

LAB@HOME (US)

TERMS OF SERVICE

Last Modified: March 23, 2022

These Terms of Service (these “**Terms**”) describe your rights and responsibilities when accessing and/or using <https://www.labathome.us/> (including any successor URL(s), the “**Site**”) and any and all related software, documentation, and online, mobile-enabled, and/or digital services (collectively, including the Site, the “**Service**”) provided by Century Health Inc. (“**Lab@Home (US)**,” “**we**,” “**our**,” or “**us**”). By accessing or using the Service, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by these Terms, and you acknowledge that you have read and understood our [Privacy Notice](#). Lab@Home (US) reserves the right to modify the terms of these Terms, and will provide notice of such changes as described below. These Terms apply to all visitors, users, and others who access the Service (“**Users**,” “**you**,” or “**your**”).

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THE SERVICE IS NOT INTENDED FOR USE IN THE EVENT OF A MEDICAL EMERGENCY. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 13.2 (THE “**ARBITRATION AGREEMENT**”) AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 13.3 (THE “**CLASS ACTION/JURY TRIAL WAIVER**”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. **Our Service**

Lab@Home (US) offers a convenient digital platform that allows you to order a lab requisition form and/or book a certified phlebotomist to perform specimen collection from the comfort of your home.

1.1 **Eligibility**

This is a contract between you and Lab@Home (US). You must read and agree to the terms and conditions of these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Lab@Home (US), and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. Any access to, or use of, the Service by anyone who is a minor in any applicable jurisdiction (which is under the age of 18 in most states) (a “**Minor**”) is strictly prohibited and in violation of these Terms, unless such access and/or use is supervised by a parent or legal guardian (“**Parent**”) who has read and understands these Terms; approves all rights granted, and all obligations undertaken, by the Minor hereunder; and agrees to be bound by these Terms. If you are a Parent of a User who is a Minor, then, by allowing such Minor to use the Service, you are subject to these Terms and responsible for such Minor’s activity on the Service. With respect to the Parent of a User who is a Minor, (a) “**User**,” as used in these Terms, means the Parent and the Minor; and (b) “**you**,” as used in these Terms, means “**Parent, on behalf of yourself and the Minor**,” and “**your**” has the corresponding meaning. The Service is not available to any Users previously removed from the Service by Lab@Home (US).

1.2 **Limited License**

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service, only for your personal, noncommercial use and as permitted by the features of the Service. Lab@Home (US) may terminate this license at any time, for any reason or no reason. Lab@Home (US) reserves all rights not expressly granted herein in and to the Service and the Lab@Home (US) Content (as defined below).

1.3 User Accounts

Your account on the Service (your “**User Account**”) gives you access to certain services and functionality that we may establish and maintain as part of the Service from time to time, in our sole discretion. By connecting to the Service via a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your User Account. You must immediately notify Lab@Home (US) of any breach of security or unauthorized use of your User Account. Lab@Home (US) will not be liable for any losses caused by any unauthorized use of your User Account.

By providing Lab@Home (US) your email address, you consent to our using that email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out of receiving such email messages by clicking on the “unsubscribe” link in the email message. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

By creating a User Account and providing Lab@Home (US) your phone number(s), you consent to receive auto-dialed or pre-recorded calls and text messages from us at the telephone number(s) provided by you to us. We may place such calls or texts to (a) help keep your User Account secure through the use of two-factor authentication; (b) help you access your User Account when you’ve forgotten your password; and/or (c) as otherwise necessary to service your User Account or to enforce these Terms, our policies, applicable law, or any other agreement we may have with you.

1.4 Service Rules

You agree not to engage in any of the following prohibited activities: (a) copying, distributing, or disclosing any part of the Service in any medium, including, without limitation, by any automated or non-automated “scraping”; (b) using any automated system, including, without limitation, “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the servers running the Service than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Lab@Home (US) grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (c) transmitting spam, chain letters, or other unsolicited email; (d) attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Service; (e) taking any action that imposes, or may impose (as determined by us in our sole discretion), an unreasonable or disproportionately large load on our infrastructure; (f) uploading invalid data, viruses, worms, or other software agents through the Service; (g) collecting or harvesting any personally identifiable information, including account names, from

the Service; (h) using the Service for any commercial solicitation purposes; (i) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or hiding or attempting to hide your identity; (j) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (k) bypassing the measures we may use to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on the use of the Service or the content therein.

