

## Terms and Conditions

*Last Updated: March 1, 2024*

### 1. Acceptance of These Terms

Please read these Terms and Conditions (the “**Terms**”) carefully before you start to use this website or our services. This website, [www.immunoprofile.com](http://www.immunoprofile.com) (the “**Site**,” including all subdomains), is a copyrighted work belonging to ImmunoProfile, LLC (“**we**,” “**us**,” and “**our**”). These Terms govern your access to and use of the Site and any services and products that you may access through the use of the Site (collectively, the “**Services**”). Specific features of the Services may have additional rules and terms associated with them, and such additional rules and terms will be prominently posted or otherwise made available to each user (“**you**” and “**your**,” including any entity you represent) and are incorporated herein by reference.

**Purpose of the Services.** ImmunoProfile provides certain at-home testing Services through the Site, including access to laboratory testing services performed by clinical labs, administrative support in connection with ordering testing services, access to an online platform through the Site used to receive and review testing results, and the ability to purchase clinical lab test and collection kits for use through the Services. All health and wellness information or resources available on the Site are for informational purposes only, and are not a substitute for direct health care services nor are they an indicator of specific results. We do not provide medical advice or care.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND IMMUNOPROFILE, LLC. BY USING THIS SITE AND THE SERVICES YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS, INCLUDING ALL EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN, AND WARRANT THAT YOU HAVE FULL AUTHORITY AND CAPACITY, LEGAL AND OTHERWISE, TO USE THE SERVICES. YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS.

THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED THROUGH BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE ARBITRATION PROVISIONS BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE OR REGISTER WITH THIS SITE. BY USING OR REGISTERING WITH THIS SITE, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE.

TESTING PRODUCT(S) FOR SALE THROUGH THE SITE CAN BE SOLD TO RESIDENTS IN ALL 50 STATES AND WASHINGTON D.C., SUBJECT TO CERTAIN RESTRICTIONS.

### 2. Health and Medical Disclaimers

You acknowledge and agree that the Services provided to you by ImmunoProfile, LLC do not constitute health care services, medical services, physical therapy services, mental health services, or treatment services of any

kind. The Services provided to you by ImmunoProfile, LLC are not meant to provide treatment or prevention for any medical condition or disease.

THIS SITE AND THE SERVICES MAY NOT BE APPROPRIATE FOR YOUR CLINICAL OR MEDICAL CONDITIONS OR NEEDS. DO NOT ACCESS THE SERVICES FOR EMERGENCY OR CRISIS CARE. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 OR GO TO THE NEAREST HOSPITAL IMMEDIATELY. WE DO NOT AND WILL NOT PROVIDE MEDICAL ADVICE. FOR MEDICAL ADVICE, PLEASE CONTACT YOUR PHYSICIAN OR ANOTHER LICENSED HEALTHCARE ADVISOR. ALL INFORMATION PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE.

ImmunoProfile, LLC does not represent or warrant that any of its independent contractors are licensed professionals in any jurisdiction, have completed any particular training or educational program, have met any recognized quality requirements, or hold any verification or certification. ImmunoProfile, LLC performs a review of all of its employees as permitted by law. All employees and contractors must agree to abide by ImmunoProfile, LLC's Terms and Conditions, Privacy Policy, and policies and procedures.

The Services and information contained on the Services are structured for use specific to certain lifestyle, wellness or health care services and are not, and should not, be considered, or used as comprehensive medical advice, care, diagnosis or treatment. Always seek the advice of your physician or other qualified health care provider with any questions you may have regarding general personal health, medical conditions, or drugs or medications, and before commencing or discontinuing any course of treatment, drug or medication. If you have a medical condition, consult your doctor before using the Services.

### **3. License to Use Website**

Subject to these Terms, you are granted a limited, nonexclusive, nontransferable, revocable license (without the right to sublicense) to make use of the Site, regardless of the medium by which the Site is accessed by you (e.g., via a web or mobile browser). You may view, copy, download, or print materials from the Site for your own personal use only. In this context, "personal use" does not include posting, uploading, or otherwise publishing the materials for any commercial purpose, except with our express written permission. This license does not include any rights not specifically enumerated herein.

