

**BODITECH/IMMUNOSTICS' RAPIDCHECK APPLICATION (POWERED BY SAFEKEY) END
USER LICENSE AGREEMENT AND TERMS OF USE**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

AGREEMENT TO TERMS

PLEASE READ THIS BODITECH/IMMUNOSTICS RAPIDCHECK END USER LICENSE AGREEMENT AND TERMS OF USE (THE "AGREEMENT") CAREFULLY BEFORE ACCEPTING IT AND INSTALLING THE BODITECH/IMMUNOSTICS RAPIDCHECK APPLICATION. REFERENCES IN THIS AGREEMENT TO THE "RAPIDCHECK APP" MEAN THE BODITECH/IMMUNOSTICS RAPIDCHECK APPLICATION (POWERED BY SAFEKEY); ALL RELATED MATERIALS, DOCUMENTATION, PROCESSES, LEARNINGS, MODELS, ALGORITHMS, SOFTWARE, SYSTEMS, APPLICATIONS, SYSTEMS, APIS, INTEGRATIONS, ARCHITECTURES AND TECHNOLOGIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED DATA MANAGEMENT SYSTEMS; AND ALL IMPROVEMENTS, MODIFICATIONS, ENHANCEMENTS, AND DERIVATIVES OF OR TO ANY OF THE ABOVE.

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU ("YOU" OR "YOUR") AND BODITECH/IMMUNOSTICS, INC. (TOGETHER WITH ALL OF ITS AFFILIATES, "BODITECH/IMMUNOSTICS," "WE," OR "US") (EACH A "PARTY", AND COLLECTIVELY THE "PARTIES"). BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE RAPIDCHECK APP YOU AFFIRM THAT: (1) YOU ARE 18 YEARS OF AGE OR OLDER AND A UNITED STATES RESIDENT, (2) YOU ARE AGREEING TO THIS AGREEMENT ON YOUR OWN BEHALF ONLY, (3) YOU HAVE READ, UNDERSTOOD, AND AGREED THAT YOU ARE BOUND BY THIS CONTRACT OF AGREEMENT. THE INFORMATION PROVIDED ON THE RAPIDCHECK APP IS NOT INTENDED FOR DISTRIBUTION TO OR USE BY ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LAW OR REGULATION OR WHICH WOULD SUBJECT US TO ANY REGISTRATION REQUIREMENT WITHIN SUCH JURISDICTION OR COUNTRY. ACCORDINGLY, THOSE PERSONS WHO CHOOSE TO ACCESS THE RAPIDCHECK APP FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

IF YOU ARE UNDER THE AGE OF 14, YOU MAY NOT LICENSE OR USE THE IMMUNOSTICS' RAPIDCHECK APP. IF YOU ARE 14 OR OLDER BUT YOUNGER THAN 18 ("MINOR"), YOU REPRESENT THAT YOU HAVE REVIEWED THIS AGREEMENT WITH YOUR PARENT OR LEGAL GUARDIAN AND THAT YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE A PARENT OR GUARDIAN PERMITTING A MINOR TO USE THE RAPIDCHECK APP, YOU AGREE TO: (I) SUPERVISE THE MINOR'S USE OF THE RAPIDCHECK APP; (II) ASSUME ALL RISKS ASSOCIATED WITH THE MINOR'S USE OF THE RAPIDCHECK APP, (III) ASSUME ANY LIABILITY RESULTING FROM THE MINOR'S USE OF THE RAPIDCHECK APP; (IV) ENSURE THE ACCURACY AND TRUTHFULNESS OF ALL INFORMATION SUBMITTED BY THE MINOR; AND (V) ASSUME RESPONSIBILITY AND ARE BOUND BY THIS AGREEMENT FOR THE MINOR'S ACCESS AND USE OF THE RAPIDCHECK APP.

