

## TERMS OF USE

These Terms of Use (“**Terms**”) explain the contractual relationship between you and Coeptis Therapeutics Holdings, Inc. and its subsidiaries (collectively, “**Company**,” “**us**,” “**our**” or “**we**”), regarding your use of, and access to, our website located at [www.coeptistx.com](http://www.coeptistx.com) (the “**Website**”) and the products, services and offerings made available to you through the Website, including without limitation all features and functionality thereof and updates thereto and all Content made available through the Website (together with the Website, the “**Services**”). These Terms include our Privacy Policy, located at <https://coeptistx.com/uploads/media/Coeptis-Privacy-Policy.pdf> and together with the Privacy Policy govern your access to and use of the Services.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, INCLUDING ANY MODIFICATIONS OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

**IMPORTANT:** THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF CLAIMS BETWEEN YOU AND THE COMPANY, INCLUDING THE REQUIREMENT THAT YOU RESOLVE ANY DISPUTES YOU HAVE WITH US THROUGH FINAL AND BINDING ARBITRATION. PLEASE SEE THE DISPUTES CLAUSE IN SECTION 15 BELOW FOR MORE INFORMATION.

### **1. Medical Information.**

The Services may contain general information relating to various medical conditions and respective treatments. Such information is provided for informational purposes only and is not meant to be a substitute for advice provided by a doctor or other qualified health care professional. Patients should not use the information contained herein for diagnosing a health or fitness problem or disease. Patients should always consult with a doctor or other health care professional for medical advice or information about diagnosis and treatment.

### **2. Forward Looking Statements.**

The Services contain forward-looking statements about our financial and operating performance, business plans and prospects, in-line products and products in development that involve substantial risks and uncertainties. Actual results could differ materially from the expectations and projections set forth in those statements. Such risks and uncertainties include, among other things, the uncertainties inherent in pharmaceutical research and development; decisions by regulatory authorities regarding whether and when to approve drug applications and supplemental drug applications as well as their decisions regarding labeling and other matters that could affect the availability or commercial potential of certain products; competitive developments; the ability to successfully market both new and existing products; challenges to the validity and enforcement of our patents; trends toward managed care and health care cost containment; governmental laws and regulations affecting health care, including without limitation regarding pharmaceutical product access, pricing and reimbursement; and general economic conditions, such as interest rate and foreign currency exchange rate fluctuations. A further list and description of these and other risks, uncertainties and other matters can be found in our most recent Annual Report on Form 10-K and subsequent Reports on Forms 10-Q and 8-K, all of which are available at [www.sec.gov](http://www.sec.gov) as well as on

our Website at <https://coeptis.investorroom.com/sec-filings>. We assume no obligation to update any forward-looking statements as a result of new information or future events or developments.

### **3. User Obligations**

To use Services, you must be at least 18 years of age.

In using the Services, you agree that you will not:

- impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;
- act in a deceptive or fraudulent manner
- violate or attempt to violate the security of the Services;
- violate any applicable international, federal, state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities;
- include anything in content provided by you that is
  - threatening, deceptive, misleading, unlawful, harassing, discriminatory, libelous, defamatory, obscene; or otherwise offensive,
  - in violation of anyone’s right of privacy, publicity or other rights,
  - in violation of any contractual or fiduciary obligations, or
  - infringing on any intellectual property rights of any person.
- reverse engineer, decompile or disassemble any portion of the Services, or take any information of any other person from the Service.
- Link to or mirror any portion of the Services
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise mining any portion of the Services
- Unduly burden or interfere with the functionality of the Services
- Remove, circumvent, disable, damage or otherwise interfere with security features of the Services

### **4. User Content**

The Services may allow you to submit text and other material (“**User Content**”). You are responsible for your User Content, including its accuracy, legality, reliability, and appropriateness.

By posting User Content on or through the Services, you represent and warrant that:

- you own the User Content and have the right to use the User Content and the right to grant us the rights and license as provided in these Terms;
- the submission of User Content on or through the Services does not violate the privacy rights, publicity rights, contract rights, intellectual property rights or any other rights of any person;
- the submission of User Content does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights, or rights of publicity or privacy, or violates any law or regulation;
- the User Content is not defamatory, constitutes trade libel or product disparagement, or is unlawfully threatening, harassing, or contains hate speech, is not obscene or contains pornography;
- the User Content does not contain and false, inaccurate, or misleading statements or information; and
- the User Content does not contain any computer programming routines such as viruses, Trojan horses, time bombs, or other malicious code or programs that may damage or interfere with the operation of any system, or unlawfully intercept any data or personal information.

