

## ACCUTEST-19.Net Terms of Use

The website located at <https://www.accutest-19.net> is a copyrighted work belonging to LifeBrite Laboratories, LLC (“LifeBrite”). Certain features of this Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such terms, guidelines, and rules are incorporated by reference into these Terms. Nothing in these terms shall be construed to supplant or abrogate any term or condition on LifeBrite’s main website ([www.lifebritelabs.com](http://www.lifebritelabs.com)).

THESE TERMS OF USE (the “Terms”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE AND ANY APPLICATIONS, INCLUDING MOBILE APPLICATIONS OR OTHER SERVICES (THE “SERVICE”). BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS (ON YOUR BEHALF OR ON BEHALF OF THE ENTITY YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE OR SERVICE. These terms apply to all visitors, users, and others who access the Service (“you”).

1. Introduction. Thank you for your interest in LifeBrite Laboratories, LLC’s ACCUTEST-19.Net campaign (“LifeBrite,” “ACCUTEST-19,” “Accutest,” “we,” or “us”). Depending on the Service(s) you have selected, additional terms and conditions may apply. LifeBrite will only perform a clinical Test if it has been ordered by an authorized healthcare provider, and we have received a properly completed order form and biological sample meeting our acceptance criteria. Your use of any LifeBrite Test is subject to your agreement to LifeBrite’s Informed Consent (“Informed Consent”), and Privacy Policy (“Privacy Policy”) at [https://accutest-19.net/LifeBrite\\_PrivacyPolicy.pdf](https://accutest-19.net/LifeBrite_PrivacyPolicy.pdf).

### 2. Eligibility

You must be at least eighteen (18) years of age to access the Site. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least eighteen (18) years of age;; (ii) your creation of a LifeBrite account and your use of the Service is in compliance with any and all applicable laws and regulations; and (iii) you have reviewed and agree to the applicable Informed Consent, Privacy Policy (Privacy Policy), these Terms of Service, and any other applicable Service Terms.

### 3. Healthcare Providers Acting on Behalf of Their Patients

If you are a healthcare provider obtaining a patient sample or submitting an order for your patient, you represent and warrant that: (i) you are authorized in your jurisdiction to order the Test on behalf of your patient; (ii) you have advised your patient of the benefits, risks, capabilities, and limitations of the Test(s) and Service; (iii) you have obtained consent from your patient to share patient health information with LifeBrite, as required under the Health Insurance

Portability and Accountability Act of 1996, as amended, and any other applicable data privacy requirements;; and (iv) you will notify LifeBrite of any changes in patient information and consent status (e.g., changes in consent regarding sample storage or participation in optional research).

4. Accounts and Activation will be done on our website <https://www.accutest-19.net>

#### 5. Additional Service Terms

Your use of the Services may be subject to additional terms, policies, rules or guidelines applicable to a particular Service. When you use such Service(s), you agree to be subject to such terms, policies, rules and guidelines applicable to that Service (“Service Terms”). If these Terms are inconsistent or conflict with those Service Terms, such Service Terms shall control.

#### 6. Information About Yourself and Your Relatives

When you create a LifeBrite account, we request certain individually identifiable health information about you, including, but not limited to, your name, email address, physical address, telephone number, and certain medical, medication, and health related information (collectively, "IIHI"). Your IIHI will be used, handled, and stored by LifeBrite and its third-party vendors as set forth in the Informed Consent, and Privacy Policy. While you are not required to provide your IIHI, certain IIHI is necessary for LifeBrite to provide the requested Services and failure to provide such information will make it impossible for you to use the Service. By activating your account and submitting your IIHI, you are agreeing that we may store and maintain it in connection with the Service. LifeBrite also uses third-party vendors to facilitate the requested Service. The storage and use of IIHI is necessary for LifeBrite to carry out our healthcare operations in providing the Services you have requested. LifeBrite will retain your IIHI for as long as is necessary to carry out the function for which the information is being used and to comply with applicable laws and regulations, and as set forth in the Informed Consent. By taking a Test, you specifically agree to allow your IIHI to be securely communicated to your ordering provider, any other provider you select, as well as LifeBrite’s genetic counselors, in connection with our Service. If you want to review or amend information LifeBrite holds about you, you may modify (as applicable) your account settings, or contact LifeBrite. Please note that any changes you make will be reflected in active user databases within a reasonable period of time.

