

## Bright Uro Website Terms of Use

### Terms of Use

**Effective Date: April 1, 2025**

This Bright Uro Website Terms of Use Agreement ("Agreement") is made by and between Bright Uro, Inc. ("Bright Uro," "we," or "us") and you ("you," "your," or "user"). This Agreement contains the terms and conditions that govern your use of this Website and any website that displays, links to, or references this Agreement as well as any services offered by Bright Uro on this Website (each website and service collectively and individually referred to herein as the "Site").

Bright Uro is incorporated under the laws of the State of Delaware and its headquarters are located at:

**Bright Uro, Inc.**  
3 Goddard  
Irvine, CA 92618

BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH THE SITE OR ANY PART THEREOF, YOU AGREE, ON YOUR OWN BEHALF PERSONALLY, AND ON BEHALF OF ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SITE.

BRIGHT URO RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN BRIGHT URO'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPER-LINK LOCATED ON THE SITE.

**IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY CALL YOUR DOCTOR OR 911 IMMEDIATELY.**

#### **1. WEBSITE; YOUR USE**

This Site contains information regarding Bright Uro and its products and services available within the United States. This Site is intended for use by residents in the United States. Any references to products or services on the Site do not imply that Bright Uro intends to announce or offer these products or services in your country.

You are granted a limited license to access and make personal use of this Site for NONCOMMERCIAL PURPOSES ONLY and only to the extent such use does not violate this Agreement including, without limitation, any prohibitions listed in this Agreement.

Use of any of your Bright Uro accounts is restricted solely to you. You are solely responsible for your use of this Site and you shall not share your account with anyone else. You further agree to report any issues with your account immediately to Bright Uro.

#### **2. NO MEDICAL OR PROFESSIONAL ADVICE**

**THIS WEBSITE DOES NOT PROVIDE MEDICAL ADVICE OR PROFESSIONAL ADVICE.**

Nothing contained within the Site is intended to constitute as medical advice, instruction for medical diagnosis, or instruction for treatment. You should not consider Content on the Site to be medical advice. The material and content accessible from this Site, and any other Site owned, operated, licensed, or otherwise controlled by Bright Uro, including without limitation all text, video, audio, streaming content, graphics, images, photographs and other perceivable media, as well as documents and any information downloadable from the Site (the “Content”), should not be relied upon for personal, medical, legal, technical, or financial decisions. These decisions should only be made in consultation with your health care providers. Content found on the Site is for informational purposes only and is not intended to replace the relationship between you and your physician or other healthcare provider.

Any information provided through the Site should be considered hypothetical, and not be considered complete, nor should it be relied upon to suggest a course of treatment for any particular individual. Bright Uro does not, through the Site or otherwise, directly or indirectly practice medicine, render medical advice, or provide medical services. After reviewing the Site and before taking any action related to any content on the Site, you are expected to make a reasonable investigation into, and consider the potential consequences of, any such action. This includes, but is not limited to, talking to your doctor to determine the best course of treatment for your individual condition. If you obtain any information through the Site, you use such information at your own risk.

This Site contains information about products and therapies that may not be approved, cleared, or authorized in your geography. You may see information about products or therapies that are not available in your country. This Site is for general informational purposes only. Consult a physician about your specific health needs or any other concern.

### **3. SITE NOT INTENDED FOR CHILDREN**

THIS SITE IS INTENDED FOR USE BY INDIVIDUALS 18 YEARS OF AGE OR OLDER. WE HAVE NO INTENT TO PERMIT THE USE OF THIS SITE BY, OR COLLECT INFORMATION FROM, CHILDREN UNDER THE AGE OF 18. IF YOU ARE UNDER THE AGE OF 18, YOU MAY NOT ACCESS OR USE THIS SITE WITHOUT THE CONSENT OF YOUR PARENT OR GUARDIAN.

### **4. ADDITIONAL TERMS**

Some areas of the Site may have additional terms and conditions (“Additional Terms”). Where Additional Terms apply, we will make them available for you to read prior to your use of that area of the Site. By using those areas of the Site, you agree to the Additional Terms. If you disagree with this Agreement or are dissatisfied in any way with this Site, your sole and exclusive remedy is to discontinue accessing, visiting, browsing, using, or otherwise interacting with this Site.

