

## TERMS & CONDITIONS OF USE

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Evexia is not responsible for the medical care provided to any patient. It is the responsibility of the Client to obtain the proper patient authorization.

Evexia does not provide any diagnosis or treatment, and it is the Client’s responsibility to attend to any abnormal value results. In the event of “critical” lab results, as defined by the performing laboratory, Evexia will notify the Client as soon as it is aware of such result. No further action will be taken except in the case of a lab test ordered by a non-licensed clinician, in which case Evexia will also contact the patient or in the case of a minor patient, the parent of the patient.

Evexia reserves the right to change the pricing and/or availability of any product or service identified on the Site.

Evexia may at its sole discretion change, add, or delete portions of this Agreement at any time on a going-forward basis. It is the Client’s responsibility to check this Agreement for changes prior to use of

the Site or Services, and in any event Your continued use of the Site or Services following the posting of changes to this Agreement constitutes Your acceptance of any changes. Evexia will notify You of any such material changes by posting notice of the changes on the Site, and/or, in its sole discretion, by email. Certain services available through the Site may have their own terms and conditions that apply to Your use of those services. This Agreement does not alter in any way the terms or conditions of any of those other written or online terms and conditions or agreements You may have or will have with any subsidiary of Evexia Holdings, Inc. To the extent that there is any conflict between this Agreement and any other agreement pertaining to specific services or products provided by Evexia or its subsidiaries (a “Separate Agreement”), the terms of the Separate Agreement will govern.

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Certain Services are only available to Clients who are required to set up an account prior to accessing such Services ("Account"). Clients who set up an account are hereinafter referred to as “Registered Clients”. When You set up an Account, You are required to enter Your name, email address, telephone number, facsimile number, active licensing information and certain other information collected by Evexia. You may not transfer or share Your Password or Account (collectively, the "Account Information") with anyone.

You are solely responsible for maintaining the confidentiality of Your Account Information, and You are fully responsible for all activities that occur under Your Password and/or Account. You agree to immediately notify Evexia of any unauthorized use of Your Account Information or any other breach of security. You are solely responsible for the usage of Your Account.

Without limiting any rights, which Evexia may otherwise have, Evexia reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and Your Account, including without limitation the termination of Your Account, changing Your Password, or requesting additional information to authorize transactions on Your Account.

Notwithstanding the above, Evexia may rely on the authority of anyone accessing Your Account or using Your Password and in no event and under no circumstances shall Evexia be held liable to You for any liabilities or damages resulting from or arising out of (i) any action or inaction of Evexia under this provision, (ii) any compromise of the confidentiality of Your Account or Password, and (iii) any

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Without the written consent of Evexia, You may not (i) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (SPAM); (ii) use any high volume, automated, or electronic means to access the Services (including without limitation robots, spiders or scripts); or (iii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages.

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13. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Evexia, its parents, subsidiaries, affiliates, licensors, co-branders, suppliers and, and the officers, directors, employees, consultants, and agents of each, and other Registered Client and Visitors, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (1) User Content and any information You submit, post or transmit through the Site or Services, (2) Your use of the Site or Services, (3) Your violation of these System Rules, (4) Your violation of any rights of any other person or entity or (5) any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by You into the Services.

14. **TRADEMARKS.** Certain of the names, logos, and other materials displayed on the Site or in the Services may constitute trademarks, tradenames, service marks or logos ("Marks") of Evexia or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

15. **GEOGRAPHICAL RESTRICTIONS.** Evexia makes no representation that all products, services and/or material described on the Site, or the Services available through the Site, are appropriate or available for use in locations outside the United States or all territories within the United States. Registered Clients and Visitors access the Site and the Services on their own initiative and are responsible for compliance with local laws. Certain companies affiliated with Evexia provide services and operate websites which may be linked to the Site and which are governed by their own terms of use and not this Agreement and may be subject to laws of other local or international jurisdictions. For various legal and regulatory reasons, **EVEXIA DOES NOT DO BUSINESS IN NY, NJ, AND RI.** Before providing or making Services available to any Patient located outside of the United States, You must get prior approval from Evexia.

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16. **APPLICABLE LAW AND MANDATORY FORUM SELECTION CLAUSE.** These Terms of Use and Service and all matters arising out of or relating to same, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of CONNECTICUT including its statutes of limitations and APPLICABLE CONNECTICUT STATUTES, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the laws of any jurisdiction other than the State of CONNECTICUT to apply. Any action or proceeding by either party to enforce these Terms of Use and Service shall be brought only in any state court located in the state of CONNECTICUT, county of LITCHFIELD or any federal court located in the State of CONNECTICUT, county of FAIRFIELD. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum or lack of personal jurisdiction to the maintenance of any such action or proceeding in such venue.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or Services, or these Terms & Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

17. **SEVERABILITY AND ASSIGNMENT.** If any provision of these Terms of Use and Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms of Use and Service remain in full force and effect. You may not assign Your rights under these Terms & Conditions without Evexia's prior written consent, and any attempted assignment will be null and void.

18. **CLASS ACTION WAIVER.** You and Evexia 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 action. Unless both You and Evexia agree no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

19. **VOID WHERE PROHIBITED.** Although the Site may be accessible worldwide, not all features, products, or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations and states within the United States, or appropriate or available for use outside the United States. Evexia reserves the right to limit, in its sole discretion,

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20. SURVIVAL. The terms of Sections 6 through 19, and any other limitations on liability explicitly set forth herein will survive the expiration or earlier termination of the Agreement pursuant to this Agreement for any reason. Evexia's (and its licensors') proprietary rights (including any and all intellectual property rights) in and to its Content, its Technology and the Site or Services will survive the expiration or earlier termination of the Agreement pursuant to this Agreement for any reason.

21. VIOLATIONS. Please report any violations of these Terms of Service to:

Evexia Diagnostics, Inc.  
PO BOX 1272  
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