

# TAUSTIN LABORATORIES, LLC D/B/A ASSURANCE SCIENTIFIC LABORATORIES

## TERMS OF USE

**Effective: March 11, 2021**

Welcome to the Assurance Scientific Laboratories' websites, [www.assurancescientificlabs.com](http://www.assurancescientificlabs.com); [www.simplicityhometest.com](http://www.simplicityhometest.com); and [www.assurance.generamedical.com](http://www.assurance.generamedical.com) (the "**Websites**"). Assurance Scientific Laboratories ("**we**", "**us**", "**our**" or "**Assurance Scientific Laboratories**") operates these Websites to allow you to access and use our services and these Terms of Use for the Websites (the "**Terms of Use**" or "**Terms**") are provided so that you will know how we will conduct ourselves when doing business with you.

### ACCEPTANCE OF THE TERMS OF USE

Please read these Terms carefully before you start to use the Websites. These Terms are a legally binding agreement between you and Assurance Scientific Laboratories and govern your ability to purchase a Test Kit (as defined below), submit a Test Kit for processing, and obtain your test results, as well as your use of our Websites, online services and our Simplicity mobile app.

By using the Websites, you accept and agree to be bound and abide by these Terms and our [<<Privacy Policy>>](#) ("**Privacy Policy**") and any other documents or policies referenced in these Terms, which are incorporated herein by reference. If you do not want to agree to these Terms, the Privacy Policy and the other incorporated documents, you must not access or use any of the Websites.

### DESCRIPTION OF WEBSITES, TEST KITS AND SERVICES

Assurance Scientific Laboratories is providing the Websites so that you can learn about various medical issues that may impact your daily life. Assurance Scientific Laboratories allows you to purchase a test for one or more conditions (each a "**Test Kit**"), collect the necessary sample for the test yourself in the privacy of your own home, and return the Test Kit for processing by our lab. The results of the test will be communicated to you through the method deemed most appropriate given your situation and preferences, and may include among other options, communication through our Websites or mobile application, a phone call, a text message, or an email.

### WHO MAY USE THE SITE AND THE SERVICES

The Websites are offered and available to users who are 18 years of age or older and reside in the United States. By using any of the Websites, you represent and warrant that you are at least 18 years old and of legal age to form a binding contract with us. If you do not meet all of these requirements, you must not access or use any of the Websites.

At this time, the Test Kits are available only with a physician order, or with emergency use authorization from the FDA, which allows the Test Kits to be offered only in the United States direct to consumers without a healthcare provider order or prescription. Assurance Scientific

Laboratories reserves the right to expand or restrict the availability of Test Kits at any time, for any reason.

### **ADDITIONAL TERMS**

At times, we may provide you with additional terms or conditions relating to a specific product or service you are requesting from us. Any additional terms or conditions we provide will supplement and not replace these Terms. In the event of any inconsistency between these Terms and any additional terms, the additional terms shall govern with respect to that particular product or service.

### **NO MEDICAL ADVICE**

**ASSURANCE SCIENTIFIC LABORATORIES IS AN ACCREDITED CLINICAL LABORATORY BUT DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSE DISEASES NOR PROVIDE TREATMENT. ASSURANCE SCIENTIFIC LABORATORIES PROVIDES ONLY TESTING INFORMATION THAT A PHYSICIAN OR OTHER APPROPRIATELY LICENSED CLINICAL PROVIDER CAN INTERPRET.** The Websites are not intended to be a substitute for proper medical advice, diagnosis, treatment or care. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding a medical condition or treatment option. In no event shall Assurance Scientific Laboratories be liable to you or anyone else for any decision or action taken by you in reliance on the information available on any of the Websites or in reliance on the results of our Services, including the Test Kits.

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY SEEK IMMEDIATE ASSISTANCE FROM EMERGENCY PERSONNEL.**

Should you have any questions regarding the clinical information contained on the Websites or in information provided to you by Assurance Scientific Laboratories you should seek advice from your licensed medical professional. Health care professionals using the Services should exercise their own medical/clinical judgment when using our content, tools or databases.

### **CHANGES TO THE TERMS OF USE**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Websites thereafter. Use of the Websites following the posting of revised Terms means that you accept and agree to the changes.

### **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend any or all of the Websites, and any services, products or information we provide on any of the Websites, in our sole discretion without notice. We will not be liable if for any reason all or any part of any of the Websites is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the Websites, or to some or all of our services, including to registered users.

You are responsible for both: (a) making all arrangements necessary for you to have access to the Websites; and (b) ensuring that all persons who access the Websites through your internet connection are aware of these Terms and comply with them.

Certain services on the Websites ("**Services**") are accessible only to users who create an account ("**Account**"). Purchasing a kit to conduct an at-home test (a "**Test Kit(s)**") and have the results provided to you by Assurance Scientific Laboratories is one of the Services that requires you to establish an Account. To create an Account, you must provide certain registration details or other information, including name, email address, physical address, telephone number, age, and date of birth. There may be additional information required when purchasing Services. All information you provide when creating an account or purchasing Services must be correct, current and complete. All information you provide to create an Account or purchase Services through the Websites is governed by our <<**Privacy Policy**>>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to any of the Websites or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. We may rely on the authority of anyone accessing your Account using your credentials, and we will not be liable to you for any liabilities you incur as a result of someone using your Account with your credentials.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Consistent with the terms of our <<**Privacy Policy**>> we may store, transmit, receive, and/or access your data on or from our own servers or those of our service providers as long as such servers are located within the United States.