#### 7. United States Data Privacy Regulations; International Clients

The Services are hosted and performed in the United States (“US”) and are subject to applicable US laws, rules, regulations and the pandemic immunities offered by US government. You understand and agree that the Services and the Site may not be accessible or appropriate for use outside of the US. If you choose to use the Services and/or Site from regions outside of the US, then you do so at your own initiative, and by your use of the Services and/or Site you acknowledge and agree that: (a) you are transferring your personal information outside of those regions to the US for genetic analysis, storage, and processing as required for LifeBrite and its contractors to perform the Services; (b) the laws and regulations of the US shall govern your use of the Services and provision of your information (including, without limitation, the Health

Insurance Portability and Accountability Act of 1996, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, each as amended), which laws and regulations may differ from those of your country of residence; (c) to the extent any local laws apply to your use, you will be responsible for compliance with such laws; and (d) access to the Services may not be legal by certain persons or in certain countries. LifeBrite may refuse to provide the Services on any of the foregoing bases. LifeBrite shall collect, process, use, store, transfer, and disclose your information as set forth in the Informed Consent and Privacy Policy which you should carefully review to understand and agree to all the ways that LifeBrite handles your information

All of your information will be located and hosted on servers located in the US, but you acknowledge and agree that LifeBrite may transfer your data from the US to other countries or regions in connection with the activities and purposes set forth in the Informed Consent (“informed-consent”) and Privacy Policy. By providing any information, including personal information, on or to the Services and/or Site, you consent to such use, transfer, storage, and processing. While there is no statutory or contractual requirement for you to provide this information, some of the information is necessary for LifeBrite to be able to provide the requested services. Failure to provide such information will make it impossible for you to use the Services. LifeBrite will retain your personal information for as long as is necessary to carry out the function for which the information is being used, as consented by you in the Informed Consent, and to comply with applicable laws and regulations. You further agree that by providing your sample, you are not violating any export ban or other legal restriction in the country of your residence.

Clients who live outside of the US in certain jurisdictions may have the option of requesting that their personal information be accessed, updated, and/or removed at any time from our active databases, subject to the applicable laws and regulations of such jurisdictions. Such clients may also have the right to object to LifeBrite’s processing of their personal information and/or request that LifeBrite provide their personal information to another third party. LifeBrite may require that such request be provided in writing subject to applicable laws and regulations with respect to transfer of medical information. If you would like to access, update, object to processing, request provision to a third party, and/or request removal from LifeBrite’s active databases of your personal information, please contact support LifeBrite. Any such requests will be honored within one month. If you believe LifeBrite’s processing of your personal information is inappropriate, you have the right to lodge a complaint with a supervisory authority or contact LifeBrite’s Privacy Officer. Please refer to Section 4 above to understand how requests to remove or halt processing of personal information are handled, and refer to the Privacy Policy (</privacy-policy>) for details on the information that LifeBrite collects, how it uses this information, how information is shared, how LifeBrite protects the information, and your choices regarding the same.

#### 8. Promotional Codes and Offers

From time to time, LifeBrite may, at its sole discretion, make available promotional offers that may only be available to certain qualifying recipients (each, a “Promotional Offer”). Such Promotional Offers are only available to US residents and are void where prohibited. Unless

otherwise expressly stated by LifeBrite, Promotional Offers may not be combined and may not be resold, forwarded or otherwise transferred to any third party other than the intended recipient, and may not be applied to Services or Tests paid for by insurance (private or government reimbursed). LifeBrite reserves the right to modify or discontinue Promotional Offers at any time, or to deny Promotional offers used in breach of the Terms. LifeBrite is not responsible if any Promotional Offer is lost, stolen, or destroyed, or if a Promotional Offer is used without the intended recipient's permission. LifeBrite also reserves the right to void Promotional Offers and close customer accounts if it suspects that a Promotional Offer is obtained, used, or redeemed fraudulently, unlawfully, or otherwise in violation of the Terms, or any applicable law, rule, or regulation.

