

TRANSNETYX - WEBSITE TERMS OF USE

Last Updated: April 2021

1. Overview

Transnetyx, Inc. (“**Transnetyx**,” “**we**,” “**us**,” or “**our**”), oversees this website, including the services underlying and provided through the site and the content appearing herein, at <https://www.transnetyx.com> and <http://quickorder.transnetyx.com> (collectively, the “**Site**”), as well as our mobile applications (the “**Application**”), our TAGCenter kiosks, our social media page on Facebook.com, and any other services that link to these Terms of Use (all of the foregoing collectively understood as the “**Services**”). These Terms of Use (“**Terms of Use**”) are applicable to you AND IF APPLICABLE, THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (“**user(s)**,” “**you**,” or “**your**”). The terms contained herein apply to all users of this Site.

Read these Terms of Use carefully before you begin using this Site. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE, THE APPLICATION, THE SERVICES, AND THE CONTENT AVAILABLE HEREIN, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS.

Note that these Terms of Use may be updated from time to time, and your continued use of the Services after we have made updates to the terms is considered acceptance of those updates. For clarity, all updates are effective immediately when posted. It is your responsibility to check these Terms of Use periodically for updates. For registered Transnetyx customers, these Terms of Use will also be provided for customer review and acceptance on an annual basis, and any time the Terms of Use are updated or changed.

2. Access to and use of this Site and Services

Access to certain portions of the Services is restricted to registered users. When you register for our Services, you will be required to provide your name, telephone number(s), e-mail address, street address, organization name, lab name, as well as and other personally identifiable information (“**Personal Information**”) in order to create an account with us (an “**Account**”) and to sign up for our free trial kits and/or to continue use of our Services.

For our Genotyping Service, the free trial promotion is available to users immediately upon creation of an Account when the “Genotyping Welcome Kit” is selected. After your Account is registered, a Transnetyx kit (our “Welcome Kit”) will be priority mailed to the address you provided at registration, containing a well plate, instructional materials, and return shipping labelling for processing of twenty-five (25) free Genotyping samples.

For our Microbiome Service, the Pioneer Program discount is available to users immediately upon creation of an Account when the “Microbiome Welcome Kit” is selected. After your Account is registered, a Transnetyx Microbiome kit (our “Microbiome Welcome Kit”) will be priority mailed to the address you provided at registration, containing a sample collection kit,

instructional materials, and return shipping labelling. A 50% discount will be applied to your first ten (10) submitted samples when you place your first order(s) in QuickOrder. The 10 discounted Microbiome samples can be placed across multiple orders.

For our Genetic Monitoring Service, there is no free trial or discount program for first-time customers. Genetic Monitoring customers may, however, take advantage of the Genotyping Free Trial program.

If you are a Genotyping customer, after registration and completion of our free trial offer using the Welcome Kit, if you wish to continue using the Services, you will be asked to additionally provide a credit card number, a debit card number, a charge card number, or other payment information. Microbiome and Genetic Monitoring customers will be prompted to enter payment information during the order placement process for their first order. By providing such information, you acknowledge and agree that we may, and you specifically authorize us or our selected third parties to, process all transactions related to this Site and its operation, including without limitation purchases and/or registration for products and/or Services.

You agree to pay all fees and charges, including applicable taxes and surcharges, incurred through your activity on or through the Services and/or through your Account.

Upon creation of an Account, you will receive a welcome e-mail with instructions on how to use certain aspects of the Services. If you registered as a Genotyping customer, this includes use of our database to search for an assay and/or submit genetic information, how to collect samples and place an order using our Welcome Kit and Quick Order Portal, how you will receive your genotype results after you submit your samples, and how to contact our customer service representatives if you have any questions. Genetic Monitoring customers will register as Genotyping customers, and thus will receive an identical welcome e-mail. If you registered as a Microbiome customer, this includes information on the Pioneer Program discount, how to collect and submit samples, information on when you will receive your results, and how to contact our customer service representatives if you have any questions.

