

TERMS AND CONDITIONS

Acceptance of Terms and Conditions

By using the TestConfirm Mobile App or TestConfirm Website, purchasing or using any products offered on TestConfirm.com or TestConfirm Mobile App (the "Website") or by accessing, browsing and using the Website you agree to be subject to the following terms and conditions ("Terms and Conditions") as well as all other applicable laws. We reserve the right to update or modify these Terms & Conditions of use or to update or modify the Website without prior notice. If you do not agree to these Terms & Conditions, please do not use the Website.

THE INFORMATION AND MATERIALS CONTAINED IN THIS WEBSITE, MOBILE APP, AND ALL PRODUCTS AND SERVICES OFFERED BY CONFIRM BIOSCIENCES, INC. (TESTCONFIRM) ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Indemnification

I agree that my use of products and services offered by TestConfirm are governed by the Terms & Conditions set forth at www.TestConfirm.com (hereinafter Terms & Conditions), and I accept the Terms & Conditions as valid, enforceable and binding upon any and all actions related to arising out of my use of products and/or services provided by TestConfirm.

I agree to defend, indemnify and hold TestConfirm harmless from and against any and all claims, damages, costs and expenses, including attorney fees, arising from or related to use of TestConfirm, use of TestConfirm products and services, and/or my breach of any representation, warranty, or other provision of the Terms & Conditions.

Testing Products Are Offered Solely for Preliminary Screening Purposes

All testing products used on TestConfirm are solely for preliminary screening purposes, and are provided for the purpose of initial screening of health and/or other diagnostics. Although we stand by our products and strive to offer products with the highest level of reliability, the testing products and services offered by TestConfirm are not meant to substitute professional testing. The test kits offered by TestConfirm are not intended to replace professional health, legal, regulatory, veterinary or environmental services. TestConfirm shall have no duty to (a) provide any medical advice or warnings to the person who provides the sample or specimen, (b) maintain a chain of custody for the sample or test results, (c) retain samples, (d) testify in court, or (e) respond to questions from persons who have provided a sample or specimen. If TestConfirm or the laboratory used by TestConfirm, if any, or any of their respective officers, directors, shareholders, employees, agents, representatives, contractors, successors or permitted assigns is compelled to testify or provide records by subpoena, court order or government order, then you agree to promptly pay the fully burdened hourly rate for the person testifying plus the hourly rate for TestConfirm's attorney who accompanies the person testifying or providing records.

DISCLAIMER OF WARRANTIES

COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS, TESTS OR TEST RESULTS. COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE GOODS AND ITS SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY.

Analysis

Customer shall be solely responsible for obtaining all consents, waivers and authorizations that may be required from the person providing the sample or specimen including, but not limited to, HIPAA compliance, if any required. For products that require laboratory analysis, the Company and the laboratory designated by the Company may decline to test the sample or specimen unless the person providing the sample or specimen has provided Customer an appropriate consent, waiver and authorization and the Company has provided such consent, waiver or authorization to the Company. For samples that require laboratory analysis, the test results shall be provided by the laboratory to the Company who will notify the Customer but the Company and the laboratory shall have no duty to notify or advise the person who gave the sample or specimen. The Company and the Laboratory shall have no duty to (a) provide any medical advice or warnings to the person who provides the sample or specimen, (b) testify in court, or (c) respond to questions from persons who have provided a sample or specimen. Except as expressly provided for in Exhibit "A" the Company and the Laboratory shall have no duty to (i) maintain a chain of custody for the sample or test results, or (ii) retain samples. Customer acknowledges and agrees that the samples, specimens and test results are not intended to be admissible in court. The Company shall have no liability and Customer waives all claims it may have against Company and its shareholders, officers, directors, employees, agents, representatives, successors, and assigns for any inaccurate test results. Customer shall be solely responsible for all dealings with the person who is being tested and provides a sample or specimen. Customer shall be solely responsible for all employment related decisions, termination, retention and/or discipline in regard to the person providing the sample or specimen. Only laboratory tests (and not instant tests or preliminary screening tests) should be relied on for employment related decisions, termination, retention and/or discipline in regard to the person providing the sample or specimen. The Company makes no representation or warranty regarding the accuracy of the tests. The test results are qualitative and only indicate whether a specific drug is present but do not indicate the amount of the drug. A positive test for a prescription drug does not mean that a person is abusing the drug, because there is no way for the test to indicate acceptable levels compared to abusive levels of prescription drugs. Amphetamine results should be considered carefully, even those from the laboratory because some over-the-counter medications contain amphetamines that cannot be distinguished from illegally-abused amphetamines. Even if the test results are negative, there can be no absolute certainty that the person tested is free from drugs because the sample may have been taken when no drugs were present. It takes time for the drugs to appear in urine, hair, saliva or other human materials and the sample may have been taken too soon or too late. Many things can affect the accuracy of the test including, but not limited to, (i) how the test was done, (ii) the way the test was stored, (iii) what the person ate or drank before taking the test, and (iv) any prescription or over-the-counter drugs the person may have taken before the test.

