

# Terms of Service

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The Terms of Service (“**Terms**”) govern your use of [www.carbiotix.com](http://www.carbiotix.com), other websites operated by Carbiotix, mobile applications provided by Carbiotix, products provided by Carbiotix, and services provided by Carbiotix. We are committed to providing you a secure, user-controlled environment for the use of our Services.

By accessing and/or using Services, creating an account, submitting a microbiome sample, taking a personalized soluble fiber supplement, or clicking a button marked “**Approve**” in connection with approving a subscription, you signify that you have read, understood, and agree to be bound by these Terms, and to the collection and use of your information as set forth in the Carbiotix Privacy Policy ([www.carbiotix.com](http://www.carbiotix.com)). These Terms apply to all visitors, users, and others who register for or otherwise access Services.

Certain Services may be subject to additional terms and conditions specified by us from time to time, and your use of such Services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference.

We may modify the Terms at any time, at our sole discretion. If we do so, we will inform you of the modified Terms. It is important that you review the Terms whenever we modify them. If you continue to use the Services after we have informed you of the modified Terms, you consent to being bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you may no longer use the Services. We may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

**PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS AFFECT YOUR LEGAL RIGHTS, INCLUDING LIMITING YOUR DAMAGES IF YOU SUE US. THESE TERMS ALSO CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

Table of Contents

1. DEFINITIONS
2. ELIGIBILITY
3. USE OF SERVICES
4. PURCHASING, PAYMENTS & CONDITIONS
5. RISKS AND CONSIDERATIONS REGARDING CARBIOTIX SERVICES
6. USER REPRESENTATIONS AND AGREEMENT
7. ACCOUNT CREATION, CUSTOMER ACCOUNT, PASSWORD, & SECURITY OBLIGATIONS
8. LIMITED LICENSE
9. CUSTOMER CONDUCT – UNLAWFUL AND PROHIBITED USE
10. EXPORT CONTROL AND APPLICABLE LAWS & REGULATIONS
11. MATERIAL POSTED THROUGH THE SERVICE
12. MATERIAL PROVIDED TO CARBIOTIX – YOUR PROPRIETY RIGHTS
13. INDEMNITY
14. MODIFICATION OF SERVICE
15. TERMINATION
16. SURVIVAL OF TERMS
17. THIRD-PARTY LINKS AND SERVICES ON THE CARBIOTIX
18. CARBIOTIX PROPRIETY RIGHTS
19. DISCLAIMER OF WARRANTIES
20. LIMITATION OF LIABILITY
21. NOTICE
22. CHANGES TO THESE TERMS
23. VIOLATION OR SUSPENDED VIOLATION OF THESE TERMS
24. GOVERNING LAW, ARBITRATION, AND CLASS ACTION/JURY TRIAL WAIVER

## 25. MISCELLANEOUS

### 1. DEFINITIONS

- a. **"Aggregated Microbiome and Self-Reported Information"** is Microbiome Information and Self-Reported Information that has been stripped of Registration Information and combined with data from a number of other users sufficient to minimize the possibility of exposing individual-level information while still providing scientific evidence.
- b. **"Microbiome Information"** is information regarding your microbiome (including faecal, buccal, vaginal and skin microbiome) generated through processing of your sample by Carbiotix or by its contractors.
- c. **"Personal Information"** is information that can be used to identify you, either alone or in combination with other information. Carbiotix collects and stores the following types of Personal Information: Registration Information, Self-Reported Information, Microbiome Information.
- d. **"R&D"** means research and development activities performed by Carbiotix on user data. These activities may include improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- e. **"Registration Information"** is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, age, gender, email, shipping address, user ID and password, and payment information).
- f. **"Self-Reported Information"** is all information about yourself, including your personal traits, gut history status, medicine use, disease conditions, other health-related information, diet, physical activity status, sleeping status, lifestyle status, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your Carbiotix account.
- g. **"Services"** means Carbiotix products (including personalized soluble fiber supplements), software, services (including Carbiotix microbiome analysis services), and website (including text, graphics, images, and other material and information) as accessed from time to time by the user, regardless if the use is in connection with an account or not. The Services include access to the Carbiotix public website and personal services, including the collection and analysis of your sample.
- h. **"Carbiotix", "we", "our" or "us"** means Carbiotix AB whose principal place of business is at Scheelevägen 22, 223 63 Lund, Sweden.
- i. **"User Content"** is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - other than Microbiome Information and Self-Reported Information - generated by users of Carbiotix's Services and transmitted, whether publicly or privately, to or through Carbiotix.
- j. The term **"including"** shall be interpreted as not limiting.