Registration and Security. You agree, represent, warrant, and guarantee that all Personal Information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate, or pretend to be somebody else when registering. When you create an Account and subsequently log in, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password and you agree not to disclose your password to any third party. You will be solely responsible for any activities or actions taken under your Account, whether or not you have authorized such activities or actions. You must notify us immediately if you know or suspect that any unauthorized person is using your password or your Account (for example, if your password has been lost or stolen, if someone has attempted to use the Services or Site through your Account without your consent, or if your Account has been accessed without your permission). We strongly recommend that you do not use the Services or access the Site on any public

computer. We also recommend that you do not store your password through your web browser or other software.

To read more about how we collect, use, and protect Personal Information, as well as the rights you may have to access, change, and delete your Personal Information, please see our [Privacy Policy](#).

You are responsible for implementing sufficient procedures and security mechanisms to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to and separate from this Site in order to reconstruct any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any third-party website linked to it.

Limitations on Use. The Services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national, and foreign laws, rules, treaties, and regulations in connection with your use of the Site and its content. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Site:

- 1) access or use the Site or Services if you are under the age of eighteen (18);
- 2) upload, post, e-mail, or otherwise transmit or submit (“Transmit”) any content to which you do not have the lawful right to copy, convey, and display (including any content that would violate any confidentiality or fiduciary obligations that you might have with respect to the content);
- 3) Transmit any content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right, or right of publicity);
- 4) Transmit harmful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, obscene, indecent, vulgar, lewd, violent, hateful, or otherwise objectionable content or material;
- 5) use the Site to collect or store personal data about other users without their express permission;
- 6) knowingly include or use any false or inaccurate information in any profile;
- 7) Transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes,” or any other form of solicitation, as well as viruses or

other computer code that may interrupt, destroy, limit the functionality of the Site, or interfere with the access of any other user to the Site;

8) Circumvent, disable, or otherwise interfere with security-related features on the Site or features that prevent or restrict use or copying of any content, or attempt to access or search the Site or download content from the Site through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Us or other generally available third party web browsers;

9) Attempt to probe, scan, or test the vulnerability of any system or network operated by Us, or breach or impair or circumvent any security or authentication measures protecting the Site;

10) Attack the Site via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Site;

11) Transmit any material to the Site that contains viruses, trojan horses, worms, time bombs, or any other harmful or deleterious programs;

12) Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the Site;

13) Use, display, mirror, or frame the Site, or any individual element within the Site, Transnetyx's name, any Transnetyx trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without our express written consent;

14) Access, tamper with, or use non-public areas of the Site, our computer systems, or the technical delivery systems of our providers;

15) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site;

16) Use any meta tags or other hidden text or metadata utilizing one of Transnetyx's trademark, logo URL or product name without our express written consent;

17) Use the Site for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Use;

18) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site to send altered, deceptive or false source-identifying information;

- 19) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- 20) Impersonate or misrepresent your affiliation with any person or entity;
- 21) Use the Site in any way that competes with us; or
- 22) Encourage, collaborate, or instruct any other person or entity to do any of the foregoing.

We reserve the right, in our sole discretion, to audit or otherwise monitor any communication transmitted using the Services. We further reserve the right at all times to review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, governmental request, or business assessment.

ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICES OR SITE, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COSTS AND EXPENSES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE FOREGOING, WE HEREBY DISCLAIM ANY OBLIGATION TO MONITOR USE OF THIS SITE OR THE SERVICES, OR TO RETAIN THE CONTENT ON THIS SITE, UNLESS OTHERWISE AGREED.

TRANSNETYX RESERVES THE RIGHT TO TERMINATE ACCESS TO AND USE OF THE SITE AND SERVICES AT OUR SOLE AND ABSOLUTE DISCRETION, AT ANY TIME, AND WITHOUT NOTICE TO YOU.

Links to Third-Party Websites. The Services, including this Site and the Application, may contain links to other websites on the Internet, and which are not maintained by Transnetyx. If you click on such a link and leave this Site and our Services, you do so at your own risk. By providing a link to a third-party website, we are not endorsing or attempting to associate with any other entity. Other websites are not under our control, and you acknowledge that we shall not be responsible or liable for any of the text, images, videos, content, or any other content or information from a third-party website. You also acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, any good, any service, or any other material provided through a third-party website.

