INVIVYD TERMS OF USE

1.0 GENERAL PROVISIONS

Please read the following terms and conditions of use (the “Terms of Use”) carefully before using this website, which includes any information, data, tools, products, services and other content (collectively, the “Invivyd Website”). Each time you enter the Invivyd Website your use indicates your full acceptance of and agreement to abide by these Terms of Use in their then current form. In that regard, these Terms of Use may be revised from time to time so you should review them periodically. However, if you do not agree to these Terms of Use you should exit the Invivyd Website now.

The Invivyd Website is provided by Invivyd, Inc. (“Invivyd”), for the convenience of visitors to this site and is designed to provide general information about Invivyd, our products and our product candidates. Nothing on the Invivyd Website should be construed as an offer to form a binding contract, or as granting any license or transfer of intellectual property. Your use of the Invivyd Website is at your own risk. Notwithstanding any other provision herein, Invivyd reserves the right, in the event of a violation of these Terms of Use, to protect its rights, property and interests to the maximum extent of the law. Further, Invivyd may suspend, discontinue or modify the Invivyd Website at any time for any reason, without notice or any other obligation to you, and your use of the Invivyd Website indicates your acceptance of any revisions to these Terms of Use.

You represent, warrant and covenant that you shall use the Invivyd Website only as set forth in these Terms of Use. You agree to comply with any other applicable terms and conditions of use set forth on the Invivyd Website. You may not violate the security of the Invivyd Website or attempt to gain unauthorized access to the Invivyd Website or computer systems or networks connected to the Invivyd Website through any means. In the event you gain access to information or materials not intended to be accessed by you, you agree that you will immediately notify Invivyd and destroy all copies of such information in your possession.

Invivyd’s Privacy Policy, which is available on the Invivyd Website – https://Invivyd.com - is a part of these Terms of Use. Use of the Invivyd Website indicates your consent to the collection and use of your Personal Data as set forth in that Privacy Policy. If you submit any information (including Personal Data) at the Invivyd Website, such information will be subject to the Invivyd Privacy Policy. The sender of any information to Invivyd is solely responsible for its content, including, without limitation, its accuracy, truthfulness and non-infringement of any other person’s legal rights.

2.0 LIMITED RIGHT TO USE THE INVIVYD WEBSITE

Invivyd grants you a limited right to use the Invivyd Website only for your own private, non-commercial informational purposes. We authorize you to view, copy, download and print Invivyd documents (such as press releases and other resources) that are made available for public access on the Invivyd Website; provided that (i) such documents shall be used solely for noncommercial, informational purposes; (ii) such documents shall not be modified; and, (iii) no copyright, trademark or other proprietary notices shall be removed, altered or added to such documents. In addition, you are prohibited from decomposing, decompiling, reverse engineering, disassembling or otherwise deconstructing all or any portion of the Invivyd Website.
3.0 COPYRIGHTS AND TRADEMARKS

The Invivyd Website, and the information which it contains, is the property of Invivyd, its affiliates and/or third parties and is protected from unauthorized copying and dissemination by United States copyright law, international conventions and other intellectual property laws. The trademarks and logos displayed on the Invivyd Website are trademarks of Invivyd except as otherwise noted. Invivyd and the Invivyd logo are registered trademarks of Invivyd, Inc. All other trademarks referenced herein are the properties of their respective owners. Nothing on the Invivyd Website should be construed to grant any license or right in or to any trademarks, logos or other intellectual property rights. All rights are reserved by the owners of each trademark, service mark, logo, or other intellectual property, except as otherwise described in this notice. You may not access, monitor or copy any content or information on the Website using any robot, spider, scraper, web crawler or other automated means or any similar manual process. You should assume that all content of the Invivyd Website is copyrighted unless otherwise noted and may not be used, copied, reproduced, used to create derivative works, downloaded, modified, published, distributed, transmitted, or exploited, in whole or in part, in any form or by any means, without the prior express written permission of Invivyd or the original creator of the material, except as may otherwise be provided herein.

4.0 YOUR SUBMISSION OF INFORMATION

Any information or data, other than your own Personal Data, that you transmit to, or post on, the Invivyd Website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and nonproprietary data, and Invivyd shall have no obligation of any kind with respect to such information or data. You are solely responsible for any information or data that you send to Invivyd, including without limitation accuracy, truthfulness and non-infringement or other violation of any other person's legal rights. Invivyd may use such information or data for any purpose whatsoever in accordance with applicable laws and regulations including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and further posting. Further, Invivyd is free, without payment of compensation to you, to use any ideas, concepts, know-how or techniques contained in any information, data, communication or other material you send to us, whether through the Invivyd Website, phone, e-mail or otherwise, for any purpose whatsoever, including, but not limited to, researching, developing, manufacturing, and marketing products incorporating such information or data.