#### **INFORMATION YOU PROVIDE FOR YOUR ACCOUNT**

You agree (a) that the information you provide to us to create an Account will be accurate, current, and complete information about yourself, and that you will not provide information that attempts to impersonate another individual, and (b) to maintain and promptly update such information to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, we retain the right to (x) suspend or terminate your Account; (y) refuse to process any Test Kits that you have submitted but which have not yet been received or processed; or (z) prohibit you from purchasing any additional Test Kits.

#### **USE BY HEALTH CARE PROVIDERS**

If you are a health care provider or a health plan, you represent and warrant that when using the Services you will comply with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act and its implementing regulations and other federal and state

privacy and data security laws, and you will not provide any information, including protected health information, to us for which you do not have the required authorization or consent to provide.

### **PURCHASE OF SERVICES**

If you desire to purchase one or more Test Kits from Assurance Scientific Laboratories, you will complete the order form on one of the Websites. All purchases will be paid by credit card presented at the time of purchase. The credit card processing is handled through the credit card processing service with whom we have contracted, and the credit card processor's terms of use and privacy policy are accessible through the payment form. Assurance Scientific Laboratories does not receive, store or otherwise have access to your credit card information.

All Services are governed by these Terms as well as any addition terms provided to you at the time of purchase.

Once you complete your purchase, we (or our agent) will ship the proper Test Kit(s) to the address you provide with your order. When you return the Test Kit(s) to us, we will process the Test Kit(s) in accordance with the procedures for that test and the results will be reported to you through the method deemed most appropriate given your situation and the preferences recorded with your profile. For example purposes, you may be contacted by communication through our Websites or our mobile application, a phone call, a text message, or an email.

You acknowledge and accept that the ordering physician or Assurance Scientific Laboratories may be compelled by law or regulation to report your laboratory result to certain local, state, or federal health authority.

### **NO PHYSICIAN OR LAB AUTHORIZATION NETWORK SERVICES**

Assurance Scientific Laboratories does not provide physician services or lab authorization network services, however we have an agreement with one or more companies that offer these services (each a "**Network Affiliate**"). By placing an order and selecting the option to get a physician order online, you agree that your relationship with the Network Affiliate to whom you are assigned is independent and is governed by the Network Affiliates terms of use. Assurance Scientific Laboratories makes no representations or warranties with regard to the Network Affiliates' services. Your order may be directed to any one of our Network Affiliates, and we are unable to guarantee the use of a particular Network Affiliate.

### **REFUNDS**

Purchases are refundable ONLY in accordance with these conditions:

- If you do not receive your Test Kit, or the Test Kit arrives damaged or is missing components, you may request a replacement Test Kit or a full refund by contacting Customer Support (as noted below).
- If your sample has already been submitted for testing, we cannot cancel your order or refund your payment. Testing will be completed and results will be available to you as specified in these Terms.

- We cannot accept returns of unused Test Kits. If you do not wish to proceed with testing, we ask that you properly dispose of your Test Kit.

All refunds will be issued to the same payment method used for purchase and will be processed within thirty (30) days of confirmation of refund eligibility. You may contact Customer Support by calling (855) 319-4459 or by emailing [customerservice@simplicityhometest.com](mailto:customerservice@simplicityhometest.com).

Once purchased, in order for us to process your Test Kit we must receive it in our laboratory before the expiration date stated on the Test Kit. Any Test Kit not returned within that time will expire and you will not be eligible for a refund or a replacement Test Kit.

### **INTELLECTUAL PROPERTY RIGHTS**

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- If we provide social media features with certain content, you may take such actions as are enabled by such features.

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### **PROHIBITED USES**

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Assurance Scientific Laboratories, an Assurance Scientific Laboratories employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm Assurance Scientific Laboratories or users of the Websites, or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the Websites or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.

- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Websites.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the server on which the Websites are stored, or any server, computer, or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

### **POSTING TO THE WEBSITES**

The Websites may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Websites.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contributions you post to the Websites will be considered non-confidential and non-proprietary. By providing any User Contributions on the Websites, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Assurance Scientific Laboratories, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Websites.

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We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contributions that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contributions violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites or the public, or could create liability for Assurance Scientific Laboratories.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.
- Terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Websites. YOU WAIVE AND HOLD HARMLESS ASSURANCE SCIENTIFIC LABORATORIES AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

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- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our <<**Privacy Policy**>>.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

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Content, prices, and availability of Services and/or Test Kits are subject to change without notice. Errors will be corrected when discovered, and Assurance Scientific Laboratories reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions, including after an order has been submitted, and whether the order has been confirmed and your payment has been processed. We may update the content on the Websites from time to time, but its content is not necessarily complete or up-to-date at any given time. We are under no obligation to update such material and we make no representation as to the accuracy of the information at any time.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITES**

All information we collect on the Websites is subject to our **<<Privacy Policy>>**. By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. With respect to your health information, our **<<Notice of Privacy Practices>>** describes how we collect health information about you through the Services, and how we use, disclose, and protect that information.