Links to This Site. You may hyperlink to the homepage of this Site from any Acceptable Site (described below); provided, however, that you comply with the following conditions:

- 1) You may not frame the Site or any portion of the Site.
- 2) The hyperlink to the Site is not used in a way that suggests that Transnetyx endorses you or your website or is affiliated with or sponsors your website.
- 3) You obtain Transnetyx's prior written approval if you intend to use any logos, trademarks, or other copyrights materials for such hyperlink.
- 4) The link to this Site is not used or presented in any way that disparages Transnetyx or tarnishes, blurs, or dilutes the quality of Transnetyx's name or trademark or any associated good will.
- 5) Any link or authorized logo used as a link includes appropriate legends or other proprietary notices.
- 6) You agree that Transnetyx may terminate your right to link or hyperlink to the Site at any time for any reason or for no reason.

An "Acceptable Site" means a website that displays no objectionable content, including, but not limited to, any content, information in any medium or format, such as text, data, graphics, audio, or video, that (i) is libelous or defamatory, pornographic, sexually explicit, unlawful, or plagiarized, (ii) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically, or otherwise objectionable, or offensive in any way; (iii) constitutes a breach of any person's privacy or publicity rights a misrepresentation of facts, hate speech, or an infringement of any third party's intellectual property or proprietary rights of any kind, including, without limitation, copyright, patent, trademark, industrial design, trade secret, confidentiality, or moral rights, or (iv) violates or encourages others to violate any applicable law.

Reliance on Information Posted. We reserve the right to modify the Services, including any aspects of the Site and the Application, in our sole discretion without notice. We will not be liable if, for any reason, any part of the Services are unavailable for any period of time. Periodically, we may restrict access to portions of the Site or Services or the entire Site or all Services. We may make these modifications at any time and for any reason without prior notice. You assume any and all risk for decisions based on information contained within this Site. Likewise, from time to time, we may choose to display or offer experimental functionality or components available for use by some or all users of the Site, the Application, or other aspects of the Services. We may change or discontinue this experimental functionality at any time and for any reason, subject to our sole discretion and without any prior notice.

You assume any and all risk for decisions based on information contained within the Services. Any reliance you place, or decisions you make, on such information is strictly at your own risk.

We disclaim all liability and responsibility arising from any reliance placed on these Services by you or any other user of the Services, or by anyone who may be informed of any of its contents.

3. Intellectual Property

The Services, including, but not limited to, the Site, the Application, all article and/or trade journal citations, as well as all text, images, designs, graphics, content, source code, object code, data, features, functionality (including but not limited to all information, software, displays, enablement of video and audio, and the design, selection, and arrangement thereof) are owned by Transnetyx, our licensors, or other providers of such materials. For purposes of clarity, Transnetyx owns the rights to the compilation, arrangement, and assembly, along with any modifications, variations, updates, versions, and changes to all information entered and stored within the database associated with the Services. This material, collectively, is protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All of the aforementioned content is copyrighted material and is protected by the Copyright Act of 1976. You are not permitted to republish, reproduce, Transmit, transfer, prepare derivative versions or works, or otherwise use any content on appearing within the Services without prior, express, and written permission from the appropriate copyright holder.

You do not and will not acquire any intellectual property rights in the content appearing with the Services, including, but not limited to, the underlying Services and the content published herein, by your use of the Services. Subject to your compliance with the terms and conditions of these Terms of Use, we grant you a limited, non-exclusive, non-transferable, and revocable license, without the right to sublicense, to access and use the Services and to download and print any content provided by us, solely for your personal and non-commercial purposes. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the limited license expressly granted in the preceding sentence. No licenses or rights are granted to you by the terms of these Terms of Use with respect to any articles or trade journal materials which may be accessed by clicking on a third-party link on our Site. IT IS YOUR RESPONSIBILITY TO APPROPRIATELY USE ANY ARTICLE AND TRADE JOURNAL CITATIONS FOUND ON OUR SITE OR THROUGH OUR SERVICES WITH RESPECT TO MATERIAL COPYRIGHTED BY THIRD PARTIES.