SUPPLEMENTAL TERMS AND CONDITIONS OR DOCUMENTS THAT MAY BE POSTED ON THE RAPIDCHECK APP FROM TIME TO TIME ARE HEREBY EXPRESSLY INCORPORATED HEREIN BY REFERENCE. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO MAKE CHANGES OR MODIFICATIONS TO THESE TERMS AND CONDITIONS AT ANY TIME AND FOR ANY REASON. WE WILL ALERT YOU ABOUT ANY CHANGES BY

UPDATING THE “LAST UPDATED” DATE OF THESE TERMS AND CONDITIONS SET FORTH ABOVE AND YOU WAIVE ANY RIGHT TO RECEIVE SPECIFIC NOTICE OF EACH SUCH CHANGE. IT IS YOUR RESPONSIBILITY TO PERIODICALLY REVIEW THESE TERMS AND CONDITIONS TO STAY INFORMED OF UPDATES. YOU WILL BE SUBJECT TO, AND WILL BE DEEMED TO HAVE BEEN MADE AWARE OF AND TO HAVE ACCEPTED, THE CHANGES IN ANY REVISED TERMS AND CONDITIONS BY YOUR CONTINUED USE OF THE RAPIDCHECK APP AFTER THE DATE OF SUCH REVISED TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, DO NOT USE THE RAPIDCHECK APP. YOUR USE OF THE RAPIDCHECK APP IS ALSO SUBJECT TO THE BODITECH/IMMUNOSTICS PRIVACY NOTICE AVAILABLE THROUGH THE RAPIDCHECK APP, AND ANY OTHER TERMS AND CONDITIONS PRESENTED TO YOU BY BODITECH/IMMUNOSTICS.

TERMS AND CONDITIONS

1. **Your Access and Use Rights.** Subject to your compliance with this Agreement at all times, BODITECH/IMMUNOSTICS grants You a limited, personal, non-transferable, non-sublicensable, non-exclusive, revocable, right to download, install, access and use the RAPIDCHECK app exclusively on mobile or other devices that You own or control, for Your personal use only, and only within the United States. If You fail to comply with this Agreement, you must immediately cease all use of the RAPIDCHECK app and immediately delete the RAPIDCHECK app from Your mobile or other devices. You acknowledge and agree that You do not acquire any title, ownership, proprietary rights, interests, or Intellectual Property Rights (as defined below) in or to the RAPIDCHECK app. Any goodwill derived from Intellectual Property Rights pursuant to this Agreement shall accrue solely to the benefit of BODITECH/IMMUNOSTICS. Provided that you are eligible to use the RAPIDCHECK app, you are granted a limited license to access and use the RAPIDCHECK app and to download or print a copy of any portion of the content thereof to which you have properly gained access solely for your personal, non-commercial use. RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY BODITECH/IMMUNOSTICS.

For purposes of this Agreement, “Intellectual Property Rights” means any copyright, patent, trade secret, trade dress, trademark, functionality, rights in get-up, goodwill, rights in design, technology, artwork, computer software (including source code), database, and similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any media now known or hereafter invented, in any part of the world. You agree to refrain from any action that would diminish such rights accruing to BODITECH/IMMUNOSTICS.

2. **User Representations.** By using the RAPIDCHECK app, you represent and warrant that: (1) all information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the RAPIDCHECK app, and (5) you will not access the RAPIDCHECK app through automated or non-human means, whether through a bot, script or otherwise.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your access to the app and refuse any and all current or future use of the RAPIDCHECK app (or any portion thereof).

3. **Grant of Rights to BODITECH/IMMUNOSTICS.** You hereby grant to BODITECH/IMMUNOSTICS a world-wide, perpetual, irrevocable, non-exclusive, sub-licensable, right and license to access, use, disclose, copy, distribute, reproduce, modify, adapt, publish, translate, transform, and display the data submitted, input or uploaded by You into the RAPIDCHECK app and all data pertaining to You within the RAPIDCHECK app (collectively, the “Data” or “Your Data”) for the following purposes: (a) to operate the RAPIDCHECK app, including, without limitation, to perform all of its features and functions, which may include, without limitation, data sharing enabled by the RAPIDCHECK app; (b) to further develop and improve the RAPIDCHECK app and other of BODITECH/IMMUNOSTICS’s products and services; (c) to monitor the performance of the RAPIDCHECK app; and (d) to aggregate, anonymize, or de-identify the Data.

You further understand and agree that the RAPIDCHECK app is not intended as a storage repository for Your Data. BODITECH/IMMUNOSTICS has no responsibility or liability for any loss of Your Data.