You understand and agree that we do not verify or vouch for any User Content and if we determine in our sole discretion that any User Content is inaccurate, was submitted or uploaded without authorization, or otherwise does or may violate these Terms or applicable laws, we reserve the right, at any time, without prior notice and without limiting any and all other rights we may have, at law or in equity, to (a) modify, refuse, or remove the User Content; (b) revoke the applicable user's right to use the Services; and/or (c) use any technological, legal, operational, or other means available to us to enforce the provisions of these Terms, including, without limitation, blocking specific IP addresses or deactivating the applicable user's registration.

By submitting User Content using the Services, you grant us the irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide right and license to use, copy, public perform, modify, reformat, translate, excerpt, display, reproduce, transmit and distribute User Content for any purpose on and in connection with the Services, including in promotions for the Services and other businesses with which we have a commercial relationship. This license includes the right for us to make User Content available to other users of the Services, who may also use User Content subject to these Terms.

## **5. Intellectual Property Rights/Ownership**

Subject to your compliance with these Terms, you may access and use the Services on a computer, tablet device or mobile phone that you own or lawfully control. All materials contained on, in, or available through the Services, including all text, designs, trademarks, logos, audio clips, photographs, images, videos, graphics, data, information, source code, software compilations, and other materials, including the selection and arrangement thereof (“**Content**”) are protected by copyright, trademark, trade dress, patent and other intellectual property laws and may not be copied or imitated in whole or in part by you, unless as explicitly stated under these Terms. All copyrights, trademarks, service marks, trade dress, patent and other intellectual property rights, and all derivative works thereof inherent in or appurtenant to the Content, whether registered or not, are our sole property or the property of our third-party contributors. The Content may also be protected as a collective work or compilation under U.S. copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws. Unless expressly granted herein, all rights in and to the Content is reserved to us and our third-party contributors.

## **6. Disclaimer Regarding Content**

WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF ANY CONTENT AVAILABLE THROUGH THE SERVICES AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON SUCH CONTENT. YOU ARE SOLELY RESPONSIBLE FOR ENSURING ANY INFORMATION YOU RECORD IN THE SERVICES IS ACCURATE AND COMPLETE.

## **7. Limitations**

You may not create, develop, license, install, use, or deploy any third-party software or services to circumvent, enable, modify or provide access, permissions or rights to work around any technical limitations in the Services. You may not copy (except as expressly permitted by these Terms) or publish the Services in whole or in part for others to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify, or create derivative works of the Services, or any updates, or part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included

with the Website, if any). Any attempt to do so is a violation of our rights. If you breach this restriction, you may be subject to prosecution and damages. You may not use the Services in any manner not specifically authorized hereunder or in any way that is against any applicable laws or regulations.

## **8. Comments, Feedbacks and Suggestions**

You acknowledge that any comments, feedback, suggestions, ideas, pictures, video etc. (collectively, “**Feedback**”) disclosed, submitted or offered to Company, shall remain the exclusive property of Company and may be used by Company in any medium and for any purpose without obtaining your specific consent. Company is not under any obligation to maintain your name or Feedback in confidence or to pay to you any compensation for any Feedback submitted, or to respond to any of your Feedback. You agree that you will be solely responsible for the content of any Feedback you make.

## **9. Changes; Service Updates and Limitations**

The Services change frequently, and their form and functionality may change without prior written notice to you. We may provide updates (including automatic updates) for certain Services at our discretion, including without limitation upgrades, modifications, patches, error corrections and patches. Updates may also include removal or addition of certain features or functionalities of the Services. Certain portions may not operate properly if you do not install the Updates.

You acknowledge and agree that the Services may not operate properly if you do not install the Updates and you expressly consent to automatic Updates. You also agree that these Terms will apply to all Updates.

We have no obligation to provide Updates or to continue to provide or enable any particular features or functionality of any portion of the Services. We reserve the right to impose limits on certain Services or restrict your access to all or part of the Services without notice or liability.

## **10. Suspension; Termination**

We may terminate your access to the Services, without notice, for conduct we believe violates these Terms, our policies, or is harmful our business interests.

We also reserve the right to suspend or cease providing the Services, with or without notice, and we shall have no liability or responsibility to you if we do so. This includes without limitation the right to refuse service, remove or edit User Content and Content and/or cancel orders in our sole discretion.

If your access to the Services is terminated, you will remain personally liable for any orders you placed or charges or other liabilities incurred by you prior to such termination.

## **11. Third Party Content**

These Services may contain links to other websites and/or other third-party content. These links are provided solely for your convenience; we do not undertake any obligation to review or monitor any third-party websites linked from or to the Services and do not make any representations or warranties with respect to such third-party websites. If you decide to access a linked third-party website, you do so at your own risk. We shall not be responsible for any information, materials or services obtained on or from such other websites and will not be liable in any respect for any damages arising from your access of such websites. The inclusion of these links does not imply any endorsement, representation or warranty by us with respect to any such website or the content or services contained through such websites. You agree not to link any websites to the Services without our express prior written consent.