IN THE EVENT A PROMOTIONAL OFFER IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND LIFEBSITE'S SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT PROMOTIONAL OFFER. IN NO EVENT WILL LIFEBSITE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF A PROMOTIONAL OFFER, OR YOUR INABILITY TO USE A PROMOTIONAL OFFER, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT LIFEBSITE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

When you redeem a Promotional Offer, you agree that the laws of the State of Georgia, without regard to principles of conflict of laws, will govern these Terms and any dispute that may arise between you and LifeBrite related to your use or receipt of a Promotional Offer. LifeBrite reserves the right to end any Promotional Offer program at any time at its sole discretion. Promotional Offers are not eligible for a refund. Promotional Offers shall expire at the conclusion of the promotional period associated with such Promotional Offer. If no such period is specified, then such Promotional Offer shall expire twelve (12) months after its first offering or availability.

#### 11. Limited Right to Use; Ownership; Proprietary Rights

The Service is owned and operated by LifeBrite. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), bioinformatics pipeline, Test Kit, and all other elements of the Service ("Proprietary Materials") provided by LifeBrite are protected by all relevant intellectual property and proprietary rights and applicable laws. All Proprietary Materials contained in the Service are the property of LifeBrite or LifeBrite's third-party licensors. Except as expressly authorized by LifeBrite, you may not make use of the Proprietary Materials, and reverse engineering of the Proprietary Materials is strictly prohibited. LifeBrite reserves all rights to the Proprietary Materials not granted expressly in these Terms.

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## 12. Indemnification

You agree that you will be responsible for your use of the Site and the Service, and you agree to defend, indemnify and hold harmless LifeBrite and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (collectively, the "LifeBrite Entities") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to, use of, or alleged use of the Site, Service, and Results; or (ii) your violation of these Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation. LifeBrite reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with LifeBrite's defense of such claim.

## 13. Disclaimers; No warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE LIFEBSITE ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT, AS FURTHER SPECIFIED HEREIN, LIFEBSITE DOES NOT PROVIDE ANY MEDICAL SERVICES OR ADVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR ENDORSEMENTS REGARDING ANY MEDICAL SERVICES OR ADVICE THAT YOU MAY OBTAIN THROUGH THE SITE AND/OR THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONSULTS WITH LIFEBSITE'S GENETIC COUNSELORS OR CLINICAL PHARMACISTS) WILL CREATE ANY WARRANTY REGARDING THE LIFEBSITE ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. BY USING THE SERVICES, YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL NOT TAKE ANY MEDICAL ACTION, OR FAIL TO TAKE ANY MEDICAL ACTION, OR CHANGE ANY OF YOUR MEDICATIONS OR DOSAGES, WITHOUT CONSULTING

WITH A PHYSICIAN. LIFEWRITE DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ITS SERVICE OR THE SITE, AND YOU ACKNOWLEDGE THAT THE OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OR WITHIN LIFEWRITE'S CONTROL. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION

#### 14. Limitation of Liability; Waiver

IN NO EVENT WILL LIFEWRITE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SITE OR OBTAINED IN CONNECTION WITH THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE LIFEWRITE ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT THE AGGREGATE LIABILITY OF LIFEWRITE TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF RELATING TO THE USE OF OR ANY INABILITY TO USE THE SITE AND/OR SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE AND/OR SERVICE), OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE GREATER OF (A) THE PRICE YOU PAID FOR THE SERVICE GIVING RISE TO LIABILITY, OR (B) US \$50. IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

Your Results are based on currently available information in the medical literature and scientific databases, as well as laboratory informatics and algorithms that may be subject to change. You understand and agree that LifeBrite may, at its sole discretion, amend or modify your Test report based on any such changes. This may result in a change in your risk assessment; the reclassification of a variant; a change or update to a previously reported pharmacogenomic genotype or allele; or a reclassification of a reported diplotype. You hereby irrevocably waive any and all claims against LifeBrite for any amendment or modification of the Test report in accordance with LifeBrite's standard operating procedures.