### 2. ELIGIBILITY

- a. You may not use the Services if you (1) are not of legal age to form a binding contract with Carbiotix, (2) are a person barred from receiving the Services under the laws of the jurisdiction in which you are resident or from which you use the Services, (3) have been previously denied use of the Services, or (4) are using the Services on behalf of another person, but you do not have the legal authority to enter into an agreement on behalf of such other person.
- b. You may not use the Services if you are, unless authorised by Carbiotix, using the Services for a business or commercial purpose, or any purpose other than personal use.

c. In addition to the conditions above, if you contribute or otherwise provide your own Microbiome Information and/or take a personalized soluble fiber supplement, you must be eighteen (18) years of age or older to agree to these Terms on behalf of yourself or those for whom you have legal authority to agree.

d. If your use of the Services includes creating a Carbiotix account, without submitting a sample or otherwise providing Microbiome Information, you must be thirteen (13) years of age or older to use the Services and accept these Terms, unless the laws of the jurisdiction in which you are resident establish a higher age.

### **3. USE OF SERVICES**

a. In order to use the Services, you must obtain Internet access, either directly or through devices that access web-based content, subscribe to the Service following the process outlined on our website, and pay any Service fees associated with such Subscription. You are solely responsible for paying such fees. In addition, you must provide all equipment necessary to make such Internet connection, including a computer and modem or other access device. You are solely responsible for providing such equipment. You acknowledge and agree that while Carbiotix may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Carbiotix at any time, at Carbiotix's discretion.

b. It is important that you provide us with accurate, complete and up-to-date Personal Information, and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you do not, we might have to suspend or terminate your account. You agree that you will not disclose your password to anyone and you will notify us immediately of any unauthorized use of your Personal Information. You are responsible for all activities related or in connection with your Personal Information, whether or not you know about them.

c. You may stop using the Services at any time. You do not need to specifically inform Carbiotix when you stop using the Services unless you are requesting closure of your account. Carbiotix assumes no responsibility for the use of Services outside of the Terms.

### **4. PURCHASING, PAYMENTS AND CONDITIONS**

a. When you purchase the Services through a subscription ("**Subscription**"), we will review the information you provide for validity by verifying your payment method ("**Payment Method**") and shipping address.

b. We accept various Payment Methods for our Service, including Mastercard, Visa, American Express and Discover Card.

c. You authorize us to provide your Payment Method to our third party payment processor(s) so we can complete your Subscription and charge your Payment Method accordingly.

d. By agreeing to these Terms and purchasing a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or us.

e. Your Payment Method will be billed monthly in advance of your monthly subscription date. A Subscription continues until you elect to cancel it. You will be billed every 30 days for the following 30 days. Carbiotix has the right to set subscription dates at its own discretion. You will be informed of your subscription date under your calendar.

f. Subscription fees are subject to change. We will notify you before any change in Subscription fees.

g. You may add, remove or change products and services under My account on carbiotix.com. Users are required to approve all changes to monthly subscription fees under subscription and approval.

h. Subscriptions may not be accepted for shipment to certain addresses and territories. We may contact you (via email or phone) if additional information is required to accept and process your Subscription. Invalid Personal Information may result in delays processing your Subscription. You are required to inform Carbiotix if you move your address to a different country or territory.

i. All Subscriptions are subject to acceptance by Carbiotix. We will send you an email to confirm acceptance. The contract between you and us will only be made when we send you this email to confirm acceptance. Carbiotix will charge your chosen Payment Method after we accept your Subscription.

j. We will not be responsible (i) for any charges that your Payment Method issuer may apply to you as a result of processing your payment, (ii) if your Payment Method issuer refuses or fails to authorize payment by you, or (iii) for any delays or non-delivery of Services that may arise due to any validation checks that may be carried out regarding your payment or identification.