4. **Acceptable Use; Notification of Unauthorized Use.** You shall not use, and shall not permit any third party to use, the RAPIDCHECK app to: (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of any component of the RAPIDCHECK app; (b) sell, transfer, sublicense, publish, disclose, display or otherwise make available any component of the RAPIDCHECK app (or copies thereof) to others; (c) use the RAPIDCHECK app in a way that abuses, disables, interferes with, or disrupts the RAPIDCHECK app or any other person or technology; (d) engage in activity that is illegal, tortious, fraudulent, false, or misleading; (e) transmit through the RAPIDCHECK app any material that may infringe the intellectual property or other rights of third parties; (f) distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature; (g) build a competitive product or service, or copy any features, functions, or graphics of the RAPIDCHECK app; (h) use the RAPIDCHECK app on any device You do not own or control; (i) use the RAPIDCHECK app in violation of any law, rule or regulation; (j) upload, download, email, transmit, store, or otherwise make available any data that is unlawful, harmful, invasive of another’s privacy, or otherwise objectionable; (k) delete the copyright or other proprietary rights notice from any content of the RAPIDCHECK app; (l) attempt to impersonate another user or person or use the username of another user; (m) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; (n) make improper use of our support services or submit false reports of abuse or misconduct; (o) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords, or (p) use the RAPIDCHECK app to advertise or offer to sell goods and services.

You shall notify BODITECH/IMMUNOSTICS immediately if You become aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the RAPIDCHECK app. In the event it is determined You no longer require access to the RAPIDCHECK app, you must immediately discontinue use of and uninstall the RAPIDCHECK app.

5. **Medical Advice Disclaimer.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE RAPIDCHECK APP DOES NOT CONSTITUTE AND DOES NOT PROVIDE ANY MEDICAL ADVICE, GUIDANCE OR THERAPY, AND IS NOT INTENDED TO REPLACE CONSULTATION WITH A LICENSED HEALTHCARE PROFESSIONAL FOR THE DIAGNOSIS, CURE, MITIGATION, TREATMENT, OR PREVENTION OF ANY DISEASE, INJURY, OR OTHER CONDITION. BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS ARE NOT ENGAGED IN

RENDERING MEDICAL, CLINICAL, THERAPEUTIC OR OTHER HEALTH- RELATED ADVICE AND ARE NOT RESPONSIBLE FOR NOTIFYING YOUR MEDICAL PROVIDER OR ANY OTHER HEALTHCARE PROFESSIONAL OF YOUR TESTING STATUS OR RESULTS. IF MEDICAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT MEDICAL PROFESSIONAL SHOULD BE SOUGHT. YOU AND YOUR PROVIDER OR OTHER MEDICAL PROFESSIONAL ARE SOLELY RESPONSIBLE FOR COMMUNICATING YOUR TESTING STATUS AND OTHER RELATED INFORMATION, PROVIDING FEEDBACK, AND DISCUSSING OR RECOMMENDING ANY TESTING OR TREATMENT OPTIONS. BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PRODUCTS, PROCEDURES, OR OPINIONS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS MADE OR ADVICE GIVEN AS A RESULT OF THE SELECTION AND YOUR USE OF THE RAPIDCHECK APP.

6. **Additional Disclaimers.** THE RAPIDCHECK APP IS NOT INTENDED FOR THE DIAGNOSIS OF, OR SCREENING FOR, COVID-19. BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS DISCLAIM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR THE AVAILABILITY, ACCURACY, LEGALITY, AND QUALITY OF: (I) THE RAPIDCHECK APP; (II) YOUR DATA; AND (III) ANY COVID-19 TESTING OR RESULTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE RAPIDCHECK APP AND YOUR DATA IS AT YOUR SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT LIES WITH YOU. BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS MAKE NO REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF: (I) THE RAPIDCHECK APP; (II) YOUR DATA; AND (III) ANY COVID-19 TESTING OR RESULTS. IN NO EVENT WILL BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, OR ITS SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY LOSSES RESULTING FROM MISTAKES, OMISSIONS, OR DELAYS RELATED TO THE RAPIDCHECK APP OR YOUR DATA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS MAKE AVAILABLE THE RAPIDCHECK APP AND YOUR DATA ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND QUALITY, AND OF LACK OF VIRUSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BODITECH/IMMUNOSTICS OR AN BODITECH/IMMUNOSTICS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS DO NOT GUARANTEE THAT THE FUNCTIONS CONTAINED IN THE RAPIDCHECK APP WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THAT APPLICABLE LAW REQUIRES BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, OR ITS SERVICE PROVIDERS TO PROVIDE WARRANTIES, YOU AGREE

THAT THE SCOPE AND DURATION OF SUCH A WARRANTY SHALL BE TO THE MINIMUM EXTENT REQUIRED TO BE PROVIDED UNDER SUCH APPLICABLE LAW.