### **5. PROVISION OF INFORMATION**

To access this Site or some of the resources it offers, including contacting Bright Uro, you may be asked to provide certain information such as your name, e-mail address, phone number, whether you are a health care provider or prospective or existing patient, and if you are a health care professional your primary hospital affiliation. It is a condition of your use of this Site that all the information you provide on this Site will be correct, current, and complete. If Bright Uro believes the information you provide is not correct, current, or complete, Bright Uro has the right to refuse you access to this Site or any of its resources, and to terminate or suspend your access at any time. All information collected via this Site or by Bright Uro in the course of your use of a Bright Uro resource advertised on this Site shall be used and stored in a manner consistent with our Privacy Policy located at [\[insert link\]](#).

**Commented [KH1]:** Placeholder - to include link to Privacy Policy

## 6. RESTRICTIONS ON USE

You may use this Site for purposes expressly permitted by this Site. As a condition of your use of the Site, you warrant to Bright Uro that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. For example, and without limitation, you may not (and may not authorize any party to) (i) co-brand this Site, or (ii) frame this Site, without the express prior written permission of an authorized representative of Bright Uro. For purposes of this Agreement, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or its Content. You agree to cooperate with Bright Uro in causing any unauthorized co-branding or framing immediately to cease.

In addition, you may not use the Site in any manner which could disable, overburden, damage, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided to you, including without limitation exceed the limitations of access granted to you, through the Site. You may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of this Site without our express permission. You may not attempt to probe, scan or test the vulnerability of the Site or any system to which it is connected or attempt to breach any security measures. Your use of this Site is strictly for your personal, non-commercial use only. Your use of the Site must be in compliance with all applicable laws and rights of third parties, including without limitation all third-party intellectual property rights.

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of our Site. We may, in our sole discretion, report actual or perceived violations of law to law enforcement or other appropriate authorities. If we become aware, through a complaint or otherwise, of any potential or suspected violation of this Agreement, we may (but are not obligated to): conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation we may suspend access to our Site to any user being investigated and/or remove any material from our servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of this Agreement could subject you to criminal or civil penalties. We reserve the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to our Site.

## 7. PROPRIETARY INFORMATION

The Content of this Site is the proprietary information of Bright Uro or the party that provided or licensed the Content to Bright Uro, whereby Bright Uro and its licensors retain all right, title, and interest in the Content. Neither title nor intellectual property rights in and to the Site or the Content are transferred to you by access to this Site. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, reverse engineer, decompile, disassemble, translate, transfer, or sell any information, Content, software, products, or services obtained from or otherwise connected to the Site. Modification or use of the Site or its Content except as expressly provided in this Agreement violates Bright Uro’s intellectual property rights and/or the intellectual property rights of others.

You grant to Bright Uro the right to use all content you upload or otherwise transmit to this Site, subject to these terms and conditions and Bright Uro’s privacy policy in any manner Bright Uro chooses, including, but not limited, to copying, displaying, performing, or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.

## 8. THIRD PARTY SITES AND CONTENT

This Site may contain links to websites and content operated and provided by other parties. The linked websites are not under our control, and we are not responsible for the content available on any other websites linked to this Site. Such links do not imply our endorsement of material on any other website, we disclaim all liability with regard to your access to such linked websites, and we make no representations or warranties about the content, completeness, or accuracy of these hyper-links or the websites hyper-linked to this Site. We provide links to other websites as a convenience to users, and the inclusion of any hyper-link to a third-party website does not necessarily imply endorsement by Bright Uro of that website, its owner, or its content. Access to any other websites linked to this Site is at your own risk. Bright Uro is not responsible, and provides no warranty whatsoever, for the accuracy, effectiveness, timeliness, and suitability of any information or content obtained from third parties, including any hyperlinks to or from third-party sites. Except as otherwise provided through this Site, Bright Uro will not edit, censor, or otherwise control any content provided by third parties on any bulletin board, chat room, or other similar forums posted through this Site. Such information should, therefore, be considered as suspect and is not endorsed by Bright Uro.