You acknowledge that your use of the Site and Services is at our sole discretion and your license to use the Site and Services may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of the Site and Services, to terminate any user's account, where applicable, and to alter or delete any material submitted to the Site through the user's account, where applicable. Following termination of this license, these Terms shall apply to the extent practicable.

In order to access or purchase certain products or participate in certain of the Services, you may be required to agree and enter into, or acknowledge receipt of, one or more additional agreements, consents, assignments, releases or notices as a condition of accessing, purchasing or receiving those products or Services (collectively, "Additional Terms and Conditions"). To the fullest extent permitted by applicable law, any such Additional Terms and Conditions shall be incorporated into these Terms with respect to applicable Services or products, as the case may be, as and when they are entered into or acknowledged, and said Additional Terms and Conditions and these Terms shall be interpreted, to the fullest extent possible, as if they are incorporated into one and the same instrument.

## **Member Accounts.**

By creating an account through the Site, you agree to (i) provide truthful and accurate registration information as requested by ImmunoProfile; (ii) promptly inform ImmunoProfile of any changes to your registration information, including, but not limited to, your address and email address; (iii) take all reasonable precautions to safeguard access to your password and to prevent unauthorized access to or use of the Services; (iv) promptly report to us any unauthorized use of your login information or the Services of which you become aware; and, (v) ensure that you log out from your Member Account at the end of each session. Any parent or legal guardian who uses the Services on behalf of their minor child assumes full responsibility for ensuring the information that they provide to ImmunoProfile about their child is kept secure and that the information submitted is accurate.

You are responsible for keeping your account login credentials (username and password) confidential and not sharing them with any unauthorized person or entity. If you disclose your login credentials to someone or another entity, you are responsible for any use, disclosure, additions, deletions and modifications of your information.

The Site is intended for access and use by individuals over 18 years of age only. By using the Site, Services or creating an account, you represent and warrant (i) that you are at least 18 years old and reside in a state in the United States in which our Services may legally be provided; (ii) you can form a binding contract with ImmunoProfile; (iii) any sample you provide to ImmunoProfile is either your own, or the sample of a minor for whom you are a parent or legal guardian; and (iv) you are the person whose name and other information has been provided for the account that you have or are creating. You further understand and agree that satisfying the above requirements does not guarantee that you will receive the Services through the Site. Certain Services may only be available to individuals who satisfy additional eligibility criteria or who reside or are located in certain geographic locations.

## **The ImmunoProfile Services.**

All orders for laboratory tests are reviewed by a licensed physician to ensure that the test is appropriate for the listed Patient. We have partnered with a company that has physicians in the states where our users reside and who are authorized by state law to review all testing requests prior to fulfilling any order made through the Site.

The Services are intended for those who have reached the age of consent where the Services are being offered and you must be at least that age to purchase or register a test. As a parent or legal guardian, you may provide ImmunoProfile with personal information of your own minor child and may accept Services on behalf of your own minor child using your account. By registering a test for, or submitting any personal information about, a minor you represent that you are the minor's parent or legal guardian.

#### 4. Acceptable Use Policy

By using this Site or the Services, you agree to use the Site and Services in compliance with these Terms and all applicable rules and regulations, including the local, state, national, and international laws that apply to your jurisdiction. We are based in Florida, United States. The Site and Services are meant for use by persons within the United States. It may be illegal for certain persons to use the Site or Services in some countries. We make no claim that the Site or Services will be legal or accessible outside of the United States. You further agree and acknowledge that your use of this Site and the Services results in you sending electronic interstate transmissions through our computer network, and such transmissions may include, but are not limited to, any searches, file uploads, posts, instant messages, or emails.