#### 15. Governing Law; Dispute Resolution

15.1 The laws of the State of Georgia shall govern these Terms and the Services without giving effect to any conflicts of laws principles that may require the application of the law of another jurisdiction.

15.2 You agree that any and all legal action, proceeding or disputes arising in connection with these Terms, your use of the Services and/or the Site, and your acceptance and use of the Results shall be resolved by arbitration through the American Health Lawyers Association's Dispute Resolution Service and conducted through the AHLA Rules of Procedure for Arbitration. The parties agree to the use of a single arbitrator and agree that the forum for such proceeding shall

be in Atlanta, Georgia. Further, unless you and LifeBrite agree, the arbitrator may not consolidate more than one person's claim.

15.3 No Class Actions. YOU AND LIFEBSITE 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. Further, unless both you and LifeBrite 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.

15.4 Modifications. In the event that LifeBrite makes any future change to this arbitration provision, you may reject any such change by sending us written notice within thirty (30) days of the change in which case your account with LifeBrite shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, shall survive.

15.5 Enforceability. If the entirety of this Section 15 is found to be unenforceable, then the entirety of this Section 15 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 17 shall govern any action arising out of or related to these Terms.

#### 16. Modification of the Terms

LifeBrite reserves the right to update or modify the Terms at any time without prior notice, and such changes will be effective immediately upon being posted through the Service or on the Site, except as set forth below. These Terms will identify the date of last update. Your use of the Service and/or the Site following any such change constitutes your agreement to be bound by the modified Terms of Use. In the case of material changes to the Terms, LifeBrite will make reasonable efforts to notify you of the change, such as through sending an email to any address you may have used to register for an account, through a pop-up window on the Site, or other similar mechanism. Material changes to these Terms will be effective upon the earlier of: (i) your first use of the Service and/or Site with actual notice of such change, or (ii) thirty (30) days from posting of such change. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications. Without limiting the generality of the foregoing, no modification to the terms of our agreement to arbitrate disputes will be effective without your express consent, provided that if we propose a change to the terms of our agreement to arbitrate and you do not consent to the change, you must terminate your use of the Service.

#### 17. Contact Information

The services hereunder are offered by LifeBrite Laboratories, LLC. You may contact us at the information listed below:

Privacy Officer  
LifeBrite Laboratories, LLC  
9 Corporate Blvd NE #150

Atlanta, Georgia 30329  
(678) 433-0607

#### 18. Termination

These Terms shall continue to have full force and effect unless and until terminated by LifeBrite. LifeBrite may terminate, suspend, or restrict any provision of these Terms and the Service and/or Site at any time in its sole discretion and without notice to you.

#### 19. Third-Party Beneficiaries

Nothing contained in these Terms is meant or intended to confer any rights, remedies, or benefits upon any third party.

#### 20. Use of "Open Source" Software

From time-to-time, LifeBrite may make use of certain "open source" software components or programs in order to provide Services to you. Where applicable, you consent to the use of any such items. You also acknowledge and agree that such components or programs were created by third parties not owned or controlled by LifeBrite, and that LifeBrite does not, simply by virtue of their use or integration into any Service or the Site, make any guarantees or warranties regarding their quality or authenticity.

#### 21. Electronic Signatures

By using our Site or Services you consent to transact business with LifeBrite electronically.

#### 22. Privacy Policy ("Privacy Policy")

LifeBrite is committed to protecting your privacy. Details about LifeBrite's policies and procedures governing privacy can be found at:

[https://accutest-19.net/LifeBrite\\_PrivacyPolicy.pdf](https://accutest-19.net/LifeBrite_PrivacyPolicy.pdf) Or requesting a copy from LifeBrite Laboratories.