

TERMS AND CONDITIONS

Last Updated: December 10, 2025

Welcome to the Terms of Use (these “**Terms**”) for our website located at headlinetrial.com (the “**Website**”), for Absci Corporation. (“**Company**”, “**we**,” “**our**” or “**us**”).

These Terms govern your use of and access to content and services provided by us in connection with the Website. Please read these Terms carefully, as they include important information about your legal rights.

By using or accessing the Website, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Website.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Website. If you use the Website on behalf of a company or other entity then “**you**” includes you and that entity, and (a) you represent and warrant that you have the authority to bind such entity to these Terms and (b) you agree to these Terms on such entity’s behalf.

1. INFORMATION DISCLAIMER

Information and materials provided via the Website are provided for general informational purposes and on an “AS-IS” basis without any warranty of any kind, including without limitation, any representation or warranty as to its accuracy, completeness, or fitness for any particular purpose or use.

NOTHING IN THE WEBSITE IS INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT AND THEY DO NOT PROVIDE INSTRUCTION ON THE APPROPRIATE USE OF ANY PRODUCT OR THERAPY PRODUCED OR SUPPLIED BY COMPANY. USERS OF THE WEBSITE SHOULD BE AWARE THAT ANY PRODUCTS OR THERAPIES UNDER DEVELOPMENT DESCRIBED IN THE WEBSITE HAVE NOT YET BEEN FOUND SAFE OR EFFECTIVE BY ANY REGULATORY AGENCY AND ARE NOT APPROVED FOR ANY USE OUTSIDE OF CLINICAL TRIALS. NO INFORMATION PROVIDED ON THE WEBSITE SHOULD BE USED IN THE DIAGNOSIS OR TREATMENT OF ANY DISEASE OR HEALTH CONDITION. IF YOU ARE SEEKING MEDICAL ADVICE, YOU ARE URGED TO CONSULT WITH YOUR PHYSICIAN OR OTHER LICENSED HEALTHCARE PROFESSIONAL. IF YOU BELIEVE THAT YOU MAY HAVE A MEDICAL EMERGENCY, YOU SHOULD CONTACT YOUR PHYSICIAN OR CALL 911 IMMEDIATELY.

Never disregard professional medical advice or delay in seeking it because of something you have read on the Website. The Company does not recommend or

endorse any specific therapies, tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information provided by Company, Company employees, or others appearing on the Website is solely at your own risk.

Information and materials included on the Website may be derived from reviews of relevant scientific, medical, and legal literature, from our advisors, and/or from our own research findings and clinical studies, and may reflect interpretations of the authors, advisors and Company personnel. There may always be varying opinions, interpretations, and conclusions reached by others based upon the same, similar, or different research.

WHILE WE ENDEAVOR TO KEEP THE INFORMATION ON THE WEBSITE CURRENT AND CONSISTENT, INFORMATION MAY BECOME OUTDATED OVER TIME, OR SUPERSEDED BY SUBSEQUENT DISCLOSURE. THE WEBSITE MAY INCLUDE TECHNICAL OR OTHER INACCURACIES, INCONSISTENCIES, OR TYPOGRAPHICAL ERRORS. WE ASSUME NO LIABILITY FOR ACCURACY, COMPLETENESS OR USEFULNESS OF THE INFORMATION CONTAINED ON THE WEBSITE. CHANGES MAY BE PERIODICALLY ADDED TO THE INFORMATION AND THESE CHANGES WILL BE INCORPORATED IN NEW EDITIONS OF THE WEBSITE.

2. WHO MAY USE THE WEBSITE

2.1 Minimum Age. You must be 18 years of age or older to use our Website. By accessing or using the Website, you represent and warrant that you meet these requirements.

2.2 Location. Our Website is operated from the United States of America but are generally available for access outside of the United States. We make no representation or warranty that the information on the Website is appropriate or available for use in other locations, and access to our Website from territories where the content of our Website may be illegal is prohibited. Those who choose to access our Website from locations outside the United States do so on their own initiative and are responsible for compliance with applicable local laws.

3. PRIVACY

3.1 Privacy Policy. Our privacy policy describes how we handle the information you provide to us when you use our Website. We encourage you to review our privacy policy.

4. YOUR USE OF THE WEBSITE

4.1 Use of the Website. Subject to your compliance with these Terms, we hereby grant to you a limited right to access and use the Website, and view the content provided to you as part of the Website, for your personal, non-commercial informational purposes only. Except as expressly provided in these Terms, nothing contained in the Website grant or shall be construed as granting a license or other rights to you under any patent, trademark, copyright, or other intellectual property of the Company or any third party.