k. Without prior notification, Carbiotix maintains the right to cancel or suspend Subscriptions, as well as close an account, for any reason or no reason at all. If a Payment Method is not approved, you will have 7 days to correct the Payment Method before your Subscription is deactivated. If your Subscription is cancelled or suspended, we will attempt to notify you using the email address you have given us.

l. Carbiotix reserves the right not to sell to resellers, dealers, or distributors.

m. In the event that a Subscription is listed at an incorrect price or with incorrect information due to an error in pricing or Subscription information, Carbiotix shall have the right, at our sole discretion, to refuse or cancel any Subscription. If a Subscription is incorrectly priced, we will either contact you with instructions or cancel your Subscription and notify you of such cancellation.

n. You may elect to cancel your Subscription through your My account page or by emailing us at [customer@carbiotix.com](mailto:customer@carbiotix.com). Cancellations must be made before the last cancellation date found in your calendar.

o. All Subscription prices are presented on our website and include applicable taxes in the EU, when viewed from the EU. Users are responsible for paying all applicable customs duties and local taxes levied on items shipped outside the EU.

p. You can track key dates related to your Subscription in the calendar on your dashboard.

q. If you decide for any reason to cancel your subscription and return the items shipped to you during the subscription period, your plan fee for the most recently billed subscription period will be refunded to the credit card stated in your payment method. This refund does not apply to shipping and handling costs. Refund processing times can take up to 5 working days after receiving returned items in their original packaging.

r. If you decide to cancel a Subscription, we will allow you to fully access the Services until the most recently paid-up Subscription period ends.

s. Your personalized soluble fiber supplement, microbiome sample kits and return envelopes will be delivered to you in accordance with the Terms. Information related to deliveries can be found in your calendar. The selected plan and shipping method on the billing date will be the plan and shipping method used for the subsequent subscription date.

t. No Sales to Children. Carbiotix does not sell its Service for or to children, but only to adults who can purchase with a permitted Payment Method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent or legal guardian.

u. Offers. You acknowledge and agree that any offers made available through the Service are subject to change at any time and from time to time.

## 5. RISKS AND CONSIDERATIONS REGARDING SERVICES

### Microbiome Information:

Once you obtain your Microbiome Information, the knowledge is irrevocable. You should not assume that any information we may be able to provide to you, whether now or as microbiome research advances, will be welcome or positive. You should also understand that as research advances, in order for you to assess the meaning of your microbiome sample data in the context of such advances, you may need to obtain further services from Carbiotix or from your physician or other health care provider. You may learn information about yourself that you do not anticipate. This information may evoke strong emotions and has the potential to alter your life and worldview. You may discover things about yourself that trouble you and that you may not have the ability to control. These outcomes could have social, legal, or economic implications. The laboratory may not be able to process your sample, and the laboratory process may result in errors. The laboratory may not be able to process your sample if your sample does not contain sufficient material, or the results from processing do not meet our standards for accuracy. Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory process may be uninterpretable or incorrect (referred to as "Errors"). As this possibility is known in advance, users are not entitled to refunds where these Errors occur. You should not change your health behaviors solely on the basis of information from Carbiotix. Make sure to discuss your Microbiome Information with a physician or other health care provider before you act upon your Microbiome Information or other information that we provide. If you have concerns or questions about what you learn through Carbiotix, you should contact your physician or other health care provider. Microbiome research is not comprehensive. Microbiome Information you share with others could be used against your interests. You should be careful about sharing your Microbiome Information with others. Currently, very few businesses or insurance companies request microbiome information, but this could change in the future. You may want to consult a lawyer to understand the extent of legal protection of your Microbiome Information before you share it with anybody. Furthermore, Microbiome Information that you choose to share with your physician or other health care provider may become part of your medical record and through that route be accessible to other health care providers and/or insurance companies in the future. Microbiome Information that you share with family, friends or employers may be used against your interests. Even if you share Microbiome Information that has no or limited meaning today, that information could have greater meaning in the future as new discoveries are made. If you are asked by an insurance company whether you have learned Microbiome Information about health conditions and you do not disclose this to them, this may be considered to be fraud. We do not provide medical advice. The Microbiome Information provided by Carbiotix is for research, informational, and educational use only. Many of the discoveries that we report have not been clinically validated, and the technology we use, which is the same technology used by the research community, to date has not been widely used for clinical testing. As a result of the current state of microbiome knowledge and understanding, our Services are for research, informational, and educational purposes only. The Services are not intended to be used by you for any diagnostic purpose and are not a substitute for professional medical advice. You should always seek the advice of your physician or other health care provider with any questions you may have regarding diagnosis, cure, treatment, mitigation, or prevention of any disease or other medical condition or impairment or the status of your health. As explained on our website, Carbiotix believes that:

- a. Microbiomes are only part of the picture of any individual's state of being;
- b. The state of the understanding of microbiome information is rapidly evolving and at any given time we only comprehend part of the picture of the role of microbiomes, and;
- c. Only a trained physician or other health care provider can assess your current state of health or disease, taking into account many factors, including in some cases your microbiomes as well as your current symptoms, if any. Reliance on any information provided by Carbiotix, Carbiotix employees, others appearing on our website at the invitation of Carbiotix, or other visitors to our website is solely at your own risk. The samples collected of your microbiome are may contain human material, but are not tested or processed to detect or analyze human material, and are treated accordingly.

## Personalized Soluble Fiber Supplement:

You should follow all instructions and fully understand all information located on the containers and sachet labels. This includes dosing instructions, storage information, and product information and warnings. Failure to follow instructions may impact intended effects and place you at risk. If you are unsure whether a personalized soluble fiber supplement is suitable for you or may negatively impact you, consult a physician for advice. The personalized soluble fiber supplements used by Carbiotix are approved for use as food supplements at the recommended doses.

## 6. USER REPRESENTATIONS AND AGREEMENT

By accessing the Services, you agree, acknowledge, and represent the following:

- a. You understand that information you learn from Carbiotix is not designed to diagnose, prevent, or treat any condition or disease or to ascertain the state of your health and that you understand that your Microbiome Information is intended for research, informational, and educational purposes only. You acknowledge that Carbiotix urges you to seek the advice of your physician or other health care provider if you have questions or concerns arising from your Microbiome Information;
- b. You give permission to Carbiotix and its contractors to perform analytical services on the data extracted from your sample and you specifically request Carbiotix to disclose the results of analyses performed on your samples to you;
- c. You are eighteen (18) years of age or older if you are providing a sample or accessing your Microbiome Information, or if you are submitting a sample or accessing Microbiome Information of another person, you represent that you have the right to do so;
- d. Any sample you provide is of the site specified in your microbiome kit or otherwise by Carbiotix; if you are agreeing to these Terms on behalf of a person for whom you have legal authorization, you represent that the sample provided will be the sample of that person;
- e. You confirm that sending a sample is not subject to any export ban or restriction in the country in which you reside;
- f. Any sample you provide and all resulting data may be transferred and/or processed outside the country in which you reside;
- g. You are not an insurance company or an employer attempting to obtain information about an insured person or an employee;
- h. You are aware that some of the information you receive may provoke strong emotion;
- i. You take responsibility for all possible consequences resulting from your sharing with others access to your Microbiome Information and your Self-Reported Information;
- j. You understand that all your Personal Information will be stored in Carbiotix databases and will be processed in accordance with the Carbiotix Privacy Policy;
- k. You understand that by providing any sample, having your Microbiome Information processed, accessing your Microbiome Information, or providing Self-Reported Information, you acquire no rights in any research or commercial products that may be developed by Carbiotix or its collaborating partners and you specifically understand that you will not receive compensation for any research or commercial products that include or result from your Microbiome Information or Self-Reported Information; and
- l. You have the authority, under the laws of the state or jurisdiction in which you reside, to provide these representations, warranties and agreements.

## **7. ACCOUNT CREATION, CUSTOMER ACCOUNT, PASSWORD & SECURITY OBLIGATIONS**

In consideration of your use of the Services, you agree to:

- a. Provide true, accurate, current, and complete Registration Information about yourself as prompted by the Services; and
- b. Maintain and promptly update the Registration Information to keep it true, accurate, current, and complete.

When you subscribe to the Services, you will create a password and account designation. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

If you allow third parties to access Carbiotix's website through your username and password, you will defend and indemnify Carbiotix and its affiliates against any liability, costs, or damages, including attorney fees, arising out of claims or suits by such third parties based upon or relating to such access and use. You agree to:

- a. Immediately notify Carbiotix of any unauthorized use of your password or account or any other breach of security, and ensure that you exit from your account at the end of each session. Carbiotix cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.
- b. You acknowledge and agree that Carbiotix has the right, but not the obligation, to monitor any use of its systems by its personnel at any time and maintain copies documenting such monitoring. Carbiotix cares about the integrity and security of your Personal Information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your Personal Information for improper purposes.