Release Of Liability

You are accessing, using or browsing the Mobile App TestConfirm or TestConfirm Website at your own risk. TestConfirm AND ITS SUBSIDIARIES, PARENTS AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AUTHORIZED REPRESENTATIVES, AGENTS AND EMPLOYEES assume no liability or responsibility for any viruses that may infect your computer equipment or other property as a result of you accessing, using or browsing this Website or downloading any materials or content contained in this Website. In addition, TestConfirm AND ITS SUBSIDIARIES, PARENTS AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AUTHORIZED REPRESENTATIVES, AGENTS AND EMPLOYEES assume no liability or responsibility for any interruptions, defects, delays in operation or transmission or any access line or system failure. Neither TestConfirm AND ITS SUBSIDIARIES, PARENTS AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AUTHORIZED REPRESENTATIVES, AGENTS AND EMPLOYEES nor any third party involved in the creation, development, production or hosting of this Website will be liable to you for direct, punitive, special, consequential, incidental, or indirect damages of any kind or nature whether such liability is asserted on the basis of contract, tort or otherwise, even if TestConfirm has been advised of the possibility of such damages.

YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY FOR ANY CLAIM ARISING OUT OF THE PURCHASE OR USE OF PRODUCTS OR SERVICES OFFERED BY TestConfirm WILL BE

REPLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCTS, OR AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE. SELLER IS NOT TO BE LIABLE FOR CONTINGENT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHICH RELATE TO OR ARE OTHERWISE CONNECTED TO ANY PRODUCT OR SERVICE OFFERED BY TestConfirm.

Costs and Expenses of Any Subsequent Legal Action

In the event you or TestConfirm institutes any legal action to enforce or construe any of these Terms and Conditions (including in any arbitration or mediation), the non-prevailing party shall pay to the prevailing party the reasonable costs and expenses (including legal fees) incurred by such prevailing party in connection therewith.

Choice of Law, Forum Selection

This Agreement shall be construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State of California, County of San Diego and/or the Southern District of California.

Platform Licensing

TestConfirm provides a nonexclusive access to the Company's TestConfirm Mobile App or TestConfirm.com platform ("Platform"). The Company will work with the Customer to make the Platform available to the Customer but the Customer shall be solely responsible for the accuracy of all data input into and the data output from the Platform. The Company makes no representations or warranties regarding the functionality or availability of the Platform. The Company shall be the sole and exclusive owner of the Platform and all intellectual property related thereto subject to the ownership rights of the entities who have licensed software to the Company that is used to operate the Platform.

Additional Services

If Company or the laboratory used by the Company or any of their respective officers, directors, shareholders, employees, agents, representatives, contractors, successors or permitted assigns is compelled to testify or provide records by subpoena, court order or government order, then Customer shall promptly pay the fully burdened hourly rate for the person testifying plus the hourly rate for the Company's attorney who accompanies the person testifying or providing records.

Compliance

Each of the Parties shall comply with all federal, state and local laws, rules and regulations. If Company is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process from a governmental authority, agency or tribunal) to disclose any information that relates or refers to the Customer or the person who provides a sample or specimen, Recipient shall promptly notify the Customer of such request or requirement so that Customer may seek a protective order or other appropriate remedy. Company shall cooperate with Customer with respect to any such proceeding but the Company shall have no liability for complying with any such request or requirement.

Attorneys' Fees

The prevailing party in any arbitration or legal action arising out of or relating to this Agreement shall be entitled to an award of its attorneys' fees, expert witness fees and costs.

Force Majeure

Company shall not be liable for any delays in Delivery or testing for any reason including, but not limited to, fire, flood, strikes, lockouts, accidents, war, terrorist acts, insurrection, delays in transportation, equipment failure, telecommunications failures including Internet failures, shortage of materials, governmental interference or regulation, Acts of God or any other reason.

Arbitration

Any and all controversies, claims and disputes arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in the County of San Diego, State of California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall be an attorney admitted to practice law in the State of California with at least fifteen (15) years of business law experience. The award rendered by the arbitrator shall be final and non-appealable and may be entered as a final judgment in any court having jurisdiction thereof. The award of the arbitrator shall be in the form of findings of fact and conclusions of law and shall set forth in detail the legal and factual basis of the decision. The Parties agree that any and all controversies, claims and disputes arising out of or relating to this Agreement, or the breach thereof, shall be pursued against each other in arbitration on an individual basis without joinder of parties or consolidation of such claim with any other person's or entity's claim. To that end, each of the Parties hereby waives their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum. Each Party acknowledges that it has been advised by independent legal counsel and understands that by agreeing to this arbitration provision that it is giving up its right to trial by jury and giving up its right to appeal.

Miscellaneous

There shall be no third party beneficiaries of these Terms and Conditions or of your use of this Website; provided however that recipients of TestConfirm products or services shall become subject to these Terms and Conditions.

TestConfirm has the right to merge accounts that use the same company information or close accounts that have been inactive for a period of 60 days.

In the event that any of these Terms and Conditions is found to be illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from these Terms and Conditions, and all the remaining Terms and Conditions shall remain in full force and effect.

You represent and warrant that you have the legal right, power and authority to agree to these Terms and Conditions. You further agree that your access, use or browsing of this Website constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have validly entered into and accepted the terms of and otherwise authenticated your agreement with these Terms and Conditions and acknowledged and agreed that such agreement is an electronic record for purposes of E-Sign, UETA and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding against you and is irrevocable and irrefutable by you.