1.5 **Changes to the Service**

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to your User Account and/or the Service without notice and without liability for any reason, including if, in our sole determination, you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

1.6 **Disputes with Other Users**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Lab@Home (US) will have no liability for your interactions with other Users, or for any User's action or inaction.

1.7 **Service Location**

Lab@Home (US) makes no representations that the Service is appropriate or available for use outside of the United States. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including, but not limited to, export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are directed solely to individuals located in the United States.

2. **User Content**

The Service may allow Users to submit, post, display, provide, or otherwise make available content such as profile information, comments, questions, reviews, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available via the Service is referred to as "**User Content**").

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS. However, by submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to Lab@Home (US) a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Service and Lab@Home (US)'s (and its successors' and/or affiliates') business, including, without limitation, for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.

You understand that, in exercising the license granted to us above, we may allow other Users to view, share, and/or otherwise interact with your User Content, as modified or unmodified. Lab@Home (US) has

the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

For the purposes of these Terms, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, and service mark rights, goodwill, trade secret rights, and any and all other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

In connection with your User Content, you affirm, represent, and warrant the following:

- you have the written consent of each and every identifiable natural person referred to or mentioned in the User Content, if any, to use such person’s name or likeness in the manner contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use;
- you have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties;
- your User Content and Lab@Home (US)’s use thereof as contemplated by these Terms and the Service will not violate any law or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy rights;
- Lab@Home (US) may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise; and
- to the best of your knowledge, all of your User Content and all other information that you provide to us is truthful and accurate.

Lab@Home (US) takes no responsibility and assumes no liability for any User Content that you or any other User or third party submits, posts, displays, provides, or otherwise makes available over the Service. You will be solely responsible for your User Content and the consequences of submitting it, posting it, displaying it, providing it, or otherwise making it available on or through the Service, and you agree that we are acting only as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Lab@Home (US) will not be liable for any damages you allege to incur as a result of or relating to any User Content.

3. **Our Proprietary Rights**

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “**Lab@Home (US) Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of Lab@Home (US) and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you will not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Lab@Home (US) Content. Use of the Lab@Home (US) Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including, without limitation, about how to improve the Service or our products (collectively, “**Ideas**”). By submitting

any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, and that it will not place Lab@Home (US) under any fiduciary or other obligation, and that we are free to use the Idea without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to any third party/ies of our choosing. You further acknowledge that, by acceptance of your submission, Lab@Home (US) does not waive any rights to use similar or related ideas previously known to Lab@Home (US), or developed by its employees, or obtained from sources other than you.

The Service may contain data, information, and other content not owned by you, such as points associated with loyalty rewards schemes ("**Lab@Home (US) Property**"). You understand and agree that, regardless of terminology used, Lab@Home (US) Property represents a limited license right governed solely by the terms of these Terms and available for distribution at Lab@Home (US)'s sole discretion. Lab@Home (US) Property is not redeemable for any sum of money or monetary value from Lab@Home (US) at any time. You acknowledge that you do not own the User Account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Lab@Home (US) on the servers running the Service, including, without limitation, any data representing or embodying any or all of your Lab@Home (US) Property. You agree that Lab@Home (US) has the absolute right to manage, regulate, control, modify, and/or eliminate Lab@Home (US) Property as it sees fit in its sole discretion, in any general or specific case, and that Lab@Home (US) will have no liability to you based on its exercise of such right. All data on the servers running the Service are subject to deletion, alteration, and/or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, USER ACCOUNT HISTORY, AND USER ACCOUNT CONTENT RESIDING ON THE SERVERS RUNNING THE SERVICE MAY BE DELETED, ALTERED, MOVED, OR TRANSFERRED AT ANY TIME, FOR ANY REASON, IN LAB@HOME (US)'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, AND WITH NO LIABILITY OF ANY KIND. LAB@HOME (US) DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON THE SERVERS RUNNING THE SERVICE.

4. **Paid Services**

4.1 **Billing Policies.** Certain aspects of the Service may be provided for a fee or other charge. Lab@Home (US) may add new services for additional fees and charges, and/or add or amend fees and charges for existing services, in each case at any time, in its sole discretion. After you place an order, we will review the information you provided for validity by verifying your method of payment and your billing and/or shipping address(es). Orders to certain addresses and territories may be rejected by us without liability. We have the right to reject or cancel any order, including if we suspect fraud or any other issues with payment or suspicious account activity. We may contact you (via email or phone) if additional information is required to accept and process your order. Invalid order information may result in delays in processing your order.

