

# PyrOjas Inc.

## WEBSITE TERMS OF SERVICE

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Effective Date: February 2026

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Website: [hitebio.com](https://hitebio.com)

### 1. Acceptance of Terms

Welcome to hitebio.com, a website operated by PyrOjas Inc. (“PyrOjas,” “Company,” “we,” “us,” or “our”). These Terms of Service (“Terms,” “Agreement”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and PyrOjas Inc. governing your access to and use of the Website located at hitebio.com, including any subdomains, mobile applications, and related services (collectively, the “Website” or “Services”).

**BY ACCESSING, BROWSING, OR USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND OUR PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE USE OF THIS WEBSITE.**

#### 1.1 Eligibility

By using this Website, you represent and warrant that:

- You are at least eighteen (18) years of age or the age of majority in your jurisdiction;
- You have the legal capacity to enter into binding contracts;
- You are accessing the Website for legitimate research, scientific, educational, or business purposes;
- If acting on behalf of an organization, you have the authority to bind that organization to these Terms;
- Your use of the Website does not violate any applicable law, regulation, or these Terms.

#### 1.2 Modifications to Terms

PyrOjas reserves the right to modify, amend, or update these Terms at any time in its sole discretion. Any changes will be effective immediately upon posting to the Website with an updated “Effective Date.” Your continued use of the Website following such modifications constitutes your acceptance of the revised Terms.

### 2. Definitions

For purposes of these Terms, the following definitions apply:

<b>“Account”</b>	A registered user account created on the Website to access certain features and services.
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“Content”	All text, images, data, graphics, software, audio, video, and other materials available on or through the Website.
“HiTE™”	High-Efficiency Transduction Enhancer, PyrOjas’s proprietary transduction enhancement technology and related products.
“Intellectual Property”	All patents, trademarks, copyrights, trade secrets, and other proprietary rights owned by or licensed to PyrOjas.
“Order”	A purchase request submitted through the Website for Products.
“Products”	Research reagents, materials, and related items offered for sale on the Website, including but not limited to HiTE™ products.
“RUO” / “Research Use Only”	Products designated exclusively for research applications and not intended for diagnostic, therapeutic, or clinical use in humans or animals.
“User Data”	Information provided by you in connection with your use of the Website, including account information and order details.

### 3. Research Use Only (RUO) Products

**IMPORTANT — PLEASE READ THIS SECTION CAREFULLY. THIS SECTION CONTAINS CRITICAL LIMITATIONS ON THE USE OF OUR PRODUCTS.**

#### 3.1 RUO Designation

All Products sold through this Website are designated For Research Use Only (RUO). This designation means the Products:

- Are intended solely for research, scientific investigation, and educational purposes in controlled laboratory settings;
- Have NOT been validated, approved, or cleared by the U.S. Food and Drug Administration (FDA), European Medicines Agency (EMA), or any other regulatory authority for diagnostic, therapeutic, prognostic, or clinical use;
- Are NOT intended for use in the diagnosis, treatment, mitigation, cure, or prevention of any disease or medical condition in humans or animals;
- Are NOT intended for use in clinical laboratory testing, patient screening, or any procedure that directly or indirectly informs clinical decision-making;
- Must NOT be administered to humans or animals under any circumstances;
- Are NOT a drug, biologic, medical device, or combination product as defined under applicable regulations.

#### 3.2 Prohibited Uses

You agree that you will NOT use or permit the use of any Product:

- In any diagnostic, therapeutic, prognostic, or clinical procedure on humans or animals;
- In any clinical trial or clinical investigation without independent regulatory approval and without PyrOjas’s prior written consent;
- In the manufacture or production of any product intended for administration to humans or animals (unless pursuant to a separate GMP supply agreement with PyrOjas);

- In any manner inconsistent with the RUO designation or the product labeling, documentation, and instructions provided by PyrOjas;
- In any manner that violates applicable local, state, national, or international laws and regulations;
- For quality control testing of clinical-grade products without a separate written agreement.