The following uses of the Site are prohibited unless we have provided you express written permission to the contrary:

- a. Using the Site in a manner that causes, or may cause, damage to the Site or in a way that impairs visitors' abilities to access or use the Site and Services, including using the Site in a manner or for a purpose that is unlawful or fraudulent;
- b. Using the Site in order to copy, store, upload, publish, use, transmit, host, or distribute anything consisting of or linked to any computer virus, spyware, rootkit, worm, keystroke logger, or other malicious computer software or software that may destroy, damage, or alter a computer system;
- c. Conducting any systematic or automated data collection on or related to the Site or its users without their consent, including, without limitation, data mining, data extraction, scraping, data harvesting, "framing," or article "spinning";
- d. Using the Site to collect, harvest, or compile information or data regarding other users of the Site without their consent;
- e. Using software or automated agents or scripts to generate automated searches, requests, or queries on the Site or to mine data from the Site, provided, however, that operators of public search engines have our revocable permission to copy materials from the Site for the sole purpose of and only to the extent necessary for creating public search indices, but not caches or archives of such materials, according to the parameters in our robots.txt file;
- f. Transmitting or sending unsolicited communications, commercial or otherwise, or conducting any marketing activities, including using the Site to send spam, pyramid schemes, or chain letters;
- g. Republishing (including on another website), duplicating, copying, redistributing, selling, leasing, transferring, hosting, renting, or licensing any part of the Site or otherwise commercially exploiting content, whether in whole or in part, on the Site;
- h. Editing, modifying, making derivative works of, reverse engineering, or reverse compiling any information, content, systems, or Services on the Site;
- i. Accessing the Site in order to create a similar or competitive business, product, service,

or website;

j. Collecting, transmitting, distributing, uploading, or displaying any content or otherwise using the Site in a manner that (i) violates the rights of any third party, including any intellectual property rights or rights to privacy, (ii) is unlawful, tortious, threatening, vulgar, defamatory or libelous, pornographic, obscene, patently offensive, racist, or promotes physical harm or injury, (iii) causes or may cause harm to minors in any way, or (iv) impersonates another individual or organization or otherwise misrepresents affiliation with another person or entity without permission;

- k. Interfering with, disrupting, or overburdening servers or networks connected to the Site;
- l. Gaining or attempting to gain unauthorized access by any means to any part of the Site or to computers or networks connected to the Site; and
- m. Harassing, stalking, harming, or otherwise interfering with or negatively affecting another user's normal use and enjoyment of the Site.

### **3. International Use and Compliance**

Due to the global nature of the internet, you understand and agree that it is your responsibility to ensure that your use of the Site complies with all local, international, and other laws that may apply. In addition, United States import and export control laws and the import regulations of other countries may apply to the use of the Site. You agree not to export, upload, post, or transfer, directly or indirectly, any software, technical data, or technology acquired through us, the Site, or the Services in violation of such export or import laws, including, but not limited to, the United States Export Administration Regulations (EAR) and the various United States sanctions programs.

Note that testing product(s) for sale on this website can only be sold to customers residing in the USA.

### **4. Minors**

As a parent or legal guardian, you may provide ImmunoProfile with personal information of your own minor child in accordance with these Terms. Without limiting the foregoing, we do not knowingly seek or collect any personal information directly from children under the age of 18. If ImmunoProfile becomes aware that we have unknowingly collected any personal information directly from a child under the age of 18, we will take commercially reasonable efforts to delete such information from our systems.

### **5. Enforcement of Acceptable Use Policy**

We reserve the right to review and investigate your use of the Site and Services and to take any appropriate action against you that we determine is necessary in our sole discretion should you violate these Terms or otherwise create liability, loss, or damage for us, our users, or a third party. Such action may include, but is not limited to, restricting your account privileges or terminating your account, initiating proceedings to recover any losses and reporting you to law enforcement authorities.

### **6. Third-Party Resources**

The Site may contain links and advertisements to third-party websites and services (collectively, "**Third-Party Resources**"). You agree and acknowledge that Third-Party Resources are not under our control and we are not responsible for the content, products, or services they provide. We provide access to Third-Party Resources only as a convenience to you and do not monitor, endorse, warrant, or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use.

## **7. Modification of Site**

We reserve the right to modify, add to, suspend, or terminate all or part of the Site or Services at any time with or without providing prior notice to you. This includes the right to create limits on our visitors' use of Services and data storage. You agree that we are not liable for using or enforcing the rights stated in this paragraph. Unless we indicate otherwise, any future modifications to the Site or Services are subject to these Terms.