WHERE YOU CHOOSE TO SHARE YOUR DATA, INCLUDING, WITHOUT LIMITATION, HEALTH-RELATED INFORMATION, FROM THE APP WITH THIRD PARTIES (MAKEMYTESTCOUNT.ORG), YOU ACKNOWLEDGE AND AGREE THAT BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR YOUR DECISION TO SHARE OR DISCLOSE YOUR DATA, INCLUDING, WITHOUT LIMITATION, HEALTH- RELATED INFORMATION. YOU HEREBY RELEASE BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS FROM ANY AND ALL LIABILITY THAT MAY ARISE FROM SUCH SHARING. YOUR EXPRESS CONSENT GIVEN DURING USE OF THE APP FOR TRANSFER OF YOUR PERSONAL HEALTH INFORMATION (WHICH MAY OR MAY NOT CONSTITUTE PHI UNDER HIPAA) CONSTITUTES YOUR COMPLETE IRREVOCABLE AND PERMANENT AGREEMENT AND VOLUNTARY CONSENT TO THE TRANSFER OF YOUR PERSONAL HEALTH INFORMATION TO ALL ENTITIES REFERRED TO OR IDENTIFIED IN SAID CONSENT.

YOU MAY CHOOSE TO REPORT (OR NOT REPORT) YOUR TEST RESULTS TO RELEVANT GOVERNMENTAL AUTHORITIES (MAKEMYTESTCOUNT.ORG) USING THE APP, UNLESS OTHERWISE REQUIRED BY APPLICABLE REGULATIONS OR LAWS. THIS CHOICE IS ENTIRELY YOURS AND BODITECH/IMMUNOSTICS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR YOUR DECISION IN THIS REGARD.

7. **Limitation of Liability.** NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE LIABILITY OF BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS, UNDER ANY PROVISION OF THIS AGREEMENT, OR OTHERWISE CONNECTED TO THIS AGREEMENT, AND YOUR SOLE AND EXCLUSIVE REMEDIES FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER THE FIXING, REPAIR OR OTHER RECTIFICATION OF ANY FAULTS WITHIN THE RAPIDCHECK APP, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, AND ITS SERVICE PROVIDERS BE LIABLE FOR ANY MONETARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE RAPIDCHECK APP OR YOUR DATA, FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOU DOWNLOADING THE RAPIDCHECK APP, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS DIRECTORS, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS LICENSORS, OR ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS ITS ESSENTIAL PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING BACK-UP PLANS AND SAFEGUARDS NECESSARY TO APPROPRIATELY ADDRESS YOUR NEEDS IN THE EVENT THAT AN ERROR IN THE RAPIDCHECK APP CAUSES DEVICE PROBLEMS OR DATA LOSSES.

8. **Intellectual Property Rights.** You acknowledge and agree that BODITECH/IMMUNOSTICS or its licensors own all legal right, title and interest in and to all aspects of the RAPIDCHECK app, and any improved, updated, upgraded, modified, customized, or additional parts thereof, including, but not limited to, graphics, user interface, scripts and software used to implement the RAPIDCHECK app, and any software or documents provided to You as part of or in connection with the RAPIDCHECK app, including, without limitation, all Intellectual Property Rights that exist therein, whether registered or not, and wherever in the world they may exist. Except as expressly provided in these Terms of Use, no part of the Intellectual Property may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

9. **Indemnification.** You agree to indemnify, defend and hold harmless BODITECH/IMMUNOSTICS, its affiliates, its licensors, its service providers, and its and their respective officers, directors, employees, agents, successors, assignees and licensors from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, lawyers' and experts' fees) arising out of or related to: (a) Your violation of any provision of this Agreement; law, rules, or regulations; or any third party rights; (b) Your use of the RAPIDCHECK app; (c) Your Data; or (d) Your acts or omissions.