### 3.3 User Responsibility and Assumption of Risk

**YOU ACKNOWLEDGE AND AGREE THAT: (A) THE PRODUCTS ARE EXPERIMENTAL RESEARCH REAGENTS INTENDED SOLELY FOR USE BY QUALIFIED RESEARCH PROFESSIONALS IN CONTROLLED LABORATORY ENVIRONMENTS; (B) YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF ANY PRODUCT FOR YOUR INTENDED USE AND FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, AND INSTITUTIONAL POLICIES; (C) YOU ASSUME ALL RISK AND LIABILITY FOR THE USE, HANDLING, STORAGE, AND DISPOSAL OF THE PRODUCTS; (D) PYROJAS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SAFETY, EFFICACY, OR SUITABILITY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE; AND (E) ANY USE OF THE PRODUCTS OUTSIDE THE SCOPE OF THE RUO DESIGNATION IS AT YOUR SOLE RISK AND MAY VIOLATE APPLICABLE LAW.**

You are responsible for obtaining all necessary institutional approvals (including Institutional Review Board, Institutional Biosafety Committee, and any other required approvals) before using the Products in your research.

### 3.4 Regulatory Compliance

PyrOjas manufactures, labels, and markets its Products in compliance with applicable RUO regulations, including but not limited to 21 CFR 809.10(c)(2)(i). PyrOjas does not make any claims regarding the diagnostic, therapeutic, or clinical utility of its Products. Any published performance data is provided solely for informational purposes to support research applications and does not constitute a claim of clinical performance.

## 4. Account Registration and Security

To access certain features of the Website, including placing Orders, you may be required to create an Account. You agree to provide accurate, current, and complete information during registration and to keep your Account information updated. You are solely responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your Account.

PyrOjas reserves the right to suspend or terminate any Account at any time, for any reason, including but not limited to violation of these Terms, suspected fraudulent activity, or inactivity, without prior notice or liability.

## 5. Ordering, Pricing, and Payment

### 5.1 Order Acceptance

All Orders placed through the Website are subject to acceptance by PyrOjas. We reserve the right to refuse or cancel any Order for any reason, including but not limited to product availability, pricing errors, suspected fraud, or suspected violation of these Terms. An Order is not accepted until PyrOjas sends a written confirmation.

## 5.2 Pricing

All prices displayed on the Website are in U.S. Dollars (USD) unless otherwise stated and are exclusive of applicable taxes, shipping, and handling charges. PyrOjas reserves the right to change prices at any time without prior notice. Prices in effect at the time of Order confirmation will apply.

## 5.3 Payment

Payment is processed through our third-party payment processor (e.g., Stripe). By providing payment information, you represent that you are authorized to use the payment method. PyrOjas does not store full credit card numbers. All payment processing is subject to the terms and policies of the payment processor.

## 5.4 Taxes

You are responsible for all applicable sales taxes, use taxes, value-added taxes (VAT), import duties, and any other taxes or governmental charges associated with your Order. PyrOjas will collect applicable taxes where required by law.

## 6. Shipping and Delivery

PyrOjas ships Products to addresses within the United States and select international destinations. Shipping costs are calculated at checkout based on destination, weight, and selected shipping method. Delivery times are estimates only and are not guaranteed. PyrOjas is not liable for delays caused by carriers, customs, weather, or other events beyond our reasonable control.

Risk of loss and title to Products pass to you upon delivery to the carrier. You are responsible for inspecting Products upon receipt and reporting any damage or discrepancies within 48 hours of delivery.

## 7. Return and Refund Policy

### 7.1 General Policy

Due to the nature of research reagents and biological materials, all sales are final. Products may not be returned once shipped unless they are defective, damaged during transit, or materially different from what was ordered.

### 7.2 Defective Products

If you believe a Product is defective, you must notify PyrOjas within fourteen (14) days of receipt by emailing [support@hitebio.com](mailto:support@hitebio.com) with your Order number, a description of the issue, and supporting documentation (photographs, data, etc.). PyrOjas will evaluate the claim and, at its

sole discretion, may offer a replacement, store credit, or refund of the purchase price (excluding shipping costs).