## **8. Support or Maintenance**

Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

## **9. Restricted Access**

Some parts of the Site may be restricted to certain visitors. If you have permission to access restricted parts of the Site, you agree to not share your access information and password with third parties. We may change the restricted parts of the Site from time to time. If you do not have access to restricted parts of the Site, you agree not to use another user's account to gain such access or otherwise attempt to gain improper access to the restricted parts of the Site.

## **10. Privacy**

We manage the collection, use, and security of your personal information according to our Privacy Policy, incorporated herein by reference. By using this Site, you consent to our collection and use of your personal information as set forth in the Privacy Policy.

At times we may need to send you communications related to the Site or the Services. Such communications are considered part of the Services, and you may not be able to opt out of receiving them.

We reserve the right to access and disclose the information you submit to the Site or Services if required to do so by law or if we have a reasonable, good-faith belief that doing so is necessary for (i) responding to requests for customer service, (ii) addressing fraud, security, or technical issues, (iii) protecting the rights, property, and safety of ImmunoProfile, LLC, its users, and the public, (iv) responding to legal claims and processes, or (v) enforcing these Terms, including investigating potential violations.

## **11. ImmunoProfile, LLC Rights and Ownership**

Unless otherwise stated, ImmunoProfile, LLC and its permitted licensors own all intellectual property rights in the Services, the Site, and its contents. These rights include, but are not limited to, ownership of all text, graphics, images, logos, copyrighted material, trademarks, patents, software, and other distinctive brand features displayed on the Site or Services, including the compilation of any of the foregoing items. Except for the limited rights granted by these Terms, neither these Terms nor your use or access to the Site or Services gives you or any third party any intellectual property rights. We reserve all rights not explicitly granted by these Terms, which do not grant any implied licenses. All copyrights, trademarks, and other

intellectual property notices on the Site or Services must be retained on all copies thereof. You may not publish, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the content on the Site or Services without our express prior written consent or the consent of any third-party owners of the content. Site and Services content is not for resale under any circumstances.

## **12. Copyright Policy**

We expect you to respect the intellectual property rights of others when using the Site and Services. We will respond to any notices of copyright infringement that we receive that comply with applicable law and are properly submitted to us (pursuant to 17 U.S.C. 512(c)). In order to submit a notice of infringement of your copyrighted material, please provide us with the following information:

- a. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- b. Identification of the copyrighted work or works claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Your contact information, including your address, telephone number, and an email address, if available;
- e. A statement by you 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 the law; and
- f. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We may remove any content that is alleged to be infringing at our sole discretion without prior notice and without liability to you. We also reserve the right to take other appropriate action against infringers, such as terminating the user's account if the user is determined to be a repeat infringer. Please send any notice of alleged copyright infringement to our designated copyright agent at the following address:

ImmunoProfile, LLC  
Attn: Copyright Agent  
4851 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
Phone: 877-446-6866  
Email: [info@immunoprofile.com](mailto:info@immunoprofile.com)



Note that pursuant to 17 U.S.C. 512(f), any material misrepresentation in a written notification that content is infringing or that allegedly infringing content was removed by mistake or misidentification automatically subjects the complaining party to liability for damages, including costs and attorney's fees incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by us, if injured by such misrepresentation.

### **13. Sales Policies**

TEST PRODUCT(S) FOR SALE ON THIS WEBSITE CAN BE SOLD TO RESIDENTS IN ALL 50 STATES and WASHINGTON D.C. Valid in all 50 states and Washington D.C. for ages 4+; however, for regulatory reasons, we do not offer tests to residents of NY under the age of 18.

All test product sales are final, and returns are not permitted. However, please note that a full refund will be provided if the test product sales order is not approved by a prescribing physician.

#### **Fees and Payment.**

You or your organization, if ordering through an organization, agree to be responsible for the payment of all fees when due. Fees will be paid at the time of purchase. Your credit/debit or HSA or FSA card will be charged the applicable fee.

All fees are as quoted on the Site or in the contract with your organization. We may revise our fees from time to time at our discretion. We will provide you with notice of any increase in the fee by email and by posting on the Site.

### **14. Refund and Cancellation Policies**

All sales are final, and cancellations are not accepted after placing the sales order. Note that only if the order is not approved by a prescribing physician will the order be cancelled and a full refund provided.

### **15. Shipping Policy**

After receipt of testing product(s) order, the Specimen Collection Kit will typically arrive within 7 days via U.S Postal Service.