## **8. LIMITED LICENSE**

Subject to the provisions of these Terms, Carbiotix grants you a limited, freely revocable, non-exclusive, world-wide, non-transferrable, non-sublicensable license to copy and distribute free of charge, for non-commercial purposes only, any of the Services content with the exception of content marked as not subject to this limited license on the Service, provided you:

- a. Provide the Services content as it appears on the Carbiotix website with no changes including presenting selections which might tend to misrepresent the substance of the Services content;
- b. Include the following attribution on the first page of any materials you distribute: © Carbiotix AB 2017. All rights reserved; distributed pursuant to a limited license from Carbiotix;
- c. Agree you have no right to offer anyone else any further right with respect to this Services content. Aside from the limited license provided in this Section 8, you may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Services content (either in whole or in part) unless you have been specifically told that you may do so by Carbiotix, in a separate written agreement.

Carbiotix reserves all rights not expressly granted herein in the Service and any content provided by Carbiotix. Carbiotix may terminate this license at any time for any reason or no reason.

## **9. CUSTOMER CONDUCT – UNLAWFUL AND PROHIBITED USE**

As a condition of your use of the Services, you warrant to Carbiotix that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other

party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. Furthermore you agree not to use the Services in any of the following ways or to otherwise engage in any of the following prohibited activities:

- a. Accessing any content on the Services through any technology or means other than those provided or authorized by the Services;
- b. Copying, distributing, or disclosing any part of the Services in any medium, including by any automated or non-automated "scraping";
- c. Using any automated system, including "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the Carbiotix servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Carbiotix grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Carbiotix websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);
- d. Uploading, posting, emailing, or otherwise transmitting any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status;
- e. Impersonating any person or entity, including anyone affiliated with Carbiotix, falsely stating or otherwise misrepresenting your affiliation with a person or entity, or otherwise using the Services to hide or conceal your identity;
- f. Adding your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
- g. "Stalking" or otherwise harassing another;
- h. Uploading, posting, emailing, or otherwise transmitting any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- i. Downloading any file posted by another user of the Services that you know, or reasonably should know, cannot legally be distributed in such manner;
- j. Uploading, posting, emailing or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of Carbiotix or any other party;
- k. Harming minors in any way;
- l. Using the Service for any commercial solicitation purpose;
- m. Uploading, posting, emailing, or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law;
- n. Uploading, posting, emailing, or otherwise transmitting any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- o. Interfering with or disrupting the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;



- p. Taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- q. Uploading invalid data, viruses, worms, or other software agents through the Services;
- r. Collecting or harvesting any personally identifiable information, including account names, from the Services;
- s. Bypassing the measures we may use to prevent or restrict access to the Services, including features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein;
- t. Violating these Terms, any code of conduct or other guidelines which may be applicable for any particular area of the Services or have been communicated to you by anyone affiliated with Carbiotix; or
- u. Intentionally or unintentionally violating any applicable local, state, national, or international law, or any regulations having the force of law.

You acknowledge and agree that you are solely responsible for (and that Carbiotix has no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which Carbiotix may suffer) of any such breach.

Accessing any audiovisual content that may be available on the Services for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited unless explicitly permitted by the functionality of the Service. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Services to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by you.

IN ADDITION TO THE FOREGOING RESTRICTIONS, YOU SPECIFICALLY AGREE THAT YOU SHALL NOT UPLOAD, TRANSMIT, OR OTHERWISE SHARE OR USE THE SERVICES OR ANY MICROBIOME INFORMATION WITH ANY THIRD-PARTIES OTHER THAN YOUR FAMILY, YOUR DOCTOR OR OTHER HEALTHCARE PROVIDERS OR FOR YOUR PERSONAL USE.

## **10. EXPORT CONTROL AND APPLICABLE LAWS AND REGULATIONS**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree 1) that providing your sample is not subject to any export ban or restriction in the country in which you reside, 2) that your sample and data may be transferred and/or processed outside the country in which you reside, and 3) that you will comply with all applicable laws regarding the transmission of technical data exported from Sweden or the country from which you access the Services online.

## **11. MATERIAL POSTED THROUGH THE SERVICE**

Carbiotix will not, at all times, control any of the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such non-Carbiotix content. You understand that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will Carbiotix be liable in any way for any non-Carbiotix content, including any errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use of any such content posted, emailed, or otherwise transmitted via the Services. You acknowledge that Carbiotix and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, review, filter, modify, refuse, or move any content that is available via the Services. Without limiting the foregoing, Carbiotix and its designees shall have the right to remove any content that violates these Terms or is deemed by Carbiotix, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you must evaluate, and bear all risks

associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

## **12. MATERIAL PROVIDED TO CARBIOTIX – YOUR PROPRIETY RIGHTS**

### **User Content:**

Carbiotix does not claim ownership of the User Content you provide to Carbiotix or post, upload, input, or submit to the Services. Unless otherwise specified, you retain copyright and any other rights you already hold over User Content that you create and submit, post, or display on or through the Services. However, by submitting, posting, or displaying User Content, you hereby grant to Carbiotix, its affiliated companies, sub-licensees (including sub-licensees who avail themselves of the limited license to use the Service in Section 8 above) and successors and assigns a perpetual, irrevocable, worldwide, royalty free, transferrable, sub-licensable through multiple layers, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any User Content that you submit, post, or display on or through the Services. You acknowledge and agree that this license includes a right for Carbiotix to make such User Content available to other companies, organizations, or individuals with whom Carbiotix has relationships, and to use such User Content in connection with the provision of those services. You understand that Carbiotix, in performing the required technical steps to provide the Services, may (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media. You acknowledge and agree that this license shall permit Carbiotix to take these actions. You represent and warrant to Carbiotix that you have all the rights, power, and authority necessary to grant the above license.

You can remove some of your User Content stored on our systems by specifically deleting it. However, in certain instances, some of your User Content (such as that maintained in aggregate, non-identifying form) may not be removed and copies thereof may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any User Content. We also reserve the right to retain any User Content in aggregate form for any purpose and in our sole discretion.

### **Microbiome Information and/or Self-Reported Information:**

Disclosure of individual-level (not Aggregated Microbiome and Self-Reported Information) Microbiome Information and/or Self-Reported Information to third parties will not occur without explicit consent, unless required by law. Note that Carbiotix cannot control any further distribution of Microbiome and/or Self-Reported Information that you share publicly on the Carbiotix website. You acknowledge and agree that you are responsible for protecting and enforcing those rights and that Carbiotix has no obligation to do so on your behalf. Your sample, once submitted to and analyzed by us, is processed in an irreversible manner and cannot be returned to you. Any Microbiome Information derived from your sample remains your information, subject to rights we retain as set forth in these Terms. You understand that you should not expect any financial benefit from Carbiotix as a result of having your Microbiome Information processed; made available to you; or, as provided in our Privacy Policy and Terms, shared with or included in Aggregated Microbiome and Self-Reported Information shared with research partners, including commercial partners.

## **13. INDEMNITY**

You agree to defend and hold Carbiotix, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, or transmit through the Services; your use of the Services; your connection to the Services; your violation of these Terms; or your violation of any rights of another. If you have submitted a sample or otherwise provided any information to Carbiotix, you will defend and hold

harmless Carbiotix, its employees, contractors, successors, and assigns from any liability arising out of the use or disclosure of any information obtained from analyzing your sample, analyzing your Microbiome Information, or otherwise using any information provided by you, which is disclosed to you or by you (as applicable) consistent with our Privacy Policy or results from any third party add-ons to tools we provide. In addition, if you choose to provide your Microbiome Information and/or Self-Reported Information to third parties - whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes - you agree to defend and hold harmless Carbiotix, its employees, contractors, successors, and assigns from any and all liability arising from such disclosure or use of your Microbiome Information and/or Self-Reported Information.