### 7.3 Limitation

**IN NO EVENT SHALL PYROJAS'S LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE PAID FOR THAT SPECIFIC PRODUCT. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.**

## 8. Intellectual Property Rights

### 8.1 Ownership

All Content on the Website, including but not limited to text, graphics, logos, images, software, protocols, data sheets, white papers, and the underlying technology, is the exclusive property of PyrOjas Inc. or its licensors and is protected by United States and international intellectual property laws. HiTE™ is a trademark of PyrOjas Inc.

### 8.2 Limited License

PyrOjas grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for its intended purposes. This license does not include the right to modify, reproduce, distribute, create derivative works from, publicly display, or commercially exploit any Content without PyrOjas's prior written consent.

### 8.3 Patent Rights

PyrOjas's Products are covered by pending and/or issued patents. The purchase of Products does not grant any license under PyrOjas's patent rights, except the limited right to use the purchased Products for internal research purposes in accordance with these Terms and the RUO designation. Any commercial use, sublicensing, or redistribution requires a separate written license agreement.

### 8.4 Restrictions

You agree not to:

- Reverse engineer, decompile, or otherwise attempt to derive the composition, formulation, or manufacturing process of any Product;
- Remove, alter, or obscure any proprietary notices, labels, or markings on Products or packaging;
- Use PyrOjas's trademarks, trade names, or logos without prior written consent;
- Resell, redistribute, or transfer Products to third parties without PyrOjas's prior written approval;
- Use any Content for competitive analysis, benchmarking, or development of competing products without authorization.

## 9. Disclaimer of Warranties and Limitation of Liability

## 9.1 Disclaimer of Warranties

**THE WEBSITE, SERVICES, CONTENT, AND PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PYROJAS INC. EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:**

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;
- WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE;
- WARRANTIES THAT THE PRODUCTS WILL ACHIEVE ANY SPECIFIC RESEARCH RESULTS, TRANSDUCTION EFFICIENCIES, OR PERFORMANCE METRICS;
- WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF ANY CONTENT, DATA, OR INFORMATION PROVIDED ON THE WEBSITE;
- WARRANTIES THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- WARRANTIES REGARDING THE SUITABILITY, SAFETY, OR EFFICACY OF ANY PRODUCT FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO ANY DIAGNOSTIC, THERAPEUTIC, OR CLINICAL APPLICATION.

Any performance data, technical specifications, application notes, or research data published on the Website or in associated documentation is provided for informational purposes only and does not constitute a warranty or guarantee of results. Actual results may vary depending on experimental conditions, cell types, protocols, reagent lots, and other variables.

## 9.2 Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PYROJAS INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PYROJAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES:**

- ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;
- ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS;
- ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
- ANY LOSS OR DAMAGE ARISING FROM YOUR USE OF OR RELIANCE ON THE PRODUCTS, WEBSITE, OR CONTENT;
- ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM YOUR ACCESS TO OR USE OF THE PRODUCTS;
- ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA OR TRANSMISSIONS;

- ANY FAILED RESEARCH RESULTS, EXPERIMENTS, OR OUTCOMES;
- ANY REGULATORY ACTIONS, FINES, PENALTIES, OR LIABILITIES ARISING FROM YOUR USE OF THE PRODUCTS OUTSIDE THE SCOPE OF THE RUO DESIGNATION.

### 9.3 Aggregate Liability Cap

**TO THE FULLEST EXTENT PERMITTED BY LAW, PYROJAS'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, THE WEBSITE, OR THE PRODUCTS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU HAVE PAID TO PYROJAS FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).**

### 9.4 Essential Basis of the Bargain

You acknowledge and agree that PyrOjas has set its prices and entered into these Terms in reliance upon the limitations of liability and the disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Section will survive and apply even if found to have failed of their essential purpose.