4.2 **Payment Information; Taxes.** We accept various payment methods through Stripe, Inc. ("**Stripe**"), including, without limitation, Mastercard, Visa, and American Express. By using the Service, you agree to be bound by [Stripe's Services Agreement](#). All information that you provide in connection with an order or transaction on the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your payment method(s) used in connection with an order or any other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay all applicable taxes, if any, relating to any such orders and/or transactions.

4.3 **Cancellations, Modifications, and Refunds.** If you would like to cancel or modify your order, you may submit a request to do so no less than 24 hours before the scheduled time of your appointment (the "**Deadline**") to receive a refund (in the case of cancellation) or have your request for modification reviewed by us. We may reject any request for the modification of an order, in our sole discretion. Requests for cancellation made after the Deadline will not entitle you to any refund, and Requests for

modification(s) made after the Deadline will be rejected. You may cancel your User Account at any time by notifying Lab@Home (US) of your desire to do so in an email sent to cancel@labathome.us; however, there are no refunds for such cancellations, and you will remain responsible and liable for any incomplete transaction and for any previously incurred payment obligations. In the event that Lab@Home (US) suspends or terminates your User Account or these Terms, you understand and agree that you will receive no refund or exchange for any Lab@Home (US) Property, for any content or data associated with your User Account, or for anything else.

4.4 **California Residents.** The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

5. **No Professional Advice**

If the Service provides professional information (for example, medical), such information is for informational purposes only and should not be construed as professional advice. NO ACTION SHOULD BE TAKEN BASED UPON THE LAB@HOME (US) CONTENT OR ANY OTHER INFORMATION CONTAINED IN THE SERVICE. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE FROM A PERSON WHO IS LICENSED AND/OR QUALIFIED IN THE APPLICABLE AREA, AND YOU SHOULD NOT USE THE LAB@HOME (US) CONTENT OR ANY OTHER INFORMATION CONTAINED IN THE SERVICE TO REPLACE A RELATIONSHIP WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LAB@HOME (US) IS NOT A HEALTHCARE OR MEDICAL PROVIDER, AND THE SERVICE DOES NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, A MEDICAL SERVICE OR MEDICAL OR HEALTH CARE ADVICE. USE OF THE SERVICE DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP. USE OF THE SERVICE IS NOT FOR MEDICAL EMERGENCIES. IF YOU ARE IN NEED OF OR ARE SEEKING MEDICAL TREATMENT OR EMERGENCY CARE, YOU SHOULD CONTACT YOUR HEALTHCARE PROVIDER OR CALL EMERGENCY SERVICES IMMEDIATELY. NO LAB@HOME (US) CONTENT SHOULD BE INTERPRETED AS A SUBSTITUTE FOR PHYSICIAN CONSULTATION, EVALUATION, OR TREATMENT, AND THE INFORMATION MADE AVAILABLE ON OR THROUGH THE SERVICE SHOULD NOT BE RELIED UPON WHEN MAKING MEDICAL DECISIONS, OR TO DIAGNOSE OR TREAT A MEDICAL OR HEALTH CONDITION. YOUR USE OF THE SERVICE DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND US, NOR BETWEEN YOU AND ANY OTHER USER(S). WE DO NOT PROVIDE MEDICAL TREATMENT, ADVICE, OR DIAGNOSIS. TO THE EXTENT WE CAN DO SO UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, EFFECTIVENESS, OR CORRECT USE OF INFORMATION YOU RECEIVE THROUGH, OR THAT IS GENERATED BY, THE SERVICE. YOU REPRESENT TO US (WHICH REPRESENTATION WILL BE DEEMED TO BE MADE EACH TIME YOU USE THE SERVICE) THAT YOU ARE NOT USING THE SERVICE FOR THE PURPOSE OF SEEKING MEDICAL ATTENTION.

6. **Text Messaging**

You expressly consent and agree that Lab@Home (US) can contact you using written, electronic, and/or verbal means, including by manual dialing, emails, leaving prerecorded/artificial voice messages, and/or using an automatic telephone dialing system to call or text your mobile/cellular telephone number, as necessary to complete transactions requested by you and to service your account, including, but not limited to, communications and updates concerning orders placed through your User Account, and as the law allows, even if that phone number is registered on any federal or state Do-Not-Call/Do-Not-email registry/ies. Standard message and data rates apply. For purposes of clarity, the text messages described in this paragraph are transactional text messages, not promotional text messages.