#### **9. FEEDBACK AND SUBMISSIONS**

You hereby grant to Bright Uro the royalty-free, perpetual, irrevocable, worldwide, sublicensable through multiple levels, transferrable, non-exclusive right and license to use, reproduce, make, modify, adapt, publish, translate, broadcast, create derivative works from, distribute, offer to sell, sell, import, perform, and display all feedback, suggestions, ideas, or other improvements to, or reviews of, the Site or the Content you communicate to Bright Uro (together, “**Feedback**”), and to incorporate any Feedback, in whole or in part or modified as Bright Uro sees fit, in other works, products, or services in any form, media, or technology now known or later developed. You hereby waive in perpetuity all so-called “moral rights,” rights of integrity, rights of paternity, rights of disclosure, rights of withdrawal, rights of attribution, rights to prevent attribution in the event of a distortion, mutilation, or modification, and all such analogous rights in or related to any Feedback.

Anything you post, upload, share, store, or otherwise provide through our Site, including any Feedback, will be treated as non-confidential and non-proprietary. You are solely responsible for all your contributions to the Site. You represent that all your submissions are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. All your submissions become the property of Bright Uro or its affiliates and may be used, without compensation to you, for any purpose whatsoever, including disclosure to third parties and/or developing, manufacturing and/or marketing products or services.

Bright Uro will not be required to treat any Feedback as confidential and may use any Feedback to the full extent of its license without incurring any liability for royalties or any other consideration of any kind and will not incur any liability as a result of any similarities that may appear in future Bright Uro products, services, or other business operations. You are fully responsible for any content you send us, including the truthfulness and accuracy of such content and its non-infringement of any other person’s proprietary or privacy rights.

#### **10. ACCURACY OF INFORMATION & PROJECTIONS**

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by Bright Uro. This Site may contain forward-looking statements that reflect Bright Uro’s current expectation regarding future events and business development. The forward-looking statements involve risks and uncertainties. Actual developments or results could differ materially from those projected and depend on a number of factors including, but not limited to, the success of current research programs, results of pending or future clinical trials, ongoing commercialization of its products, regulatory approvals, validity, and enforcement of its intellectual property, the stability of its commercial relationships, and the general economic

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We do not warrant the accuracy, effectiveness, and suitability of any information contained on this Site. Each person assumes full responsibility and all risks arising from use of this Site. The information is presented “AS IS” and may include technical inaccuracies or typographical errors. Bright Uro reserves the right to make additions, deletions, or modifications to the information at any time without any prior notification.

#### **11. NO WARRANTIES**

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#### **12. LIMITATION ON LIABILITY**

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TO THE FULLEST EXTENT ALLOWED BY LAW, BRIGHT URO, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THIS WEBSITE OR THE SITE CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY BRIGHT URO AND WHETHER OR NOT BRIGHT URO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BRIGHT URO AND ITS SUBSIDIARIES, AFFILIATES,

LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. You agree that, unless such a limit is prohibited by applicable law, you cannot file a claim or cause of action arising out of or related to this Agreement or the Site including without limitation its content more than one (1) year after such claim or cause of action arose.

### **13. TERMINATION OR RESTRICTION OF ACCESS**

Bright Uro reserves the right, in its sole discretion, to (i) terminate your access to the Site and the related services or any portion thereof at any time, without notice; and (ii) withdraw, suspend, or discontinue any functionality or feature of the Site.

### **14. INDEMNITY**

You will indemnify and hold Bright Uro, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of this Agreement by you, including without limitation any use of Content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting losses, damages, judgments, awards, fines, costs, expenses, and attorney's fees (collectively "Losses") of the Indemnified Parties in connection therewith, including without limitation in relation to the defense of any third party claims related thereto. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Site, including without limitation for any Indemnified Party's Losses, except to the extent such claims and losses are due to the negligent or willfully malicious acts of Bright Uro. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

### **15. TRADEMARKS AND COPYRIGHTS**

Trademarks, service marks, logos, products and copyrighted works appearing in this Site are the property of Bright Uro or the party that provided the trademarks, services marks, logos, and copyrighted works to Bright Uro and are protected in the United States and internationally. Use of these is strictly prohibited without our prior, written authorization, except to properly identify the products or services of Bright Uro. Bright Uro and any party that provided trademarks, service marks, logos, and copyrighted works to Bright Uro retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this Site.