10. All content and materials that comprise the RAPIDCHECK app, including, without limitation, the RAPIDCHECK app design, text, graphics, photographs, illustrations, images, icons, and other materials, data, and information (collectively, the "Content"), are protected by copyright under U.S. and international copyright laws and treaties and are the exclusive property of BODITECH/IMMUNOSTICS. You shall not remove any product identification, copyright notices, or proprietary restrictions. No portion of the RAPIDCHECK app may be reproduced in any form or by any means, except as expressly permitted in this Agreement. Any unauthorized copying of the RAPIDCHECK app or failure to comply with any of the terms of this Agreement will result in automatic termination of this Agreement and You agree will constitute immediate and irreparable harm to BODITECH/IMMUNOSTICS, its affiliates, its licensors, and its service providers for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy.

11. All trademarks, service marks, trade names, trade dress, and products displayed on the RAPIDCHECK app are protected in the United States and internationally and are either owned or used under license by BODITECH/IMMUNOSTICS. The unauthorized use of any BODITECH/IMMUNOSTICS trademark is strictly prohibited, and nothing contained herein or on the RAPIDCHECK app may be construed as granting, by implication, estoppels, or otherwise, any right or license to use any trademark.

12. All structure, organization, and code of the RAPIDCHECK app are the valuable trade secrets and confidential information of BODITECH/IMMUNOSTICS or its licensors.

13. **Feedback.** Any submissions by You (e.g., comments, questions, suggestions, materials – collectively, ("Feedback")) through any communication to Boditech/Immunostics whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and BODITECH/IMMUNOSTICS is free to use, without any notice, attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that

BODITECH/IMMUNOSTICS is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

You may leave reviews or ratings about the RAPIDCHECK app on any websites. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the RAPIDCHECK app; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

14. **Confidentiality.** You shall hold BODITECH/IMMUNOSTICS's Confidential Information in confidence and shall not disclose Confidential Information to any third party without BODITECH/IMMUNOSTICS's prior written consent. "Confidential Information" means any information disclosed by BODITECH/IMMUNOSTICS that is not generally known to the public or, by its nature, should be reasonably considered confidential. You acknowledge and agree that a breach of this clause would cause irreparable harm and that BODITECH/IMMUNOSTICS shall, in addition to any and all remedies available to BODITECH/IMMUNOSTICS under this Agreement and at law and in equity, be entitled to seek equitable relief from such breach.

15. **Termination.** BODITECH/IMMUNOSTICS has the right to suspend or terminate Your access to the RAPIDCHECK app and Your Data immediately and without notice or terminate this Agreement at any time if: (a) You breach any provision of this Agreement; (b) BODITECH/IMMUNOSTICS elects at its discretion to cease providing access to the RAPIDCHECK app or Your Data; or (c) in other circumstances and for other reasons determined by BODITECH/IMMUNOSTICS in its sole discretion.

16. Upon termination of Your access to the RAPIDCHECK app, all rights granted under this Agreement, including, without limitation, any licenses, shall cease, you must immediately cease all activities authorized by the Agreement and You will no longer be able to use or access the BODITECH/IMMUNOSTICS' RAPIDCHECK App or Your Data. All data and materials, including, without limitation, Your Data, may be irretrievably deleted by BODITECH/IMMUNOSTICS.

17. **Links to Other Sites From the App; Third-Party Materials and Products.** Because BODITECH/IMMUNOSTICS has no control over and does not endorse, adopt, approve of, or recommend any third-party, non-BODITECH/IMMUNOSTICS websites or apps, or of any information, graphics, materials, products, or services referred to or contained in such non-BODITECH/IMMUNOSTICS websites or apps to which the content may be linked, you agree that Your access to such other websites or apps is at your own risk. Any links to these non-BODITECH/IMMUNOSTICS websites or apps are provided for convenience only and may not remain current or be maintained. Unless otherwise stated in this Agreement, all ownership and Intellectual Property Rights in and to non- BODITECH/IMMUNOSTICS websites and apps and the use of them is governed by separate third party terms between You and the third party. BODITECH/IMMUNOSTICS accepts no liability for anything associated with third-party websites or apps, the content on any third-party apps or websites, or a third party's privacy practices.