Additionally, we offer you the chance to enroll to receive recurring SMS/text messages from Lab@Home (US). You may enroll to receive text messages about account-related news and alerts and/or marketing and promotional offers for Lab@Home (US) products and services. By enrolling in Lab@Home (US)'s SMS/text messaging service, you agree to receive text messages from Lab@Home (US) to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such texts. You acknowledge and agree that the texts may be sent using an automatic telephone dialing system and that standard message and data rates apply. Consent is not required as a condition of purchase. Lab@Home (US) is not responsible for any delays upon sending or receiving text messages.

To unsubscribe from promotional text messages at any time, text STOP, QUIT, END, CANCEL, or UNSUBSCRIBE to (786) 946-1888 from the mobile device receiving the messages, or reply STOP, QUIT, END, CANCEL, or UNSUBSCRIBE to any promotional text message you receive from Lab@Home (US). You consent that following such a request to unsubscribe, you may receive one final text message from Lab@Home (US) confirming your request. For help, text HELP to (786) 946-1888 or contact us at contact@labathome.us.

7. **Security**

Lab@Home (US) cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. **DMCA Notice**

Since we respect artist and content owner rights, it is Lab@Home (US)'s policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Lab@Home (US)'s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. an electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and its location on the Service;
4. information reasonably sufficient to permit Lab@Home (US) to contact you, such as your address, telephone number, and e-mail address;
5. 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 law; and
6. a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
Century Health Inc.

Address: 114 NW 25th Street
Miami, Florida 33127
Tel.: (305) 901-2844
Email: copyright@labathome.us

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Lab@Home (US) and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Lab@Home (US)'s rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Lab@Home (US) has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Lab@Home (US) may also, at its sole discretion, limit access to the Service and/or terminate the User Accounts of any Users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

9. **Third-Party Links and Information**

The Service may contain links to third-party materials that are not owned or controlled by Lab@Home (US). Lab@Home (US) does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Lab@Home (US)'s Privacy Notice do not apply to your use of such sites. You expressly relieve Lab@Home (US) from any and all liability arising from your use of any third-party website, service, or content, including, without limitation, User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Lab@Home (US) will not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

10. **Release and Indemnity**

You hereby release Lab@Home (US) from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including any Third-Party Provider (as defined below)) in connection with the Service. In addition, you waive any applicable law or statute, which says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE RELEASED PARTY."

You agree to defend, indemnify, and hold harmless Lab@Home (US) and its affiliates, and its and their respective licensors, employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, attorneys' fees) arising from: (a) your access to and use of the Service, including any data or content transmitted or received by you; (b) your violation of any term of these Terms, including, without

limitation, your breach of any of the representations and warranties herein contained; (c) your violation of any third-party right, including, without limitation, any right of privacy or Intellectual Property Rights; (d) your violation of any applicable law, rule, or regulation; (e) User Content or any content that is submitted via your User Account, including, without limitation, misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party's access to and/or use of the Service with your unique username, password, or other appropriate security code.

11. **No Warranty**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE LAB@HOME (US) CONTENT, AND ANY OTHER INFORMATION AVAILABLE THROUGH THE SERVICE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LAB@HOME (US) OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, LAB@HOME (US) AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE LICENSORS, DO NOT WARRANT THAT THE LAB@HOME (US) CONTENT OR ANY OTHER INFORMATION CONTAINED IN THE SERVICE ARE ACCURATE, COMPREHENSIVE, RELIABLE, USEFUL, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR FOR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR FROM YOUR USE OF THE SERVICE.

THIRD PARTIES WITH WHICH YOU MAY INTERACT IN CONNECTION WITH THE SERVICE, INCLUDING, WITHOUT LIMITATION, HEALTHCARE OR MEDICAL PROVIDERS AND DIAGNOSTIC LABORATORIES (COLLECTIVELY, "**THIRD-PARTY PROVIDERS**"), ARE NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, OR FRANCHISEES OF LAB@HOME (US), AND LAB@HOME (US) DOES NOT ENDORSE ANY THIRD-PARTY PROVIDERS, NOR ANY PRODUCTS OR SERVICES OFFERED BY THIRD-PARTY PROVIDERS. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE, AGREE, AND UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ASSESSING AND VERIFYING ANY INFORMATION ABOUT THIRD-PARTY PROVIDERS. LAB@HOME (US) EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY AND LIABILITY FOR THE CONDUCT OF THIRD-PARTY PROVIDERS AND ANYTHING ELSE A THIRD-PARTY PROVIDER MAY OFFER OR PROVIDE IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE. YOU HEREBY IRREVOCABLY AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE WITH RESPECT TO THE FOREGOING.