4.2 Restrictions On Your Use of the Website. You may not do any of the following, unless applicable laws prohibit these restrictions or you have our express written permission to do so:

- (a) exploit the Website for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- (b) download, modify, copy, distribute, transmit, display, perform, reproduce, reverse engineer, publish, license, create derivative works from, or offer for sale any content contained on, or obtained from or through, the Website, including any text, images, audio or video;
- (c) use, reproduce or remove any copyright, trademark, trade names, slogan, logos, images, service marks or other proprietary notations displayed on or through the Website;
- (d) use automation software (bots) or any other unauthorized third-party software designed to attempt to gain unauthorized access to, damage, disrupt or modify the Website or otherwise circumvent any technological measure or consent protections of the Website;
- (e) use any robot, spider, crawlers or other automatic device, process, software or queries that intercept, “mines”, scrapes or otherwise accesses the Website to monitor, extract, copy or collect information or data from or through the Website, or engage in any manual process to do the same;
- (f) introduce any viruses, trojan horses, worms or other malicious materials; or
- (g) use the Website for illegal, harassing, unethical or disruptive purposes or access or use the Website in any way not expressly permitted by these Terms.

5. OWNERSHIP AND CONTENT

5.1 Ownership of the Website and Trademarks. The Website, and the information which it contains, is the property of the Company and its affiliates, 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 this website are trademarks of The Company and its affiliates except as otherwise

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6. DISCLAIMERS

6.1 Disclaimers. Your access to and use of the Website is at your own risk. The Website and any related content, tools, features and functionality offered on the Website are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, we, our affiliates, officers, directors, employees, agents, representatives, and partners (the “**Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Website; (b) any harm to your computer system, loss of data or other harm that results from your access to or use of the Website; (c) the operation or compatibility with any other application or any particular system or device; and (d) whether the Website will be available on an uninterrupted, secure or error-free basis. You understand that we may modify, expand, reduce, suspend, disable or terminate all or any part of the Website at any time or discontinue, change or restrict your use of the Website for any reason without notice.

6.2 THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SUCH AS IN SECTIONS 6.1 AND 7.1. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH IN SECTIONS 6.1 AND 7.1 MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

6.3 YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.

7. LIMITATIONS OF LIABILITY

7.1 TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA

OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE WEBSITE OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE WEBSITE. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR OFFERINGS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. INDEMNIFICATION

By entering into these Terms and accessing or using the Website, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Website; and (d) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

9. SECURITIES LAWS

9.1 Forward-Looking Statements. The Website contain forward-looking statements about the Company's future expectations, plans, prospects, objectives and strategies and the Company's actual results, performance, or achievements may differ materially from those expressed or implied by any forward-looking statements due to a number of known and unknown risks and uncertainties, and other factors, many of which are beyond Company's control. The Company has no obligation to update any forward-looking statements appearing on the Website as a result of new information or future

events. The Company does not intend for any information contained in the Website to be incorporated into or considered to be part of any of Company's filings with the Securities and Exchange Commission.

9.2 No Offers. Nothing contained in the Website constitutes an offer, solicitation or recommendation regarding any security of the Company or any third party.

10. ADDITIONAL PROVISIONS

10.1 Updating These Terms. We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. We will use reasonable efforts to keep information in the Website current and accurate, but make no representations, warranties or assurances as to the accuracy, currency or completeness of the information provided. The Company disclaims any obligation to update the information contained on the Website as new data becomes available, and shall not be liable for any damages or injury resulting from a visitor's ability or inability to access the Website, or from anyone's reliance on any information provided at the Website.

10.2 Jurisdiction; Choice of Law. Absci Corporation maintains the Website from its offices in Vancouver, Washington, United States. The laws of the State of Washington shall govern these Terms of Use, without reference to its choice of law rules. Any action related to these Terms of Use shall be brought only in state or federal courts in the State of Washington. The Company makes no representation that the Website is appropriate or available for access in other locations, and access to the Website from territories where the content of the Website may be illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with applicable laws to such access.

10.3 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to us for which monetary damages would not be an adequate remedy and we shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

10.4 Severability. If any provision of these Terms, in full or in part, shall be unlawful, void or for any reason unenforceable, then that provision, in full or in part, shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

10.5 Miscellaneous. These Terms and the licenses granted hereunder may be assigned by us but may not be assigned by you without our prior express written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Website

is operated by us in the United States. Those who choose to access the Website from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws.

10.7 How to Contact Us. You may contact us regarding the Website or these Terms at 18105 SE Mill Plain Blvd, Vancouver, WA 98683, by phone at (306) 949-1041, or by e-mail at info@absci.com.