4. Digital Millennium Copyright Act (17 U.S.C. § 512) (the “DMCA”) Policy

All notices of copyright infringement claims should be sent to the copyright agent designated in our DMCA Policy in the manner and by the means set forth therein. We have filed notice of our Designated Agent with the U.S. Copyright Office.

If you believe that any user contributions to the Site, the Application, or through our Services violate your copyright, please see our DMCA Policy for instructions on sending us a notice of copyright infringement. It is the policy of the Transnetyx to terminate the Accounts of repeat infringers.

5. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED OTHERWISE, THE SERVICES AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE CONTENT PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES, MISTAKES, OR TYPOGRAPHICAL ERRORS.

TRANSNETYX, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ALL WARRANTIES WHETHER ARISING OUT OF LAW, STATUTE, COURSE OF DEALING, TRADE USAGE, OR ANY OTHER RELATIONSHIP. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SITE OR INFORMATION FOUND ON THIS SITE. WE MAKE NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED WITHIN THE SITE. WE DO NOT WARRANT THAT THE SITE WILL BE OPERATIONAL, SECURE, ERROR-FREE, OR VIRUS FREE.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

6. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE TRANSNETYX, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THIS SITE.

You acknowledge that you are responsible for any actions you take while on this Site. You recognize that your use of the Site and any subsequent actions arising from your use of the Site are taken solely at your own risk.

YOU AGREE THAT IN NO EVENT WILL TRANSNETYX, OUR DIRECTORS, OUR OFFICERS, OUR EMPLOYEES, OUR CONTRACTORS, OUR AGENTS, OR OUR REPRESENTATIVES, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, OR UNDER ANY EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE

FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages. In those jurisdictions, Transnetyx's liability is limited to the greatest extent permitted by law.

7. Indemnification

You will indemnify, defend, and hold harmless Transnetyx, our licensors and affiliates, and our respective directors, officers, employees, contractors, agents, and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of, in connection with, or resulting from:

- 1) your access to or use of the Services and content included or made available in connection with the Services;
- 2) your violation of any of the provisions of these Terms of Use;
- 3) any activity related to your Account by you or any other person accessing the Services through your Account, including, without limitation, negligent or wrongful conduct; or
- 4) your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right.

For purposes of clarity, these indemnification obligations apply to: (i) your use of the Services, (ii) your use of the Services, (iii) your use of any information, data or content obtained from the Services, and (iv) any information you provide to, through or in connection with the Services.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

8. COPPA Notice

THIS SITE IS NOT INTENDED FOR USERS WHO ARE YOUNGER THAN THIRTEEN (13) YEARS OF AGE. You can learn more about our compliance with the Children's Online Privacy Protection Act ("COPPA") by reviewing our Privacy Policy.

9. Governing Law and Venue

These Terms of Use shall be construed, governed, and enforced under the laws of the United States and the State of Tennessee (without regard to rules governing conflict of laws). You

agree that venue for all actions, relating in any manner to this Terms of Use, shall be in a federal or state court of competent jurisdiction located in Shelby County, Memphis, Tennessee. Each party to these terms waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

10. Severability, Waiver, and Survival

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions will continue in full force and effect. No waiver by us of any term or condition set forth herein 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 us to assert a right or provision shall not constitute a waiver of such right or provision.

Upon any termination, deletion, or cancellation of your Account, all provisions of these Terms of Use which, by their nature, should survive, will survive, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

11. Changes to these Terms of Use

We will make changes to these Terms of Use from time to time. The date that these Terms of Use were last revised is identified at the top of the page. You are responsible for ensuring that you periodically visit our Site and these Terms of Use to check for any changes.

12. Contact Transnetyx

To ask questions or comment about these Terms of Use, you may contact us at:

E-mail Address: customerservice@transnetyx.com

Mailing Address:

Attention: Transnetyx.com Website Inquiry

Transnetyx, Inc.

8110 Cordova Rd. Suite 119

Cordova, TN 38016

13. Entire Agreement

These Terms of Use, along with the Privacy Policy, represent the entire understanding and complete agreement by and between you and Transnetyx.

Transnetyx reserves to itself any and all rights no expressly granted herein.

BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, AND YOU AGREE TO BE BOUND BY ALL APPLICABLE TERMS AND CONDITIONS.

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