After you have received the Specimen Collection Kit, please read the Instructions for Use, and follow each step carefully, including the shipping instructions. Once you are ready to return ship the Blood Collection Card as instructed, via UPS® in the shipping bag provided, the shipping typically takes 7 days via UPS® to arrive at the central lab.

## 16. Disclaimers

THIS SECTION ONLY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. **THE SITE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE CONTENT PROVIDED ON THE SITE. WE, OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.** THIS INCLUDES, WITHOUT LIMITATION TO THE FOREGOING, NO WARRANTY THAT THE SITE, ITS CONTENT, OR THE SERVICES WILL BE CONSTANTLY AVAILABLE OR AVAILABLE AT ALL, UNINTERRUPTED, USEFUL, TRUE, ACCURATE, NON-MISLEADING, TIMELY, RELIABLE, COMPLETE, ERROR-FREE, FREE OF OMISSIONS, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, LEGAL, OR SAFE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOUR USE OF THIS SITE AND THE SERVICES IS AT YOUR SOLE RISK AND WE ASSUME NO RESPONSIBILITY FOR HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, THE DELETION OF INFORMATION YOU TRANSMIT ON THE SITE, OR THE DELETION OR FAILURE TO STORE OR TRANSMIT USER CONTENT OR PERSONALIZATION SETTINGS THAT MAY RESULT FROM YOUR ACCESS TO OR USE OF THE SITE AND SERVICES. YOU HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT MAY CAUSE DAMAGE TO YOUR COMPUTER OR INTERNET ACCESS.

THE SERVICES, THE SITE, AND ITS CONTENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THIS SITE CONSTITUTES, IS MEANT TO CONSTITUTE, OR MAY BE USED AS ADVICE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL, FINANCIAL (INCLUDING TRADING OR INVESTMENT PURPOSES), OR MEDICAL ADVICE. WE ENCOURAGE YOU TO CONSULT THE APPROPRIATE PROFESSIONAL SHOULD YOU REQUIRE LEGAL, FINANCIAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

### **17. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IMMUNOPROFILE, LLC, INCLUDING ITS SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS, MAY NOT BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES; (iii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iv) ANY CONTENT OBTAINED FROM THE SERVICES; (v) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; OR (vi) OTHER MATTERS RELATED TO THE SITE OR SERVICES. THESE LIMITATIONS APPLY EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POTENTIAL LOSS OR LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT MAY OUR AGGREGATE LIABILITY EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SITE OR SERVICES. YOU FURTHER AGREE NOT TO BRING ANY CLAIM PERSONALLY AGAINST OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, PARTNERS, SUPPLIERS, OR LICENSORS.

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STATUTE, OR OTHERWISE.

NOTE THAT SOME JURISDICTIONS PROHIBIT THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE

THE LIMITATIONS AND EXCLUSION ABOVE MAY NOT APPLY TO YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **18. Indemnity**

You agree to indemnify, defend, and hold harmless ImmunoProfile, LLC and its subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, shareholders and owners, including, but not limited to, costs and attorney's fees, from any claim or disputes by a third party arising out of your use of the Site or Services, any content, results or other information received through the Site or Services, violation of these Terms, violation of applicable law, or your posting, modifying, or otherwise transmitting content through the Site or Services. We reserve the right, at your expense, to assume exclusive control over the defense of any claim or dispute for which you must indemnify us. You agree to cooperate fully with us in defending such claims or disputes, and you agree not to settle any such claims or disputes without our prior written consent. We will make a reasonable effort to provide you with notice of any such claim or dispute once we receive notice.

### **19. Release**

In the event you have a dispute arising out of, directly or indirectly, these Terms or your use of the Site or Services, you hereby release and forever discharge us, including our subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, shareholders, owners and licensors, from all related claims, actions, demands, disputes, damages, and liabilities, whether past, present, or future. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR 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 MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

### **20. Termination**

We may suspend or terminate your access to the Site or Services at any time and for any reason or no reason at all, with or without notice, at our sole discretion. This may result in deletion of information associated with your account. You may also terminate your account by deactivating it or by submitting a termination request and discontinuing your use of the Site and Services. Your account may be deactivated if it experiences a prolonged period of inactivity. Where applicable, all rights and responsibilities of the parties under these Terms will survive the termination of this agreement, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability.

