



Terms & Conditions

Welcome, and thank you for your interest in Filana Therapeutics, Inc. (“**Filana**,” “**FTI**,” “**we**,” or “**us**”) and our website at <https://www.Filanatx.com>, including subdomains of that website (collectively, the “**Site**”). These Terms of Use are a legally binding contract between you and Filana Therapeutics regarding your use of the Site.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY ACCESSING OR USING THE SITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY (DEFINED BELOW) (TOGETHER, THIS “**AGREEMENT**”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the SITE. YOUR USE OF THE SITE, AND Filana Therapeutics’ PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY Filana Therapeutics AND BY YOU TO BE BOUND BY THESE TERMS.

1 Overview. This Site is operated by Filana Therapeutics and has been created to provide information about our company, our research and development activities, and information required by applicable laws and regulations to our Site visitors (“**you**,” “**your**”).

2 Medical Advice Disclaimer. No information on the Site is provided with the intention to give medical advice, diagnosis, treatment or opinions or instructions on the accurate use of Filana Therapeutics product candidates, if approved, or the treatment of any medical condition. YOUR USE OF THE SITE DOES NOT ESTABLISH A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND Filana Therapeutics. ALL INFORMATION PROVIDED ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT SERVE AS A SUBSTITUTE FOR THE ADVICE OF A MEDICAL PROFESSIONAL. Filana Therapeutics cannot answer unsolicited e-mails requesting personal medical advice. Site visitors should always consult a healthcare professional.

2 Forward-Looking Statements. This Site contains information that is forward-looking and involves risks and uncertainties, including, without limitation, risks and uncertainties of research and development, clinical development, regulatory approvals and the regulatory process, our reliance on third-party manufacturers, product commercialization, competition, patents, product liability, and third-party reimbursement, and other risks and uncertainties. Actual results may differ materially from such forward-looking information.

3 Eligibility. You must be at least 18 years old to use the Site. By agreeing to this Agreement, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Site; and (c) your use of the Site is in compliance with any and all applicable laws and regulations.

4 Modification of this Agreement. You understand and agree that we may change this Agreement at any time without prior notice. Please check this Agreement periodically for changes. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link on the Site: <https://www.FilanaTx.com/static-files/d9de16d4-5bf1-4501-b0fc-a163035101b2>. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Site. Except as expressly permitted in this Section 4, this Agreement may be amended only by a written agreement signed by authorized representative of the parties to this Agreement. Disputes arising under this Agreement will be resolved in accordance with the Agreement that was in effect at the time the dispute arose.

5 Reserved.

6 Modification of the Site. Filana Therapeutics reserves the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. Filana Therapeutics will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.

7. Licenses

7.1 Limited License. Subject to your complete and ongoing compliance with this Agreement, Filana Therapeutics grants you, solely for your personal, use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.

7.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute or publicly display the Site; (b) make modifications to the Site; or (c) interfere with or circumvent any

feature of the Site, including any security or access control mechanism. If you are prohibited under applicable law from using the Site, you may not use it.

7.3 Information You Submit. Do not submit any information or other materials that you consider confidential or proprietary through the Site. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site (“**Feedback**”), then you do so on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and you hereby grant Filana Therapeutics an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free transferable, sublicensable right to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and services.**8 Ownership; Proprietary Rights.** The Site is owned and operated by Filana Therapeutics. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Site (“**Materials**”) provided by Filana Therapeutics may be protected by intellectual property and other laws. All Materials included in the Site may be the property of Filana Therapeutics or its third- party licensors. Except as expressly authorized by Filana Therapeutics, you may not make use of the Materials. Filana Therapeutics reserves all rights to the Materials not granted expressly in these Terms.

9 External Sites. The Site contains links to third-party websites (“**External Sites**”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. You should contact the site administrator or webmaster of External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

10 Prohibited Conduct. BY USING THE SITE YOU AGREE NOT TO:

- use the Site for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- interfere with security-related features of the Site, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse

engineering or otherwise attempting to discover the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law;

- interfere with the operation of the Site or any user's enjoyment of the Site, including by uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code or interfering with or disrupting any network, equipment, or server connected to or used to provide the Site;
- perform any fraudulent activity including impersonating any person or entity, or claiming a false affiliation;
- sell or otherwise transfer the access granted under this Agreement or any Materials or any right or ability to view, access, or use any Materials; or
- attempt to do any of the acts described in this Section 10 or assist or permit any person in engaging in any of the acts described in this Section 10.

11 Term and Termination. This Agreement is effective beginning when you accept this Agreement or first access, or use the Site, and ending when terminated as described in this Section 11. If you violate any provision of this Agreement, your authorization to access the Site and this Agreement automatically terminate. In addition, Filana Therapeutics may, at its sole discretion, terminate this Agreement, or suspend or terminate your access to the Site, at any time for any reason or no reason, with or without notice. Upon termination of this Agreement: (a) your license rights will terminate and you must immediately cease all use of the Site; (b) you will no longer be authorized to access the Site; and (c) Sections 2, 4, 7.3, 8, 11, 12, 13, 14 and 15 will survive.

12 Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify Filana Therapeutics and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "**Filana Therapeutics Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Site; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. 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.

13 Disclaimers; No Warranties

13.1 THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. FILANA THERAPEUTICS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. FILANA THERAPEUTICS DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND FILANA THERAPEUTICS DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

13.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR FILANA THERAPEUTICS ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE FILANA THERAPEUTICS ENTITIES OR THE SITE THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITE OR YOUR USE OF THE SITE. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR ANY LOSS OF DATA. **13.3** THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Filana Therapeutics does not disclaim any warranty or other right that Filana Therapeutics is prohibited from disclaiming under applicable law.

14 Limitation of Liability

14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE FILANA THERAPEUTICS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY MATERIALS OR CONTENT ON THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY FILANA THERAPEUTICS ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

14.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE FILANA THERAPEUTICS ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SITE OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

14.3 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Miscellaneous

15.1 General Terms. This Agreement and any Additional Terms (defined below), are the entire and exclusive understanding and agreement between you and Filana Therapeutics regarding your use of the Site. You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement 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 this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this Agreement is for convenience only and will not have any impact on the interpretation of any provision. Throughout this Agreement the use of the word “including” means “including but not limited to”. If any part of this Agreement 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.

15.2 Governing Law. This Agreement is governed by the laws of the State of Delaware without regard to conflict of law principles that would result in the application of the laws of another jurisdiction. You and Filana Therapeutics submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Austin, Texas for resolution of any lawsuit or court proceeding permitted under this Agreement.

15.3 Additional Terms. Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site or that you agree to in connection with certain technology or

services made available to you by or on behalf of Filana Therapeutics (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, this Agreement.

15.4 Consent to Electronic Communications. By using the Site, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

15.5 Contact Information. The Site is offered by Filana Therapeutics Inc., located at 7801 N. Capital of Texas Highway, Suite 260, Austin, TX 78731. You may contact us by sending correspondence to that address or by emailing us at IR@ Filana Therapeutics.com.

15.6 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.

15.7 No Support. We are under no obligation to provide support for the Site. In instances where we may offer support, the support will be subject to published policies.

15.8 International Use. The Site is intended for visitors located within the United States. We make no representation that the Site is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.