All Content of the Site is: Copyright © 2024 Bright Uro, Inc., All rights reserved, unless otherwise noted.

### **16. SECURITY**

You are prohibited from any attempt to compromise security or tamper with system resources and/or accounts associated with this Site. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Bright Uro reserves the right to release your details to system administrators at other

Sites in order to assist them in resolving security incidents. Bright Uro reserves the right to investigate suspected violations of this Agreement.

Without limiting Bright Uro's right to use data related to you as set forth in its Privacy Policy, Bright Uro may use and disclose information related to you in special instances when we have reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with our rights or property, other Site visitors, or anyone else. Bright Uro may disclose your information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend Bright Uro's legal rights, to protect your vital interests or those of any other third party, and when Bright Uro otherwise believes in good faith that any applicable law requires it.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS BRIGHT URO FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BRIGHT URO DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER BRIGHT URO OR LAW ENFORCEMENT AUTHORITIES.

You understand that Bright Uro cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for any reconstruction of any lost data. Bright Uro does not assume any responsibility or risk for your use of the Internet.

You recognize and agree that when submitting your personally identifiable information to Bright Uro, while Bright Uro may have safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. IN THE UNLIKELY EVENT OF AN INTERCEPTION OR UNAUTHORIZED ACCESS DESPITE OUR EFFORTS, BRIGHT URO SHALL NOT BE RESPONSIBLE FOR SUCH INTERCEPTIONS OR UNAUTHORIZED ACCESS. BRIGHT URO DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THAT THE INFORMATION PROVIDED BY ANY CUSTOMER SHALL BE FREE FROM INTERCEPTION OR UNAUTHORIZED ACCESS.

## **17. MISCELLANEOUS**

This Agreement will be governed and interpreted pursuant to the laws of California, United States of America, excluding any principles of conflicts of law. You specifically consent to personal jurisdiction in Orange County, California in connection with any dispute between you and Bright Uro arising out of or relating to this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree that the exclusive venue for any dispute between the parties arising out of this Agreement will be in the state court in Orange County, California or the federal court for the United States for the Central District of California. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of this Agreement is taking place or originating.

Bright Uro may assign or otherwise convey any of its rights and obligations under this Agreement, but you may not. All of the terms and conditions of this Agreement shall inure and be binding upon any party's permitted successors and assigns.

Provisions that, by their nature, should survive termination of this Agreement will survive termination of this Agreement. By way of example, all of the following will survive termination: any obligation you have to indemnify

us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and any terms regarding disputes between us.

If any part of this Agreement is unlawful, void, or unenforceable, that part shall be modified by a court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording or, if not amendable to become lawful and enforceable, shall be severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

Except as expressly stated and agreed upon in advance by Bright Uro, no confidential relationship shall be established in the event that any user of this Site should make any oral, written or electronic communication to Bright Uro (such as feedback, questions, comments, suggestions, ideas, etc.). If we require or request any personal information in order for you any portion of this website we will obtain, use and maintain such personal information in a manner consistent with our [\[insert privacy policy link\]](#). Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and Bright Uro shall be free to reproduce, publish or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. You are fully responsible for any content you send us, including the truthfulness and accuracy of such content and its non-infringement of any other person's proprietary or privacy rights

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bright Uro as a result of this Agreement or your accessing, visiting, browsing, using, or otherwise interacting with the Site.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the user and Bright Uro with respect to the Site. Notwithstanding the foregoing, any additional terms and conditions on this Site will additionally govern the items to which they pertain.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

The failure by Bright Uro at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy, or option or in any way affect the validity of this Agreement. The waiver of any default by us will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

This Agreement may contain typographical errors or other errors or inaccuracies and may not be correct or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update this Agreement at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.

Bright Uro may revise this Agreement at any time by updating this posting.

Our contact for all legal notices:

**Bright Uro, Inc.**  
3 Goddard  
Irvine, CA 92618



Last Modified: April 1, 2025

