

User Terms of Service and Acceptable Use Policy

Effective: 5 May 2022

1. User Terms of Service

These user terms of service (the '**User Terms**') govern your access (as an '**Authorised User**') and use of our online document portal (the '**Services**'). These User Terms are a legally binding contract between you and us. If you access or use the Services after being notified of a change to the User Terms or the Acceptable Use Policy, you hereby confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy. 'We', 'our' and 'us' currently refer to the RUA Life Sciences plc group of companies ('RUA').

2. Data

When an Authorised User submits content or information to the Services, such as messages or files ('**Data**'), you acknowledge and agree that the Data is owned and controlled by RUA. For example, RUA may provision or deprovision access to the Services, enable or disable third-party integrations, manage permissions, retention and export settings, transfer or assign access, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Data.

3. Relationship

YOU AGREE THAT IT IS SOLELY RUA'S RESPONSIBILITY TO (A) INFORM AUTHORISED USERS OF ANY RELEVANT RUA POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF RUA DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENT FROM AUTHORISED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF RUA DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF RUA DATA UNDER THE CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH ANY AUTHORISED USER RELATING TO OR BASED ON RUA DATA, THE SERVICES OR THE RUA'S FAILURE TO FULFIL THESE OBLIGATIONS. RUA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN 'AS IS' AND 'AS AVAILABLE' BASIS.

4. Rules

To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of sixteen. You represent that you are over the legal age and are the intended recipient of RUA's invitation to the Services. You may not access or use the Services for any purpose if

either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

These User Terms remain effective until your access to the Services has been terminated by the RUA. Please contact RUA if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the Acceptable Use Policy.

5. Limitation of liability

If we believe that there is a violation of the Contract, User Terms, the acceptable use policy or any of our other policies we reserve the right to take what we determine to be appropriate action (including disabling your account) to limit harm to us, the Services, Authorised Users or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Application of consumer law

The RUA portal is a workplace tool intended for use by businesses and organisations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply.

7. General provisions

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to Authorised Users through the Services. Notices to RUA should be sent to innovations@ruamedical.com. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Notices under the Contract will be delivered solely to RUA in accordance with the terms of that agreement.

No waiver of rights under the User Terms or Acceptable Use Policy is permitted.

Please review our Terms and Conditions on our website for more information on how we collect and use data relating to the use and performance of our services.

8. Modifications

We may change these User Terms or Acceptable Use Policy. If we make a material change to the User Terms or Acceptable Use Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date that we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

9. Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable Use Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of our assets.

10. Governing Law

The User Terms, including the Acceptable Use Policy, and any disputes arising out of or related hereto, will be governed exclusively by Scots Law. The courts will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms, including the Acceptable Use Policy, or its formation, interpretation or enforcement.

11. Acceptable Use Policy

This acceptable use policy sets out a list of acceptable and unacceptable conduct for our Services. If we believe that a violation of the policy is deliberate, repeated or presents a credible risk of harm to other users, RUA, the Services or any third parties, we may suspend or terminate your access..

Do:

- comply with all User Terms of Service, including the terms of this Acceptable Use Policy;
- upload and disseminate only RUA Data to which RUA owns all required rights under law (such as proprietary and confidential information learnt or under non-disclosure agreements) and do so only in a manner consistent with applicable law;
- use commercially reasonable efforts to prevent unauthorised access to or use of the Services;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services;
- promptly notify us if you become aware of or reasonably suspect any illegal or unauthorised activity or a security breach involving your accounts or teams, including any loss, theft or unauthorised disclosure or use of a username, password or account; and

- comply in all respects with all applicable terms of the third-party applications, including any that RUA elects to integrate with the Services that you access or subscribe to in connection with the Services.

Do not:

- permit any third party that is not an Authorised User to access or use a username or password for the Services;
- share, transfer or otherwise provide access to an account designated for you to another person;
- use the Services to store or transmit any RUA Data that may infringe upon or misappropriate someone else's trademark, copyright or other intellectual property, or that may be tortious or unlawful;
- upload to or transmit from the Services any data, file, software or link that contains or redirects to a virus, Trojan horse, worm or other harmful component, or a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of RUA or any third party;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate or disrupt the features, functionality, integrity or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third-party use of the Services or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- attempt to gain unauthorised access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics pertaining to the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- engage in activity that incites or encourages violence or hatred against individuals or groups;
- impersonate any person or entity, including, but not limited to, an employee of ours, an 'Administrator', an 'Owner' or any other Authorised User, or falsely state or otherwise misrepresent your affiliation with a person, organisation or entity;
- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source or ownership of material support or resources) in breach of laws and regulations concerning national security, defence or terrorism;
- access, search or create accounts for the Services by any means other than our publicly supported interfaces (e.g. 'scraping' or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- use the Services for consumer purposes, since RUA is intended for use by businesses and organisations;
- use contact or other user information obtained from the Services (including email addresses) to contact Authorised Users outside of the Services without their express permission or authority, or to create or distribute mailing lists or other collections of contact or user profile information for Authorised Users for use outside of the Services; or
- authorise, permit, enable, induce or encourage any third party to do any of the above.

I hereby confirm that I have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy.

SIGNED.....

NAME.....

COMPANY.....

POSITION.....

DATE.....