## **LINKING TO THE WEBSITES AND SOCIAL MEDIA FEATURES**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Websites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on one or more Websites.
- Send emails or other communications with certain content, or links to certain content, on one or more of the Websites.
- Cause limited portions of content on one of the Websites to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content with which they are displayed, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Websites or any portion of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Websites other than the homepages.
- Otherwise take any action with respect to the materials on the Websites that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

#### **ADVERTISING/SPONSORSHIP**

We do not accept paid advertisements or sponsorships for our Services.

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WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL OUR LIABILITY EXCEED THE AMOUNT YOU PAID FOR YOUR SERVICES, INCLUDING ANY TEST KITS, IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

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## **INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ASSURANCE SCIENTIFIC LABORATORIES, AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, LICENSORS, EQUITYHOLDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS OR DIRECTORS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OR YOUR USE OF THE WEBSITES, SERVICES OR TEST KITS, INCLUDING, BUT NOT LIMITED TO, YOUR USER CONTRIBUTIONS, ANY USE OF THE WEBSITES' CONTENT, SERVICES, AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS, OR YOUR USE OF ANY INFORMATION OBTAINED FROM THE WEBSITES.

## **TERMINATION**

You may delete your Account at any time, for any reason by sending an email to **customerservice@assurancescientific.com**. We may terminate your use of the Websites, your Account for any or no reason at any time. You understand that termination of your agreement with us pursuant to these Terms and your Account will not entitle you to any refund and may involve deletion of your information from our live databases as well as any content that you uploaded to the Websites using such Account. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITES OR SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT UPLOADED BY YOU.

IF YOU HAVE A SEPARATE SERVICES AGREEMENT WITH US THAT CONTAINS DIFFERENT TERMINATION PROVISIONS, THE TERMINATION PROVISIONS WITHIN THAT SERVICES AGREEMENT WILL GOVERN.

## **GOVERNING LAW AND JURISDICTION**

All matters relating to the Websites, the Services and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including, but not limited to, non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule.

Subject to the Arbitration and Class Action Waiver below, any legal suit, action, or proceeding arising out of, or related to, these Terms, the Services, the Test Kits or the Websites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama, in each case located in the City of Birmingham and County of Jefferson. You voluntarily waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **ARBITRATION AND CLASS ACTION WAIVER**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES ARISING UNDER THESE TERMS OF USE OR AS A RESULT OF THE SERVICES, INCLUDING TEST KITS, WITH ASSURANCE SCIENTIFIC LABORATORIES, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. YOU AND ASSURANCE SCIENTIFIC LABORATORIES AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS

OF USE, THE WEBSITES, THE SERVICES OR THE TEST KITS SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION USES A SINGLE, NEUTRAL ARBITRATOR TO DECIDE A DISPUTE (INSTEAD OF A JUDGE OR JURY); ARBITRATION ALLOWS FOR MORE LIMITED DISCOVERY THAN IN A COURT CASE; AND THE ARBITRATION PROCESS AND RESULT IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. IN ARBITRATION YOU HAVE THE RIGHT, AT YOUR EXPENSE, TO BE REPRESENTED BY AN ATTORNEY OF YOUR CHOOSING. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD UNDER THESE TERMS OF USE. YOU AND ASSURANCE SCIENTIFIC LABORATORIES AGREE THAT ANY IN-PERSON ARBITRAL HEARING WOULD OCCUR IN THE UNITED STATES IN THE SAME COUNTY AND STATE AS YOUR BILLING ADDRESS. ASSURANCE SCIENTIFIC LABORATORIES FURTHER AGREES THAT YOUR FILING FEE FOR ARBITRATION WILL BE CAPPED AT THE AMOUNT SET BY THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND ASSURANCE SCIENTIFIC LABORATORIES ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THE TERMS OF USE AND THE TERMINATION OF YOUR USE OF THE WEBSITES, SERVICES AND/OR ANY TEST KITS. REGARDLESS OF THE FORUM, YOU AND ASSURANCE SCIENTIFIC LABORATORIES 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, THE ARBITRATOR MAY NOT JOIN OR CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

#### **WAIVER AND SEVERABILITY**

No waiver by Assurance Scientific Laboratories of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Assurance Scientific Laboratories 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 or other tribunal 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 the Terms will continue in full force and effect.

#### **ENTIRE AGREEMENT**

These Terms and our <<*Privacy Policy*>> constitute the sole and entire agreement between you and Assurance Scientific Laboratories regarding the Websites, the Services and the Test Kits and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Websites, the Services and the Test Kits.

**YOUR COMMENTS AND CONCERNS**

All notices of copyright infringement claims should be sent to the copyright agent designated in our <<***Copyright Policy***>> in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Websites should be directed to: **website@assurancescientific.com**.

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