18. Portions of the RAPIDCHECK app may include material provided by third parties, in which Intellectual Property Rights subsist (“Third Party Materials”). The licensors of such Third Party Materials retain all of their respective right, title, and interest in and to such Third Party Materials.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE USING THE RAPIDCHECK APP IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES THAT ARE NOT PROVIDED BY BODITECH/IMMUNOSTICS AND FOR WHICH BODITECH/IMMUNOSTICS, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS HAVE NO RESPONSIBILITY AND LIABILITY, INCLUDING BUT NOT LIMITED TO, YOUR MOBILE DEVICE. YOU ARE RESPONSIBLE FOR OBTAINING, MAINTAINING, AND PAYING FOR ALL HARDWARE, TELECOMMUNICATIONS, AND OTHER SUPPLIES OR SERVICES NOT PROVIDED BY BODITECH/IMMUNOSTICS THAT ARE NEEDED TO RECEIVE, ACCESS, OR USE THE RAPIDCHECK APP AND YOUR DATA.

19. **Governing Law, Venue and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its choice of legal provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States shall govern to the fullest extent possible. Notwithstanding the foregoing, in the event of a breach or threatened breach of Your obligations with respect to confidentiality or intellectual property, BODITECH/IMMUNOSTICS will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction. You agree that this Agreement shall be fully performable in the State of New Jersey. You agree that jurisdiction and venue are proper to arbitration in New Jersey in accordance with the Arbitration Rules of the International Chamber of Commerce for the time being in force with regard to any proceedings arising from this Agreement or the relationship between the Parties hereto. The arbitration shall be conducted by three arbitrators and shall be conducted in English. The award rendered by the arbitrator(s) shall be final and binding upon the Parties concerned. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

20. **APP MANAGEMENT.** We reserve the right, but not the obligation, to: (1) monitor the RAPIDCHECK app for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your information or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the RAPIDCHECK app or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the RAPIDCHECK app in a manner designed to protect our rights and property and to facilitate the proper functioning of the RAPIDCHECK app.

We cannot guarantee the RAPIDCHECK app will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the RAPIDCHECK app, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the RAPIDCHECK app at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the RAPIDCHECK app during any downtime or discontinuance of the RAPIDCHECK app.

Nothing in these Terms of Use will be construed to obligate us to maintain and support the RAPIDCHECK app or to supply any corrections, updates, or releases in connection therewith.

21. **Digital Millennium Copyright Act (DMCA) Notice and Policy.** We respect the intellectual property rights of others. If you believe that any material available on or through the RAPIDCHECK app infringes upon any copyright you own or control, please immediately notify us at technical@immunostics.com (a "Notification"). Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the RAPIDCHECK app infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the RAPIDCHECK app are covered by the Notification, a representative list of such works on the RAPIDCHECK app; (3) 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; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has 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 (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

22. **Export Law.** The RAPIDCHECK app is subject to United States export controls, restrictions, including any United States embargoes or other federal rules and regulations restricting exports. Unless in compliance with applicable law and specifically authorized in writing by BODITECH/IMMUNOSTICS prior to any access, you shall not export the RAPIDCHECK app under any circumstances whatsoever. Even with BODITECH/IMMUNOSTICS's authorization, it is Your obligation to obtain any required authorization and/or approval from any governmental authority as may be necessary to export or import the RAPIDCHECK app.

23. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

24. **Entire Agreement, Order of Precedence and Modifications or Amendments.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings of the parties, whether written or oral, with respect to the subject matter. Any pre-printed or other standard terms set forth on any customer order, acknowledgment or other form shall be deemed void and of no force or effect. This Agreement may be updated by BODITECH/IMMUNOSTICS from time to time, by notifying You of such changes by reasonable means, including, without limitation, by displaying a revised Agreement in the RAPIDCHECK app.

25. **Force Majeure.** BODITECH/IMMUNOSTICS shall not be liable for failure of delay in performing obligations set forth in this Agreement, nor shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any other causes reasonably beyond the control of BODITECH/IMMUNOSTICS.

26. **Assignment.** This Agreement may not be assigned by You without the prior written consent of BODITECH/IMMUNOSTICS. Any purported assignment in violation of this section shall be void.

27. **No Agency.** Nothing contained in this Agreement will be construed as creating any agency, partnership, employment, or other form of joint enterprise between You and BODITECH/IMMUNOSTICS.

28. **Headings.** This Agreement contains headings only for convenience and the headings do not constitute or form any part of this Agreement and should not be used in the construction of this Agreement.

29. **Electronic Communications, Transactions, and Signatures.** Visiting the RAPIDCHECK app, sending us emails, and/or completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the RAPIDCHECK app, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE RAPIDCHECK APP. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.