LAB@HOME (US) MAKES NO REPRESENTATIONS ABOUT AND DOES NOT GUARANTEE, AND YOU AGREE NOT TO HOLD LAB@HOME (US) RESPONSIBLE FOR: THE QUALITY, SAFETY, OR LEGALITY OF ANY SERVICES PERFORMED BY A THIRD-PARTY PROVIDER; THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO YOU BY A THIRD-PARTY PROVIDER; A THIRD-PARTY PROVIDER'S FAILURE TO PROVIDE ANY PROMISED SERVICE, OR THE ABILITY OF A THIRD-PARTY PROVIDER TO DELIVER SERVICES; OR THE QUALIFICATIONS, BACKGROUND, OR IDENTITIES OF THIRD-PARTY PROVIDERS. YOU HEREBY IRREVOCABLY AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE WITH RESPECT TO THE FOREGOING.

FURTHER, LAB@HOME (US) DOES NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR, ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND LAB@HOME (US) WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL

RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LAB@HOME (US) OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS, EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE, AND/OR TO THE LAB@HOME (US) CONTENT OR ANY OTHER INFORMATION CONTAINED IN THE SERVICE. UNDER NO CIRCUMSTANCES WILL LAB@HOME (US) BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LAB@HOME (US) ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING THE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY LAB@HOME (US) CONTENT, OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (G) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT WILL LAB@HOME (US) OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS, EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO LAB@HOME (US) HEREUNDER OR \$50.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF LAB@HOME (US) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

13.1 **Governing Law.** You agree that: (a) the Service will be deemed solely based in Delaware; and (b) the Service will be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms will be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“FAA”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our Intellectual Property Rights or other proprietary rights, as set forth in the Arbitration Agreement below, including any provisional

relief required to prevent irreparable harm. You agree that Delaware is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that Arbitration Agreement below is found to be unenforceable.

13.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM LAB@HOME (US). This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and Lab@Home (US) that arises out of or relates to, directly or indirectly: (a) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of the Service, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Service; or (d) any other aspect of your relationship or transactions with Lab@Home (US), directly or indirectly, as a consumer (each, a “Claim,” and, collectively, “Claims”). This Arbitration Agreement will apply, without limitation, to all Claims that arose or were asserted before or after your agreement to these Terms.

If you are a new User, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting these Terms by emailing Lab@Home (US) at legal@labathome.us with your first and last name and stating your intent to opt-out of this Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at legal@labathome.us and attempt to resolve the Claim with us informally. In the unlikely event that Lab@Home (US) has not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by the American Arbitration Association (“AAA”) before a single arbitrator (the “Arbitrator”), under the Expedited Procedures then in effect for AAA (the “Rules”), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. county where you live or Delaware, unless you and Lab@Home (US) agree otherwise. You acknowledge and understand that: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and Lab@Home (US) agree that the Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms, or any provision of these Terms, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this Arbitration Agreement will be deemed as: preventing Lab@Home (US) from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, Intellectual Property Rights, or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, will be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in force, or on the parties' ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

13.3 Class Action/Jury Trial Waiver. USER MAY BRING A CLAIM ONLY IN USER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS CLASS ACTION/JURY TRIAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND LAB@HOME (US) AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER LAB@HOME (US) USERS. YOU AND LAB@HOME (US) FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LAB@HOME (US) ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

14. General

14.1 Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Lab@Home (US) without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

14.2 Notification Procedures and Changes to these Terms. Lab@Home (US) may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, or written or hard copy notice, or through posting of such notice on the Site, as determined by Lab@Home (US), in its sole discretion. Lab@Home (US) reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in these Terms. Lab@Home (US) is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Lab@Home (US) may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of the terms of these Terms or to any future Terms of Service, do not access or use (or continue to access or use) the Service.

14.3 Entire Agreement/Severability. These Terms, together with any amendments and any additional agreements you may enter into with Lab@Home (US) in connection with the Service, will constitute the entire agreement between you and Lab@Home (US) concerning the Service. Availing of certain aspects of the Service may require you to agree to additional terms and conditions, or to enter into separate

agreements with us. In the event of a conflict between these Terms and the terms of any such separate agreements, the terms of such separate agreements will control. Except as otherwise stated in the Arbitration Agreement, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

14.4 **No Waiver.** No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and Lab@Home (US)'s failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

14.5 **Contact.** Please contact us at legal@labathome.us with any questions regarding these Terms.