

EVOMMUNE TERMS OF USE AND PRIVACY POLICY

Effective date: October 05, 2020

Welcome to www.evommune.com (the “Site”), owned and operated by Evommune, Inc. (“Evommune,” “we,” or “us”). Please read the following information carefully. By using this Site, you agree to these terms and conditions of use, including how we treat your personal information (the “Terms”); if you do not agree, you may not use the Site. Evommune may modify the Site and/or these Terms from time to time without notice to you, except that if Evommune makes material changes to these Terms, we will post the revised Terms and the revised effective date on this Site and/or provide notice by some other means. By using the Site following any modifications to the Terms, you agree to be bound by the modified Terms.

1. **Use of the Site.** You must be at least 18 years old to use our Site. You will comply with all applicable laws, rules and regulations in connection with your use of the Site. You will not violate or attempt to violate the security of the Site or Evommune’s systems or network security, including, without limitation by (i) accessing data not intended for users of the Site or gaining unauthorized access to an account, server or any other computer system; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (iii) attempting to interfere with the function of the Site, host or network. You may not “crawl,” “scrape,” or “spider” any portion of the Site (through use of manual or automated means).

2. **Evommune Proprietary Rights.** The Site, including all of its contents (including, text, images, audio, and the HTML used to generate the pages) (“Content”), is the property of Evommune or that of our suppliers or licensors and are protected trademark, copyright, and/or other intellectual property laws. You may not download, copy, print, display, perform, reproduce, publish, modify, prepare derivative works from, license, transmit, or distribute any Content from this Site in whole or in part, for any public or commercial purpose without prior written consent from Evommune. Evommune grants you a limited, personal, non-exclusive, non-transferable license to access the Site, and to use the Content, solely for personal, internal, and non-commercial purposes. Evommune (on behalf of itself and its suppliers and licensors) reserves all rights not expressly granted herein.

Without limiting the foregoing, as between you and Evommune (or other companies whose marks appear on the Site), Evommune (or the respective company) is the owner and/or authorized user of any trademark, registered trademark, logo, and/or service mark appearing on the Site (the “Marks”). Nothing on the Site should be construed to grant any license or right to use any Evommune Mark. You may not use or exploit any Marks without prior written consent from Evommune.

3. **Information That You Provide to Us.** If you choose to contact any Evommune personnel using the contact information you find on the Site, you understand that you are consenting to Evommune’s collection and use of any information and/or materials you provide to such personnel. Evommune’s collection, storage and use of information is governed by the Privacy Policy set forth in Section 4 of these Terms. Evommune undertakes no obligation to review information submitted by you, or to return such information to you.

4. **Privacy Policy.** Evommune takes your privacy seriously. Please read this Privacy Policy to learn how we treat your personal information. If you have a disability, you may access this Privacy Policy in an alternative format by contacting admin@evommune.com.

- 4.1 **What this Privacy Policy Covers.** This Privacy Policy covers important information and disclosures relating to how we treat Personal Data that we gather when you access or use our Site, but does not cover the practices of companies we don't own or control or people we don't manage. Use of the term "Personal Data" herein means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information," "personal information" or "personal data" as such terms are defined under certain data privacy laws, rules or regulations that are applicable to Evommune, including without limitation, the California Consumer Privacy Act (the "CCPA").
- 4.2 **Aggregate Usage Information.** Like most website operators, Evommune collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, the date and time of each visitor request, and other usage information and aggregate statistics. Evommune's purpose in collecting non-personally identifying information is to better understand how Evommune visitors use the Site. From time to time, Evommune may release non-personally-identifying information in the aggregate in a public manner, e.g., by publishing a report on trends in the usage of the Site, or may otherwise share this aggregate information with whomever it deems appropriate. However, Evommune only discloses personally-identifying information as described in "Protection of Personally-Identifying Information" below.
- 4.3 **Gathering of Personally-Identifying Information and Confidential Information.** Certain visitors to the Site may choose to interact with Evommune in ways that require Evommune to gather personally-identifying information. The amount and type of information that Evommune gathers depends on the nature of the interaction, but may include personal identifiers such as email address or IP address. In each case, Evommune collects such information only insofar as is necessary or useful to fulfill the purpose of your interaction. Evommune does not disclose personally-identifying information other than as described below. You can always refuse to supply personally-identifying information, with the caveat that it may prevent you from engaging in certain website-related activities. Please find details regarding the categories of Personal Data that we collect and have collected over the past twelve (12) months below:
- Contact information and other identifying information that you voluntarily choose to provide to us (e.g., first and last name, demographic data, email or postal address).
 - Usage and web analytics (e.g., IP address and related location information, interactions with our Site, interactions with our other web properties, device and/or browser information).
 - Other information you may provide to us through third-party interactions with our Site or other web properties.

You must not provide any information to us that you consider to be proprietary or a trade secret, or which you desire to be treated as confidential. Evommune does not agree to any obligation of confidentiality, non-use or non-disclosure with respect to information submitted to Evommune via the Site or in connection with your use thereof. By submitting information or materials to Evommune, you understand, acknowledge and agree that such information and/or materials will not be treated as confidential or proprietary. Evommune

undertakes no obligation to review any such information or materials, or to return the same to the submitting person or entity.

4.4 **Protection of Personally-Identifying Information.** Evommune discloses personally-identifying information to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Evommune’s behalf or to provide services available at the Site, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of a visitor’s home country; by using the Site, you consent to the transfer of such information to them. Evommune will not rent or sell personally-identifying information to anyone for monetary or other valuable consideration. Evommune also discloses potentially personally-identifying and personally-identifying information in response to a subpoena, court order or other governmental request, or when Evommune believes in good faith that disclosure is reasonably necessary to protect the property or rights of Evommune, its personnel, third parties or the public at large. Evommune takes reasonable measures to protect against the unauthorized access, use, alteration or destruction of personally-identifying information, but cannot guarantee complete security.