5.0 MEDICAL ADVICE DISCLAIMER

Any medical information contained on the Invivyd Website is general in nature and for informational purposes only. Invivyd does not offer medical diagnosis or treatment from the Invivyd Website and no information contained in the Invivyd Website is provided with the intention to give medical advice or instructions on the accurate or proper use of Invivyd or any other products. You should not use the information contained herein for diagnosing a health problem or disease and Invivyd makes no representations or warranties as to its accuracy. Invivyd cannot answer unsolicited e-mails requesting personal medical advice. If you require a diagnosis or treatment or have questions specific to your health you are urged to contact your healthcare professional.
6.0 GENERAL DISCLAIMER

Your use of the Invivyd Website and any linked websites is at your own risk, and you assume full responsibility and all risks arising from your use of or reliance on the Invivyd Website and/or any product or service available through the Invivyd Website. Neither Invivyd, its affiliates, and their respective officers, directors, employees, agents, representatives, data providers, and licensors and their respective heirs and assigns, nor any other party involved in creating, producing or delivering the Invivyd Website shall be liable to you or any third party for any direct, indirect, incidental, consequential, exemplary, special (including loss of profit), punitive, or other damages arising out of your access to, or use of, the Invivyd Website or any linked website. This includes damage due to viruses or other harmful or malicious code that may infect your computer equipment. While Invivyd may periodically update or correct information presented on the Invivyd Website, the information presented on the Invivyd Website may include typographical errors and/or technical inaccuracies and/or omissions. Invivyd makes no representation or warranty as to the accuracy of any information on or at the Invivyd Website and expressly disclaims any obligation to update such information. Invivyd also reserves the right to make additions, deletions or modifications to any information on the Website at any time and from time to time without any prior notice.

WITHOUT LIMITING THE FOREGOING, EVERYTHING AT OR ON THE INVIVYD WEBSITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, CREATED BY LAW, CONTRACT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION INVIVYD DOES NOT WARRANT THAT: (A) THE MATERIALS, FUNCTIONS OR SERVICES PROVIDED BY THE INVIVYD WEBSITE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) DEFECTS WILL BE CORRECTED; OR (C) THAT THE INVIVYD WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INVIVYD AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU TO INVIVYD THROUGH THE WEBSITE (OR THE CONTACT INFORMATION ON THE WEBSITE) WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

Some jurisdictions may not allow the exclusion of implied warranties; therefore some of the above exclusion may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. To the extent that Invivyd may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Invivyd’s liability will be equal to the minimum permitted under such applicable law.

7.0 LINKS TO OTHER WEBSITES

The Invivyd Website may contain links to other websites. Invivyd is providing these links to you only as a convenience. Invivyd is not responsible for the content or privacy practices of such other websites linked from the Invivyd Website. The inclusion of any such link to another website does not imply that Invivyd endorses any third-party website or third-party company or product. Invivyd does not have any control over the content of such third-party websites and assumes no responsibility whatsoever for the functionality of such websites or for the accuracy of any
information presented at such other websites. Use of any such linked website is at your own risk and is subject to the terms of use of that website. Invivyd is not liable for any damages or injury arising from content contained on other sites, and you release Invivyd, and its affiliates, from any damages that you may incur and you agree not to assert any claims against them arising from your purchase or use of third-party supplied data, products, and services.

8.0 LINKS TO THE INVIVYD WEBSITE

Links to the Invivyd Website or any document published by Invivyd on the Invivyd Website should be made to the home page only, without deleting any frames, or our URL address. Links to the Invivyd Website from other sites should be text-only and may not include Invivyd’s log or other intellectual property. Invivyd strictly prohibits any suggestions of Invivyd’s endorsement of a specific company, product, or service.

9.0 FORWARD-LOOKING STATEMENTS

The Invivyd website and its contents contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements about the company's operations, financial performance, financial position, prospects, strategies, objectives, research and clinical development plans and timelines, technology capabilities, planned regulatory interactions and submissions and other future events including disease evolution, burden and impact of COVID-19 and availability and efficacy of therapeutic options, that are based on beliefs and assumptions, and on information currently available to the company's management. In some cases, forward-looking statements can be identified by words such as “anticipates,” “believes,” “could,” “expects,” “intends,” “potential,” “projects,” and “future,” or the negative of these words or similar expressions, although not all forward-looking statements contain these words. Such statements involve risks and uncertainties that could cause actual results to differ materially from those described in or implied by such forward-looking information, including, without limitation, risks and uncertainties relating to discovery, research and clinical development, changes in the regulatory environment, the regulatory approval process, changes in expected or existing competition, changes related to disease evolution, burden and impact, whether the company has adequate funding to meet future operating expenses and capital expenditures, and other risks and uncertainties detailed from time to time in the company's periodic reports filed with the Securities and Exchange Commission. While the company may update certain forward-looking statements appearing on the website from time to time, it specifically disclaims any obligation to do so, whether as a result of new information, future developments or otherwise.

10.0 APPLICABLE LAW

The Invivyd Website can be accessed from every U.S. state, as well as from other countries around the world. Each of those places has laws that may differ from those of the Commonwealth of Massachusetts where Invivyd is located. By accessing the Invivyd Website you and Invivyd agree that the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles, will apply to all disputes based on, arising out of, or relating to your use of the Invivyd Website or any information it contains. With respect to such disputes, you and Invivyd also agree and hereby submit to the exclusive personal jurisdiction and venue of any court located in Boston, Massachusetts, USA.

11.0 RESERVATION OF RIGHTS AND CHANGES TO THESE TERMS OF USE
Invivyd reserves the right to, and may, alter or delete material from the Invivyd Website at any time without notice and may also revise these Terms of Use at any time without prior notice. Your use of the Invivyd Website indicates your acceptance of any revisions to these Terms of Use. You should visit this page each time you access the Invivyd Website to review the then-current conditions applicable to your use of the Invivyd Website.

12.0 ENTIRE AGREEMENT

These Terms of Use and any other terms and conditions of service on the Invivyd Website constitute the entire agreement between you and Invivyd and govern your use of the Invivyd Website. Any failure by Invivyd to enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is unlawful, void, or unenforceable, then it shall be severed and shall not affect the validity and enforceability of any of these Terms of Use. If any provision of these Terms of Use is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and these Terms of Use shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction.