

Terms of Service

TERMS OF USE

1. Terms of Use

These Terms of Use ("Terms") govern your access and use of the DxTerity, SafeWorkDx, and/or Covid-19 Testing websites (the "Sites" or "Site"), any other website owned and operated by DxTerity, and the associated laboratory testing services (the "Service") provided by DxTerity Diagnostics Corporation ("DxTerity", "we" or "us"). You must read these Terms before accessing the Sites or Service, as your use of the Sites or Service is an acceptance of these Terms. Certain features, pages, or content within the Sites may contain supplemental terms of use, to which you must agree in order to use the Sites and Service. Our Privacy Statement governing access to and use of Sites and Service operated by DxTerity are a part of the Terms and are incorporated by reference (collectively, this "Agreement"). YOU AGREE TO BE BOUND BY THIS AGREEMENT WHEN YOU CLICK "I AGREE" AND/OR CONTINUE TO ACCESS OR USE THE SITE AND SERVICES. IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE SITE. Our Sites and Service are not directed to children under 18. If using the Site or Service on behalf of a child, you confirm that you are the parent or legal guardian of the individual using the Service (the "Minor") and consent to provide the information on behalf of the Minor.

PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15. IT AFFECTS HOW DISPUTES ARE RESOLVED.

2. Description of the Site

Information provided to you through the Site should not be regarded as medical or health care advice or treatment. We do not directly or indirectly practice medicine, render medical advice, or dispense medical services. We partner with certain physicians or other qualified health care provider ("HCPs") to assist us in offering the Services, and you authorize us to share your personal and health information to fulfill our obligations to you under this Agreement. Any Fact Sheets and Frequently Asked Questions have been developed under regulatory guidance from the FDA and our Medical Director. You are encouraged to seek the advice of your physician or other qualified health care provider with any questions you may have regarding interpretation of your laboratory test results, a medical condition, or other health related issues. In the case of a health emergency, do not use the Sites and Services and seek immediate assistance from emergency personnel. Never

delay obtaining medical advice or disregard medical advice because of information you accessed on or through the Site or Services.

3. Description of the Testing Services

The Service includes the performance of laboratory test(s) at a CLIA-certified laboratory. All laboratory tests will require collection of biological materials that you provide ("Samples") and the test results will be shared pursuant to your consent or authorization, as described more fully in the Informed Consent which you must agree to in order to access the Services. The collection method may vary depending on the specific test ordered and may include self-collection of a specimen at home or collection by, or under the supervision of, trained personnel. Your and health information will be stored securely and in accordance with applicable law. All kit samples must be processed within 90 Days of purchase.

Retesting Policy.

We may be unable to process your Sample on our first attempt, which may be either due to an issue with the submitted sample or with our laboratory process. If this is the case, we will send you a second sample collection kit to process your sample again at no charge to you. However, if we are unable to process your sample because of your acts or omissions or a violation of these Terms, a fee may apply to receive a second sample collection kit for testing.

4. Access to the Site

To obtain access to the Service, you are required to become a registered user by completing an online form and establishing a unique user ID and password. When registering, you must provide true, accurate, and complete information about yourself as requested. Such information must include, but is not limited to, your name, gender, date of birth, race, ethnicity, address, phone number, and email address. You are responsible to maintain and promptly update your registration data to keep it true, accurate, and complete. You must keep your account and passwords confidential and may not authorize any third party to access or use the Sites and Service on your behalf. You may not use anyone else's account at any time, with or without the permission of the account holder. You must immediately notify DxTerity if you suspect misuse of your account or believe your account credentials may have been compromised. To the extent permitted by applicable law, DxTerity will not be liable for any loss that you may incur if someone else uses your password or account, either with or without your knowledge. With the exception of the Service, you

are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Service, as well as Internet services via the Internet service provider of your choice and any wireless services you require (the "Connections"). This responsibility includes, without limitation, your utilizing current versions of web-browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software.

By accepting this Agreement, **you confirm that you are a resident of the United States and are at least 18 years of age.** You warrant and represent that all of the information you provide is correct including your state of residence, and that you are using the Sites and Service for yourself and agree not to use the Site to initiate a laboratory test request for another person, unless you are using the Services on behalf of a Minor and you are the parent or legal guardian of that individual. You agree not to resell the Service provided hereunder. By initiating testing through the Site, you are requesting that results be reported directly to you. You agree to comply with this Agreement, the Terms, all applicable laws, and other applicable DxTerity policies, practices, and notices provided or referenced herein at all times when using the Sites. DxTerity retains the right to block or otherwise prevent delivery of any type of e-mail or other communication to or from the Sites or Service as part of our efforts to protect the Sites, the Service, and our patients, or stop you from breaching this Agreement.

5. Electronic Communications

Emails that we send to you may be unencrypted and may contain personal information, including health information, and you agree that we may send these emails to you unless you choose to unsubscribe from emails at any time. As part of using the Service, you agree to receive all agreements, notices, disclosures, and other communications that we provide to you in electronic form, including all communications that we are required by law or this Agreement to provide to you. You also acknowledge that receipt of these communications in electronic form satisfies any legal requirement that the communications be in writing. Your consent to receive electronic notices, disclosures, and other communications applies to any notice or other information that we provide in connection with your registration and all communications relating to your access to and use of the Service.

WHEN YOU CONTACT US BY EMAIL OR TEXT, WE HAVE NO WAY OF PROTECTING YOUR INFORMATION UNTIL IT REACHES US SINCE EMAIL AND TEXT MESSAGING AND THE COMMUNICATION LINES SUCH COMMUNICATIONS TRAVEL OVER DO NOT HAVE THE SECURITY FEATURES THAT ARE BUILT INTO OUR SERVICES AND MAY NOT BE SECURE. BY SENDING ANY INFORMATION TO US VIA EMAIL OR TEXT OR AGREEING TO RECEIVE

ELECTRONIC COMMUNICATIONS FROM US THROUGH EMAIL OR TEXT, YOU ACKNOWLEDGE AND ACCEPT ANY RISK AND DAMAGE ARISING FROM DISCLOSURE OF SUCH INFORMATION IN THE COURSE OF TRANSMISSION.

6. Changes to These Terms and Site

From time to time, we may update and post revisions these Terms for any reason at our discretion. Any changes will be effective immediately upon the posting of the revised Terms or after any notice period required by law, whichever is later. We encourage you to review this page periodically for the latest information. These Terms were updated as of the date listed below. If we change or replace these Terms, we will notify you by posting on the Sites with a revised date. By continuing to use or access the Services after any changes come into effect, you agree to be bound by the updated Agreements. If you disagree with these Terms, your sole remedy is to discontinue your use of the Sites and Service. Any continued use of the Sites and Service by you shall constitute acceptance of the changes. We reserve the right to change or add features to or delete features from the Site at any time, without notice to you.

7. Reporting of Test Results to Local, State and/or Federal Authorities

You acknowledge and accept that DxTerity, your employer, and/or the ordering Provider, may be compelled by law or regulation to report your laboratory result for certain communicable diseases to the local, state, or federal health authority. For example, the testing laboratory and ordering physician are required to report test results (positive or negative) for Covid-19 to local or state health departments with additional demographic information (e.g., test recipient's age, race, ethnicity).

8. Security and Confidentiality

DxTerity has implemented industry-standard security controls, including encryption and access limitations. You understand and acknowledge, however, that no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Moreover, when you transmit information via the Internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us. If we learn of suspicious activity involving a user account or user data, DxTerity has the right to immediately suspend access or terminate a user account.

9. No Warranty

DxTerity makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through the Sites or Service. Although we make reasonable efforts to include accurate and up-to-date materials, any information presented in the Sites or Service as of a particular date may only be accurate as of such date and DxTerity disclaims any responsibility to update such information. You are responsible for verifying any information before relying on it. DxTerity makes no representations or warranties that use of the Service will be uninterrupted or error-free. The information on this SERVICE is provided solely on an "AS IS" and "AS AVAILABLE" basis, without warranty of any kind.

DXTERITY HEREBY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION IN THIS SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL, WRITTEN, OR IN OTHER FORM ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DXTERITY MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THIRD-PARTY SERVICE PROVIDERS.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

10. Limitation of Liability

DXTERITY SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN THAT IS BASED ON THE INFORMATION PRESENTED IN THE SERVICE. DXTERITY EXPRESSLY DISCLAIMS ANY LIABILITY,

WHETHER BASED IN CONTRACT, WAGE AND HOUR LAW, EMPLOYMENT LAW, DISCRIMINATION, TORT, STRICT LIABILITY, OR OTHERWISE, AND UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITES AND SERVICE, EVEN IF DXTERITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE SITES AND SERVICE, THE INABILITY TO USE THE SITES AND SERVICE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SERVICE. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES AND SERVICE. ALL DECISIONS ON ELIGIBILITY OF ENTERING A WORKPLACE ARE MADE BY THE EMPLOYER OR OWNER OF THE PROPERTY, DXTERITY EXPRESSLY DISCLAIMS ANY LIABILITY HEREIN.

DxTernity will not be responsible or liable for any delay or non-performance of the Service or any of the obligations hereunder to the extent caused by reasons beyond its control, including, without limitation, any governmental action, public health emergency, fire, flood, natural disaster, riot, civil commotion, plant breakdown, power outage, computer or other equipment failure or non-delivery or delays in performance by any third-party service providers or delivery by any vendors or suppliers of goods or services utilized in the performance of the Service.

11. Indemnification

You agree to indemnify and hold DxTernity and its affiliates, directors, officers, employees, agents, representatives, and contractors harmless from and against any and all claims, damages, losses, costs (including, without limitation, reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; or (ii) your act or omissions with respect to access to and use of the Sites and Service.

12. Prohibited Conduct and Acceptable Use

In using this Site or Service, you shall not, and shall not permit any third party to, do or attempt to do any of the following:

- Attempt to gain unauthorized access to any portion or feature of the Sites or Service;
- Probe, scan, or test the vulnerability of the Sites and Service or any network connected to the Sites and Service;

- Use any device, software, or routine to interfere with the proper working of the Sites and Service or with any other person's use of the Sites and Service;
- Impersonate a person or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to DxTerity on or through the Sites or Service;
- Use the Sites or Service to disclose or obtain another person's personal information, or collect information about users of the Sites or Service;
- Use any automated system, such as, but not limited to, "robots," "spiders," "page scrape," or "offline readers," that access the Sites or Service in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Download, install, possess, reverse engineer, decompile, disassemble, or derive or discover source code, in whole or in part, in any way; or use any methods, applications, techniques, or efforts related to for benchmarking or to develop functionally similar software, workflows, design, or functionalities; or modify, alter, integrate, or combine with any other software or services not provided or approved by DxTerity;
- Transmit or otherwise make available any virus, worm, spyware, or any other computer code, or file that may or is intended to damage, disable, overburden, impair or hijack the operation of any hardware, software, or telecommunications equipment related to the Sites or Service;
- Use the Sites or Service in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact DxTerity;
- Market, sell, transfer, or otherwise make available to any other person or entity any data collected from, or derived from data collected from, the Sites or Service, for any commercial, political, market surveying or other purpose, whether in aggregated or bulk form or otherwise;
- Upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, gender identity, or any other statutorily protected status; or
- Violate any applicable laws or regulations or these Terms.

We reserve the right to edit, suspend, or remove any account or user content from the Sites and Service at any time for any reason or for no reason at all and without notice to you. We also reserve the right to access, read, preserve, and disclose any information that we reasonable believe is necessary (i) to satisfy any applicable law, regulation, legal process, or governmental request; (ii) to enforce these Terms, including investigation of potential violations; (iii) to detect, prevent, or otherwise address fraud, security or technical issues; (iv) to respond to user support requests; or (v) to protect the rights, property, or safety of our company, our users, or the public.

13. Intellectual Property

All information, communications, software, photos, text, video, graphics, music, sounds, images, and other materials in this Service (collectively, "Content") are the property of DxTerity, unless otherwise indicated, and are protected by copyright, trademark, and other intellectual property laws. DxTerity enforces its intellectual property rights to the fullest extent permitted by law. The Content in the Sites and Service may not be distributed, downloaded, modified, reused, reposted, or otherwise used by you for any reason not expressly permitted under this Agreement, except that you may view, use, and download a single copy of the Sites and Service for your informational, noncommercial use. Except as provided herein, no Content in this Service may be copied, downloaded, or stored in a retrieval system for any other purpose, nor may you redistribute the Content, incorporate the Content into your own site or written materials, or create derivative works for any purpose, without the prior written permission of DxTerity. Except for your rights to the Sites and Service you purchase or access (in accordance with these Terms), no other right, title or interest in or to the Sites or Service or any content on the Sites or Service is transferred to you. DxTerity reserves all rights not expressly granted. You must abide by all copyright notices, information, or restrictions contained in or attached to any Sites or Service and any related Content, and you must at all times comply with any additional restrictions in any other services agreement including the Privacy Policy. If you provide DxTerity with any suggestions, recommendations, or other feedback regarding the Services ("Feedback"), you agree that DxTerity may freely use and exploit such Feedback in any way and for any purpose. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. The DxTerity icon is a trademark of DxTerity as well as DxCollect and DxDirect. You must not use this trademark without the prior written permission of DxTerity. All other names, logos, product, and service names designs and slogans on the Site are the trademarks of their respective owners.

14. Digital Millennium Copyright Act Policy

If you have evidence, know, or have a good-faith belief that your rights or the rights of a third party have been violated, and you want us to remove, edit, or disable the material in question, you must provide us with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an email address at which you may be contacted; (e) a

statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to our designated agent at:

Attn: Copyright Agent
19500 South Rancho Way Suite 116
Rancho Dominguez, CA 90220

15. Governing Law & Venue

You agree that any dispute relating to this Service will be resolved according to the laws of the State of California, without regard to conflict of law rules. You agree that the courts of the State of California have exclusive jurisdiction over any legal proceedings arising out of or related to your use of the Service.