## **12. DISCLAIMERS; DISCLAIMERS OF WARRANTIES**

**THIS SERVICES ARE MADE AVAILABLE BY US “AS IS,” WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, UNINTERRUPTED USE, ACCURACY OR RELIABILITY, ARE SPECIFICALLY EXCLUDED AND EXPRESSLY DISCLAIMED. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU ASSUME ALL RISK AS TO THE QUALITY, ACCURACY, SUITABILITY, AVAILABILITY AND PERFORMANCE OF THE SERVICES AND ACKNOWLEDGE THAT THE SERVICES MAY BE CHANGED FROM TIME TO TIME IN OUR SOLE DISCRETION. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS SERVICES OR ANY WEBSITE REFERRED OR LINKED TO HEREIN IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS.**

**CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH IN THESE TERMS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

## **13. Indemnification**

By using the Services, you agree to defend, indemnify and hold us, our affiliates, partners, officers, members, directors and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys’ fees, arising in any way from your use of the Services including without limitation the creation, placement or transmission of any message, information, software or other materials through the Services by you or related to any violation of these Terms by you (collectively, “**Indemnified Matters**”). We shall control the defense of any Indemnified Matters through counsel of our choice.

## **14. Limitation Of Liability**

**IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, BUSINESS INTERRUPTION, OR OTHER INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR CLAIMS (WHETHER IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR CONTENT (INCLUDING, BUT NOT LIMITED TO, USER CONTENT, THIRD PARTY CONTENT, CONTENT OF LINKED THIRD PARTY SITES); OR THE USE OF ANY PRODUCT, OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM US OR FROM EVENTS BEYOND OUR REASONABLE CONTROL, SUCH AS WEBSITE INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE). OUR AGGREGATE LIABILITY TO YOU FOR ANY REASON IS**

**LIMITED TO FIVE HUNDRED DOLLARS (\$500). THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

**THE FOREGOING LIMITATION SHALL INCLUDE, BUT IS NOT LIMITED TO, DAMAGES RELATED TO PERSONAL INJURY; PAIN AND SUFFERING; EMOTIONAL DISTRESS; BUSINESS INTERRUPTION; LOSS OF PROFITS, REVENUE, BUSINESS OR ANTICIPATED SAVINGS, USE, GOODWILL, DATA; AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE) BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORSEEABLE.**

**APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

### **15. Arbitration**

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against us on an individual basis in arbitration as set forth in this Section 15. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else.

You and Company agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Company, and not in a court of law. Such arbitration shall take place in the County of New York, State of New York unless otherwise agreed.

You acknowledge and agree that you and Company are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Company otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding.

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the AAA’s Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect. The parties agree that the arbitrator (“Arbitrator”), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of these Terms, including any claim that all or any part of this Section is void or voidable. Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to

provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties.

#### **16. U.S. Jurisdiction**

The Services are controlled and operated by us from the United States and are not intended to subject Company or its affiliates to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that the Services or any part thereof are appropriate or available for use in any jurisdiction other than the United States.

#### **17. Governing Law**

These Terms shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. You consent to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York, New York County for any action arising out of or relating to these Terms.

#### **18. Entire Agreement**

These Terms and the Privacy Policy constitute the entire agreement between you and us with respect to the use of the Services, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

#### **19. Assignment**

You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under these Terms. We may transfer, assign, sublicense or pledge in any manner whatsoever, any of our rights and obligations under these Terms to a subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

#### **20. Amendment to Terms**

We may update or amend these Terms from time to time. Amendments shall be effective upon posting on the Website. You are responsible for regularly reviewing these Terms. Your continued access and use of the Services following such posting constitutes your consent to be bound by any amended Terms.

#### **21. ACTIONS INDICATING LEGALLY BINDING AGREEMENT**

You acknowledge and agree that by clicking on the button labeled "PURCHASE," "SUBMIT", "PLACE MY ORDER", "I ACCEPT" "I AGREE" or such similar links that indicate your assent by consent as may be designated by Company to accept these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. In addition, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

#### **22. General**

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. In the event that any provision of these Terms is inoperative or unenforceable for any reason, such provision shall be enforced to the maximum extent permitted by law and the invalidity of such

provision shall not affect the enforceability and validity of remaining provisions of the Terms. No independent contractor, partnership, joint venture or employer-employee relationship is intended or created. No action, regardless of form, which arises from or is related in any way whatsoever to these Terms, may be commenced by you more than twelve (12) months after such cause of action accrues. All notices and other communications under the Terms must be in writing and will be deemed to have been duly given when actually received. You may provide notices to us via email to [info@coeptistx.com](mailto:info@coeptistx.com).

If you have any questions regarding these Terms or the Services, please contact us at [info@coeptistx.com](mailto:info@coeptistx.com).