4.5 **Cookies.** The Site use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “Cookies”) to enable our servers to recognize your web browser and tell us how and when you visit and use our Site, to analyze trends, learn about our user base and operate and improve our Site. Cookies are small pieces of data – usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Site. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Site does not support “Do Not Track” requests sent from a browser at this time.

We use the following types of Cookies: *(1) Essential Cookies.* Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Site. Disabling these Cookies may make certain features and services unavailable. *(2) Functional Cookies.* Functional Cookies are used to record your choices and settings regarding our Site, maintain your preferences over time and recognize you when you return to our Site. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region). *(3) Performance/Analytical Cookies.* Performance/Analytical Cookies allow us to understand how visitors use our Site such as by collecting information about the number of visitors to the Site, what pages visitors view on our Site and how long visitors are viewing pages on the Site. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve the Site’s content for those who engage with our advertising. For example, Google Inc. (“Google”) uses cookies in connection with its Google Analytics services. Google’s ability to use and share information collected by Google Analytics about your visits to the Site is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google’s use of Cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the Google Analytics Opt-out Browser Add-on at <https://tools.google.com/dlpage/gaoptout/>.

You can decide whether or not to accept Cookies through your internet browser’s settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your

browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit the Site and some of the Site and functionalities may not work.

- 4.6 **Business Transfers.** If Evommune, or substantially all of its assets, were acquired, or in the unlikely event that Evommune goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Evommune may continue to use personally-identifying information as set forth in this policy.
- 4.7 **Right to Access and Deletion.** You may request the specific pieces of Personal Data that Evommune collected from you or request that Evommune delete the personal information that Evommune has collected from you by contacting Evommune at admin@evommune.com. However, Evommune may need to retain such information in certain circumstances if it is necessary to provide you with services you requested or if Evommune uses such data only for our internal analytical use. Evommune will not discriminate against you for exercising your rights under the CCPA. Evommune will not deny you access to our services, or provide you a lower quality of services if you exercise your rights under the CCPA.
5. **Links from and to the Site.** The Site may contain links to third party websites (“Third Party Sites”). Third Party Sites are not reviewed, controlled or examined by Evommune in any way and Evommune is not responsible for any content contained therein. These links do not imply Evommune’s endorsement of or association with any Third Party Site. Evommune is not liable, directly or indirectly, to anyone for any loss or damage arising from or in connection with use of the Third Party Sites.
6. **No Representation or Warranty.** While we take reasonable steps to ensure the information provided on the Site is reliable, we make no representation that such information is accurate, reliable or complete. Nothing contained in the Site constitutes advice of any type whatsoever.

Evommune does not make any warranties (whether express or implied) of any kind whatsoever in respect of the Site or any information contained on it. As a result, we do not accept any continuing obligation or responsibility in respect of any errors, omissions, interruptions or delays in service which may occur. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Additionally, we have no responsibility for, and are not liable for any damages that result from viruses or other malicious code that may affect your computer equipment, your data, network or other property on account of your accessing, using, or viewing the Site, or that result from any materials downloaded or copied from the Site.

YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SITE IS AT YOUR SOLE RISK. THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND FUNCTIONALITY THEREOF, IS PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL EVOMMUNE, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (THE “EVOMMUNE PARTIES”), BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, EVEN IF ANY EVOMMUNE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CERTAIN OTHER DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL THE TOTAL LIABILITY OF ANY EVOMMUNE PARTY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING FROM OR RELATED TO THE TERMS, THE CONTENT, AND/OR YOUR USE OF THE SITE, EXCEED, IN THE AGGREGATE, \$100.00. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. **Local Regulatory Restrictions.** The Site is not directed at any person in any jurisdiction where (by reason of that person’s nationality, residence or otherwise) the publication or availability of the Site is prohibited. Products or services mentioned on the Site may not be available in all jurisdictions. You are responsible for confirming that your review of the Site is in accordance with all applicable local, state, national and international law, and you should not visit the Site if contrary to the law in your jurisdiction. You represent, warrant, and agree that you shall not use the Site or interact with the Site in a manner that:
 - 8.1 attempts, in any manner, to access data not intended for users of the Site or attempts to gain unauthorized access to an account, server or any other computer system;
 - 8.2 violates the security of any computer network, or cracks any passwords or security encryption code;
 - 8.3 decompiles, reverse engineers or otherwise attempts to obtain the source code or underlying ideas or information in Evommune’s systems or network;
 - 8.4 attempts to interfere with the function of the Site, host or network; or
 - 8.5 “crawls,” “scrapes,” or “spiders” any page, data, or portion of the Site (through use of manual or automated means).

9. **Notice for California Residents.** Under California Civil Code Section 1789.3, California consumers are entitled to the following notice with respect to filing complaints with California’s consumer protection bureau: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.

10. **General Information.** These Terms are governed by the laws of the State of California, without regard to the conflicts of laws provisions thereof. In the event of any dispute arising in connection with these Terms, you hereby consent to exclusive jurisdiction and venue in the state and federal courts of Alameda County, California. The failure of Evommune to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain

in full force and effect and enforceable. You may not assign these Terms or transfer any of your rights or obligations hereunder without Evommune's express written consent. These Terms inure to the benefit of Evommune's successors, assigns and licensees. These Terms are the entire agreement between you and Evommune with respect to the subject matter herein.