### 9.5 Applicability

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such jurisdictions, the above limitations and exclusions shall apply to the fullest extent permitted by law. Nothing in these Terms shall exclude or limit liability that cannot be excluded or limited under applicable law.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless PyrOjas Inc., and its officers, directors, employees, agents, affiliates, successors, assigns, licensors, and service providers (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- Your use or misuse of the Website, Services, or Products;
- Your violation of these Terms or any applicable law, regulation, or third-party right;
- Your use of the Products for any purpose other than bona fide research in accordance with the RUO designation;
- Any claim that your use of the Products caused personal injury, property damage, or other harm to any person or entity;
- Any regulatory action, investigation, or proceeding arising from your use of the Products;
- Your negligence, willful misconduct, or breach of any representation or warranty hereunder;
- Any dispute between you and any third party related to the Products.

PyrOjas reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with PyrOjas in asserting any available defenses.

## 11. Governing Law and Jurisdiction

### 11.1 Governing Law

These Terms of Service and any dispute arising out of or related to these Terms or the Website shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to its conflict of law provisions.

### 11.2 Jurisdiction and Venue

You agree that any legal action or proceeding arising out of or related to these Terms or the Website shall be brought exclusively in the state or federal courts located in New York County, New York. You hereby consent to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum.

### 11.3 Waiver of Jury Trial

**TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND PYROJAS EACH WAIVE THE RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE WEBSITE.**

## 12. Dispute Resolution

### 12.1 Informal Resolution

Before initiating any formal legal action, you agree to first contact PyrOjas at [legal@hitebio.com](mailto:legal@hitebio.com) to attempt to resolve any dispute informally. The parties shall attempt in good faith to resolve any dispute through negotiation within sixty (60) days of the initial notice.

### 12.2 Binding Arbitration

If informal resolution is unsuccessful, any dispute arising out of or relating to these Terms shall be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in New York, New York, before a single arbitrator. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

### 12.3 Class Action Waiver

**YOU AND PYROJAS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.**

### 12.4 Exceptions

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidential information.

## **13. Privacy and Data Protection**

Your privacy is important to us. Our collection, use, and disclosure of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference and available at [hitebio.com/privacy](https://hitebio.com/privacy). By using the Website, you consent to the collection and use of your information as described in the Privacy Policy.

### **13.1 Communications**

By creating an Account or placing an Order, you consent to receive electronic communications from PyrOjas, including order confirmations and shipping notifications, account-related notices and security alerts, product updates and technical bulletins, and marketing communications (from which you may opt out at any time).

## **14. Export Compliance**

You agree to comply with all applicable U.S. and international export control laws and regulations, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce. You represent and warrant that you will not export, re-export, or transfer any Products in violation of applicable export control laws, and that you are not located in, or a national or resident of, any country subject to U.S. sanctions or embargoes.

## **15. General Provisions**

### **15.1 Entire Agreement**

These Terms, together with the Privacy Policy and any additional terms to which you agree when using particular elements of the Website, constitute the entire agreement between you and PyrOjas regarding the use of the Website and supersede all prior agreements and understandings.

### **15.2 Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

### **15.3 Waiver**

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term. PyrOjas's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

### **15.4 Assignment**

You may not assign or transfer these Terms or any rights hereunder without PyrOjas’s prior written consent. PyrOjas may assign these Terms without restriction. Any attempted assignment in violation of this section shall be null and void.

### 15.5 Force Majeure

PyrOjas shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemic, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

### 15.6 No Third-Party Beneficiaries

These Terms are for the benefit of the parties hereto and do not confer any third-party beneficiary rights upon any other person or entity.

### 15.7 Survival

The following sections shall survive any termination of these Terms: Sections 3 (RUO Products), 8 (Intellectual Property), 9 (Disclaimer and Limitation of Liability), 10 (Indemnification), 11 (Governing Law), 12 (Dispute Resolution), 14 (Export Compliance), and 15 (General Provisions).

## 16. Contact Information

If you have any questions or concerns regarding these Terms of Service, please contact us:

<b>Company</b>	PyrOjas Inc.
<b>Address</b>	45-18 Court Square W, Floor 6, Long Island City, NY 11101
<b>Legal Email</b>	support@hitebio.com
<b>Support Email</b>	support@hitebio.com
<b>General Email</b>	support@hitebio.com
<b>Website</b>	hitebio.com

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