Molecule One Application
Terms and Conditions of Use
dated July 2022

1. Introduction and Contact Information

These Terms and Conditions ("Terms") apply to your access and use (the "Services") of the application provided by Molecule One sp. z o.o., a limited liability company based in Warsaw, Poland ("Molecule One" or "we").

By accessing the Molecule One application (the "Application"), you agree to these Terms. If you do not agree to these Terms, do not access or use our Services.

If you have any questions about these Terms or our Services, the Services or the functioning of the Application, please contact us at hello@molecule.one.

2. Description of Services

The Application consists of a software that uses artificial intelligence algorithms to show you how to synthesize the desired organic molecule or molecules from commercially available ones.

Our Services allow you to draw and edit a compound in the Application and search for the most effective synthesis plans.

The synthesis design system of the Application rests on the following four pillars:

1. A cheminformatics library responsible for accurate handling of chemical information and for curation of the data we feed into our system.
2. Machine learning models for reaction prediction finding out whether a given chemical reaction is possible or not.
3. A custom-made synthesis planning algorithm that: (a) proposes novel reactions and scores them based on heuristics and input from machine learning models, (b) using promising reactions assembles complete synthetic pathways – from commercially available molecules to the target, (c) re-evaluates these pathways according to the search criteria, such as: cost-per-quantity, estimated time of execution, availability of starting materials or desired amount of target molecule.
4. Convenient interface for viewing both synthesis pathways as a whole, as well as particular reactions along with supporting information: procurement or lab-verified precedents of similar reactions.

3. Technical requirements

In order to use the Application in an effective and seamless manner please use an up-to-date version of a web browser (Google Chrome and Mozilla Firefox are recommended). We also suggest disabling browser add-ons which may hinder the proper functioning of the Application, such as AdBlock and uBlock.

Please bear in mind that the Application is not adjusted to mobile devices with touch screens. For the proper use of the Application you will need a pointing device (e.g. mouse or touchpad) and a keyboard.

4. Eligibility

Our Services are aimed at private entrepreneurs and corporate entities conducting business in the fields

of chemistry, biology, pharmacy, and the like. The Application may not be used outside economic or professional activity of the user or entity which granted the user access to the Services. Also, you must be the age of legal majority where you live to use the Application.

By accepting the Terms you confirm that you are the age of legal majority where you live and that you are not a consumer.

If you are accessing or using our Services on behalf of an entity, you represent that you are authorized to accept these Terms on that entity's behalf and that the entity agrees to be responsible to us if you or the other person or entity violates the Terms.

If access to the Services has been granted to you by a corporate entity whom you work for or cooperate with and who is our client pursuant to a separate agreement (the "Corporate User" and "Corporate Client" respectively), the Terms apply to you in a limited scope. It is each time pointed out when a specific section does not bind you as a Corporate User.

5. User Account

In order to use the Application you will need to have a user account.

If you are a Corporate User, a user account has been already created for you by us acting on behalf of our Corporate Client, and it will be activated after you accept these Terms.

Otherwise (i.e. if you are not a Corporate User) you will need to create a user account. For that purpose we will ask you to provide us with your e-mail address and to set a password. You will receive an e-mail confirming the activation of your user account.

In both cases, after the user account has been activated, you will need the above-mentioned credentials to log into the Application and use the Services.

You must always maintain the security of your user account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account.

If you wish to delete your use account, please contact us at: hello@molecule.one. However, if you are a Corporate User, to this end, please contact the Corporate Client who is your employer.

6. User content

Our Services allow you to create, store and share content in the Application, in particular chemical compound drawings (collectively, "User Content"). You, the entity you represent or the relevant Corporate Client retain all rights in and to your User Content.

Please bear in mind that the Application is not a backup service. You agree that you will not rely on the Services for the purposes of User Content backup or storage. We will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any User Content.

7. Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using the Services.