## **21. Modification of These Terms**

We may modify or update these Terms from time to time at our sole discretion. All updates will be effective from the time and date that they are posted. We recommend checking this page regularly for any updates. Your continued use of the Site and Services signifies your acceptance of the updates that occur. We may send you notice of updates to these Terms, including, but not limited to, by email, posting on the Site, or other reasonable means.

## **22. Violations of These Terms**

Should you breach these Terms, we may take any and all actions we deem appropriate in our sole discretion under the circumstances, including, but not limited to, suspending, blocking, or terminating your access to the Site and Services and your account.

## **23. Dispute Resolution**

Unless both parties agree otherwise, you and ImmunoProfile, LLC agree that any dispute, claim, or controversy you may have arising out of or relating to the Site, Services, or these Terms will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. You further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and THE PARTIES FURTHER AGREE THAT EACH IS WAIVING ITS CONSTITUTIONAL RIGHT TO A TRIAL BY JURY AS WELL AS THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION. ALL CLAIMS AND DISPUTES RELATED TO YOUR USE OF THE SITE OR SERVICES OR ARISING UNDER THE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATING TO THE SITE, SERVICES, OR THESE TERMS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED. This provision will survive the termination of this agreement and the termination of your account.

You and ImmunoProfile, LLC agree that we may seek injunctive or other appropriate relief in the appropriate state or federal court should you violate or threaten to violate the intellectual property rights of us or our subsidiaries, affiliates, partners, suppliers, or licensors, and you consent to exclusive jurisdiction and venue in such courts.

## 24. General Terms

### a. Entire Agreement

These Terms and our Privacy Policy represent the entire and exclusive agreement between you and ImmunoProfile, LLC regarding your use of the Site and Services, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific Services we provide, partner or affiliate services, use of Third-Party Resources, or any purchases you may make through the Site.

In the event that these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version will prevail in all cases to the extent that such discrepancy is the result of an error in translation.

### b. Waiver and Severability

Our failure to enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

If any provision of these Terms or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these Terms; however, the remaining provisions will continue to be valid and enforceable according to the intentions of the Parties and to the maximum extent permitted by law. If it is held that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### c. Assignment

Your rights and obligations under these Terms, including any accounts, profiles, or personalization settings you may have, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempt to do so will be null and void. We may freely assign these Terms and our rights and obligations hereunder without notice to you, and these Terms will continue to be binding on assignees.

### d. Cumulative Rights

The rights of all parties under these Terms are cumulative and will not be construed as exclusive of each other unless otherwise required by law.

#### e. Law and Jurisdiction

These terms shall be governed by, and will be construed under, the laws of Florida, United States, without regard to or application of its conflict of law principles or your state or country of residence. All claims, disputes, and legal proceedings related to or arising out of these Terms or your use of the Site or Services will be brought exclusively in the federal or state courts located in Florida, and you hereby consent to and waive any objection of inconvenient forum as to such jurisdiction.

### **25. Electronic Communications**

Electronic communications occur whenever you use the Site or Services, you send us emails, we send you emails, and we post notices on the Site. You consent to receive such electronic communications and agree that the electronic communications, including, without limitation, all notices, terms, disclosures, and agreements, has the same legal effect and satisfy any legal requirement that such communications would satisfy if provided to you in a written hardcopy.

### **26. Feedback and Complaints**

You hereby assign to us all rights in any feedback or complaints you provide us concerning the Site or Services and agree that we have the right to use and fully exploit all such feedback or complaints in any manner we wish, commercial or otherwise. We will treat all such feedback or complaints as non-confidential and non-proprietary. Do not provide us with any feedback or complaints that you consider confidential or proprietary.

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814 or by telephone at (800) 952-5210.

### **27. Contact Information**

Please report any violations of these Terms to us. If you require any more information or have any questions about these Terms, you may contact us as follows:

ImmunoProfile, LLC  
4851 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
Phone: 877-446-6866  
Email: [info@immunoprofile.com](mailto:info@immunoprofile.com)