16. Dispute Resolution

If a dispute arises between you and DxTerity, you agree to first contact Customer Service or homesupport@daxterity.com to seek a resolution. If we are not able to resolve the issue, then except for disputes relating to the infringement or other misuse of intellectual property rights: Such dispute will be resolved through binding arbitration rather than in court. This arbitration will be administered by the American Arbitration Association ("AAA"). Such arbitration will follow the rules of the AAA ("AAA Rules"), as modified by these Terms. The arbitration will be conducted in the English language. Any arbitration hearing will be held in Los Angeles County, California. If the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as set forth in the Federal Rules of Civil Procedure Rule 11), then the AAA Rules will apply regarding payment of arbitration costs. The AAA Rules and fees are available online at www.adr.org or can be obtained by calling the AAA at 1-800-778-7879. You and DxTerity both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights. You and DxTerity 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, consolidated or representative proceeding. Further, unless both you and DxTerity agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this Section 21 is found to be unenforceable, then this

Section 21 will be null and void. In such case, you and DxTerity agree that the exclusive jurisdiction and venue described in Section 24 will govern any action arising out of or related to these Terms.

17. Payment

Unless payment in full has been arranged in advance on your behalf through your employer or other third party, the Service may be available only if certain fees (collectively, "Fees") are paid by you in advance. All sales are final except for any test requests that are not approved by the reviewing HCP. You are responsible for any tax, duty, custom or other fee imposed on the Service by any federal, state, local or foreign government authority. We reserve the right to accept, refuse or cancel any orders placed through the Service, without liability or justification. For all purchases (including purchasing the Service) a valid payment card number, expiration date, and card security code. If we are unable to charge the full cost of your purchase to the payment card you provide, we may cancel your order or request an alternate form of payment. DxTerity's designated payment processor will collect your payment information and related personal information for its use in processing your payment for the products or services ordered by you. You are solely responsible for all charges and applicable fees (including delivery charges, state taxes and any fees assessed by your bank) associated with your order beyond what is described in the online payment. Refund Policy. The following policy applies to purchases made through DxTerity online purchases. All Sales are final, and we cannot accept returns of unused kits. If you do not wish to proceed with testing, we ask that you dispose of your kit(s). Any time within 90 days of purchase, you may collect your Sample and process your test. If you do not receive your kit, or the kit arrives damaged or is missing components, you may request a replacement kit or a full refund by contacting homesupport@dxterity.com.

18. Waiver and Severability

No waiver of these Terms by DxTerity shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Any failure of DxTerity to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

19. Termination

The Terms will continue to apply until terminated by either you or DxTerity as set out in this Section. If you want to terminate your legal agreement with DxTerity, you may do so by submitting a request to homesupport@dxterity.com to delete your account. Once you submit your request, we will send

an email to the email address linked to your DxTerity account asking you to confirm your request. Upon receiving your confirmation, we will process your request to delete your data, and you will no longer be able to sign-in to your account. Note, some testing information will be retained by DxTerity in conjunction with laboratory testing regulatory requirements. DxTerity may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if:

- (1) you have breached any provision of the Terms (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the Terms);
- (2) DxTerity is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful);
- (3) the partner or employer with whom DxTerity offered the Services to you has terminated its relationship with DxTerity or ceased to offer the Services to you;
- (4) DxTerity is transitioning to no longer providing the Services to users in the state in which you reside or from which you use the Services; or
- (5) the provision of the Services to you by DxTerity is, in DxTerity's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that DxTerity shall not be liable to you or any third party for any termination of your access to the Services. When the Terms come to an end, all of the legal rights, obligations, and liabilities that you and DxTerity have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation and may survive indefinitely.

20. Miscellaneous

Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between us and you regarding its subject matter, and supersedes all prior promises, agreements, or representations, whether written or oral, regarding such subject matter. You or your employer may have agreed to other agreements or terms and conditions in conjunction with the Service with DxTerity. To the extent there are conflicts between this Agreement and other agreements related to the Service available through the Sites, the other agreement shall prevail if in writing and mutually agreed to by DxTerity. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate this Agreement (including any rights or obligations hereunder), including to any purchaser of our business, from time to time in our sole discretion. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. You agree that the electronic text of this Agreement constitutes a

writing and your acceptance of the terms and conditions hereof constitutes a "signing" for all purposes.

21. Privacy Policy

Additional terms in relation to our privacy policy are available at www.dexterity.com.