In particular you will not:
- use or attempt to use another user's account without authorization from that user and Molecule

One;

- reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the Services;

- use the Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;

- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process, to: (i) continuously and automatically search, scrape, extract, deep link or index any content available in the Application; (ii) harvest personal information from the Services for purposes of sending unsolicited or unauthorized material; or (iii) cause disruption to the working of the Services or any other person's use of the Services. If the Services contain robot exclusion files or robot exclusion headers, you agree to honor them and not use any device, software or routine to bypass them;

- attempt to gain unauthorized access to any portion or feature of the Services, any other systems or networks connected to the Services or to any Molecule One server, or any of the products or services provided on, accessed from or distributed through the Services;

- probe, scan or test the vulnerability of the Services or any network connected to the Services or breach or attempt to breach the security or authentication measures on the Services or any network connected to the Services.

8. **Warranty disclaimer**

You understand and agree that the Services are provided "as is" and "as available," without express or implied warranty or condition of any kind. Molecule One makes no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Services are free of malware or other harmful components. In addition, we make no representation nor do we warrant, endorse, guarantee, or assume responsibility for any third party applications (or the content thereof), user content, devices or any other product or service advertised, promoted or offered by a third party on or through the Services or any hyperlinked website, or featured in any banner or other advertising and we are not responsible or liable for any transaction between you and third party providers of the foregoing.

No advice or information whether oral or in writing obtained by you from Molecule One shall create any warranty on behalf of Molecule One.

Without limiting the foregoing, nothing in this section shall have the effect of limiting Molecule One's liability in the event of total or partial non-performance or inadequate performance of its essential obligations for providing the Services. This section applies to the fullest extent permitted by applicable law.

This section does not apply to Corporate Users. Rules regarding warranty have been set out in a separate agreement concluded between Molecule One and the relevant Corporate Client.

9. **Limitation**

Molecule One shall not be liable towards you for any damages incurred by you in connection to the use of the Application. You agree that your sole and exclusive remedy for any problems or dissatisfaction with the Services is to uninstall the Application and to stop using the Services.
You also agree that Molecule One has no obligation or liability arising from or related to third party applications or the content thereof made available through or in connection with the Services, and

while your relationship with such third party applications may be governed by separate agreements with such third parties, your sole and exclusive remedy, as with respect to Molecule One, for any problems or dissatisfaction with third party applications or the content thereof, is to uninstall and/or stop using any such third party applications.

In particular Molecule One, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors shall not be liable for damages caused by malfunctioning of the Application, loss of ability to use the Services (including lost profits), damages caused by loss of data, damaging or failure of the computer equipment and other devices, work stoppage, or goodwill loss.

In no event will Molecule One be liable for: any loss or damage (including any indirect, special, incidental, punitive or exemplary, damages) which is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both you and us knew it might.

Molecule One shall not be liable for the business usefulness of the Application.

Limitation of liability is irrespective of basis of given liability. Nothing in the Terms removes or limits Molecule One 's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, and, if required by applicable law, gross negligence, and damages inflicted on you by Molecule One intentionally. This section applies to the fullest extent permitted by applicable law.

10. Severability

Unless as otherwise stated in the Terms, should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

11. Assignment

Molecule One may assign the Terms, and any of its rights under the Terms, in whole or in part, and Molecule One may delegate any of its obligations under the Terms. You may not assign the Terms, in whole or in part, nor transfer or sub-license your rights under the Terms, to any third party.

12. Indemnification

You agree to indemnify and hold Molecule One harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of the Terms or any one of them; (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the Services; and (4) your violation of any law or the rights of a third party.

13. Governing law and jurisdiction

These Terms and your access to and use of the Services will be governed, construed and enforced in accordance with the laws of Poland. The Parties undertake to amicably resolve any disputes resulting from the performance of the Agreement. If the amicable solutions are ineffective or impossible, the disputes will be finally settled on the application of either party by arbitration by a single arbiter in accordance with the expedited rules of the American Arbitration Association for international disputes. The arbitration will be conducted in the English language. The seat of the arbitration shall be Warsaw, Poland.

14. **Changes to these Terms**

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to the Services and update the "Last Updated" date above. We may also attempt to notify you by sending an email notification to the address associated with your account or providing notice through our Services. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of the Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using the Services.

15. **Termination**

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Services. We are not responsible for any loss or harm related to your inability to access or use the Services.

This section does not apply to Corporate Users. Rules regarding termination have been set out in a separate agreement concluded between Molecule One and the relevant Corporate Client.