discretion and risk. Some jurisdictions do not allow that exclusion of implied warranties in which case the above will not apply in such jurisdictions. Any medical information on the Quince Therapeutics website is not intended as a substitute for informed medical advice and we cannot answer any unsolicited emails related to person healthcare issues.

**(11) Limitation of Liability**

IN NO EVENT SHALL QUINCE THERAPEUTICS OR ANY OF ITS LICENSORS OR CONTENT PROVIDERS HAVE LIABILITY IN CONNECTION WITH THE SERVICES OR ANY INFORMATION PRESENTED IN THE SERVICES FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS OR PROFITS, REVENUE, USE OF DATA, IN EACH CASE ARISING UNDER ANY THEORY OF LAW, INCLUDING UNDER WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVENT IF QUINCE THERAPEUTICS IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

As applicable under the law, some jurisdictions do not allow exclusions or limitations of incidental or consequential damages, so such limitations shall not apply to you in those jurisdictions. IN ANY CASE QUINCE THERAPEUTICS' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU IN CONNECTION WITH THE USE OF THE SERVICES IS LIMITED TO ONE HUNDRED DOLLARS.

**(12) Use of website and Services outside of the United States**

Quince Therapeutics owns and operates the Services provided in the state of California, in the United States. Quince Therapeutics makes no representations that the content on our site may be downloaded, viewed or appropriate in any jurisdiction outside of the United States. By accessing the content of the Quince Therapeutics site you are doing so at your own risk. You are solely responsible for your compliance with the laws of national and local laws in your jurisdiction and country.

**(13) Notices**

By using the Services, you consent to receive notices from Quince Therapeutics either by email or through the website. Further you acknowledge that Quince Therapeutics either emailing or posting notices on the Quince Therapeutics website satisfy any legal notice requirements.

All notices to Quince Therapeutics should be sent certified mail and shall be deemed delivered upon receipt:

Quince Therapeutics, Inc.  
Attention: Legal Department  
601 Gateway Blvd., Suite 1250  
South San Francisco, CA 94080

#### **(14) Entire Agreement**

The Terms, including the Privacy Policy, represents the entire agreement between you and Quince Therapeutics. The Terms supersedes any prior or contemporaneous negotiations, discussion or agreements, whether written or oral between you and Quince Therapeutics related to the subject matter of the Terms, including the Privacy Policy.

#### **(15) Governing Law and Arbitration; No Class Action Suits**

These Terms, and any claim, cause of action or dispute (“claim”) arising out of or related to these Terms shall be governed by the law of the state of California regardless of your country of origin or where you access the Services. **By using the Services, you agree that any dispute or claim relating in any way to the Terms or Services will be resolved by binding arbitration and you are waiving your right to trial by judge or jury, except that Quince Therapeutics may in its sole discretion seek injunctive relief as set forth herein.**

If you are an individual and you wish to opt out of arbitration, you must do so by sending a notice to:

Quince Therapeutics, Inc.  
Attention: Legal Department  
601 Gateway Blvd., Suite 1250  
South San Francisco, CA 94080

The notice must be sent within thirty (30) days of your first use of the Services.

If you wish to arbitration a dispute you must send a written notice to Quince Therapeutics, at the address provided in the Terms by first class certified mail, of your intention to arbitrate a dispute. The notice must state the following: (i) describe the nature and basis of your claim or dispute, (ii) set forth the relief you are seeking (iii) provide your full legal name, address and contact information and (iv) state your demand for arbitration.

If Quince Therapeutics intends to seek arbitration against you, then you will receive a notice of our intent to arbitrate at the contact information we have for you.

You agree the arbitration will be conducted in English by a single arbitrator whose decision will be binding and final. The arbitration will be conducted and governed by the American Arbitration Association (“AAA”) under its AAA Commercial Rules and conducted in San Francisco, California. The AAA rules are accessible on their website at [www.adr.org](http://www.adr.org). The prevailing party shall be responsible for payment of the AAA filing fees of the other party plus any monetary award as determined by the arbitrator. **YOU AND QUINCE THERAPEUTICS AGREE THAT ANY DISPUTE RESOLUTION OR PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR CONSOLIDATED REPRESENTATION SUIT.**

The Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Quince Therapeutics agree to submit to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California for resolution of any lawsuit or court proceeding permitted under the Terms.

If for any reasonable a court of competent jurisdiction finds this arbitration provision invalid, you and Quince Therapeutics agree that all claims arising out of or related to these Terms will be resolved and governed by a state or federal court located in San Francisco County, California. Notwithstanding the above, you agree that Quince Therapeutics shall be allowed to apply for and obtain equitable remedies including injunctive relief in any jurisdiction it deems necessary.

#### **(16) Miscellaneous**

If you breach any term of the Terms or other agreement with Quince Therapeutics, Quince Therapeutics may pursue any legal or equitable remedy available, including without limitation direct, consequential and punitive damages, and injunctive relief. Quince Therapeutics' remedies are cumulative and nonexclusive. Failure of Quince Therapeutics to exercise any remedy or enforce any portion of the Terms at any time shall not operate as a waiver or any remedy or of the right to enforce any portion of the Terms of Use or Privacy Policy at any time thereafter.

If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall remain in full force and effect. The Terms are not assignable, transferable or sublicensable by you to without the express written consent of Quince Therapeutics. Quince Therapeutics may transfer, assign or delegate the Terms and its rights and obligations under the Terms without prior consent.

If you have questions regarding the Terms of Use or Privacy Policy please email: [legal@quincetx.com](mailto:legal@quincetx.com)

These Terms were last updated on December 28, 2018.