#### **14. MODIFICATION OF SERVICE**

You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to you. Carbiotix reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You acknowledge and agree that Carbiotix shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services. The Software that you use may from time to time automatically download and install updates from Carbiotix. These updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit Carbiotix to deliver these to you) as part of your use of the Services. You acknowledge that Carbiotix may offer different or additional technologies or features to collect and/or interpret Microbiome Information in the future and that your initial purchase of the Services does not entitle you to any different or additional technologies or features for collection or interpretation of your Microbiome Information without fee, and that you will have to pay additional fees in order to have your Microbiome Information collected, processed, and/or interpreted using any future or additional technologies or features.

#### **15. TERMINATION**

These Terms will continue to apply until terminated by either you or Carbiotix as set out in this Section. If you want to terminate your legal agreement with Carbiotix, you may do so by notifying Carbiotix at any time in writing, which will entail closing your accounts for all of the Services that you use. Your notice should be sent, in writing, to Carbiotix's address, which is set out at the beginning of these Terms, or online via Client Services. If you provide notice online, Carbiotix will send you an email asking you to confirm your request, and your notice will be effective following receipt of a second email confirmation from you.

Carbiotix may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if: (1) you have breached any provision of these Terms (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of these Terms); (2) Carbiotix is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the partner with whom Carbiotix offered the Services to you has terminated its relationship with Carbiotix or ceased to offer the Services to you; (4) Carbiotix is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by Carbiotix is, in Carbiotix's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that Carbiotix shall not be liable to you or any third party for any termination of your access to the Services.

#### **16. SURVIVAL OF TERMS**

When these Terms come to an end, all of the legal rights, obligations, and liabilities that you and Carbiotix have benefited from, been subject to (or which have accrued over time while these Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Sections 1.(Definitions); 2.(Eligibility); 3.(Use of Services); 5.(Risks and Considerations Regarding Carbiotix Services); 6.(User Representations and Agreement); 7.(Account Creation, Customer Account, Password and Security Obligations); 9.(Customer Conduct -

Unlawful and Prohibited Use); 10.(Export Control and Applicable Laws and Regulations); 11. (Material Posted through the Service); 12.(Material Provided to Carbiotix - Your Proprietary Rights); 13. (Indemnity); 15.(Termination); 16.(Survival of Terms); 17.(Third-Party Links and Services on Carbiotix Website); 18.(Carbiotix Proprietary Rights); 19.(Disclaimer & Warranties); 20.(Limitation of Liability); 21. (Notice); 22.(Changes to These Terms); 23.(Violation or Suspected Violation of these Terms); 24. (Governing Law, Arbitration, and Class Action/Jury Trial Waiver); 25.(Miscellaneous) and Carbiotix Privacy Policy shall continue to apply to such rights, obligations, and liabilities indefinitely.

## **17. THIRD-PARTY LINKS AND SERVICES ON THE CARBIOTIX WEBSITE**

The Services provide, and third parties may provide, links to other websites, services and resources. Because Carbiotix has no control over such sites and resources, you acknowledge and agree that Carbiotix is not responsible for the availability of such external sites, services or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. These links are provided solely for user's information and convenience. You further acknowledge and agree that Carbiotix shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such hyperlinked site or resource.

When users select a link to an external, or third party website, they are leaving Carbiotix's website and are subject to the privacy and security policies of the owners/sponsors of the external, or third party website. It is important for users to take necessary precautions, especially to ensure appropriate safety from viruses, worms, Trojan horses and other potentially destructive items. Carbiotix does not endorse, recommend or make representations with respect to the content or the use of such external, or third party websites. Reference links to external, or third party websites do not constitute or imply an endorsement by Carbiotix.

## **18. CARBIOTIX PROPRIETY RIGHTS**

You acknowledge and agree that except for your User Content and your Microbiome Information, Carbiotix (or Carbiotix's licensors, as applicable) own all legal right, title, and interest in and to the Services and all materials therein or transferred thereby, including software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and User Content belonging to other users (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Carbiotix and that you shall not disclose such information without Carbiotix's prior written consent. You further acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly authorized by Carbiotix, you agree not to-and not to permit anyone else to-modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or Software or any part thereof, in whole or in part. Software, if any, that is made available to download from the Services, excluding software that may be made available by end-users through the Services, is the copyrighted work of Carbiotix and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. Carbiotix AB, Carbiotix, and other Carbiotix logos and product and service names are trademarks of Carbiotix and these marks together with any other Carbiotix trade names, service marks, logos, domain names, and other distinctive brand features are the "Carbiotix Marks". Unless you have agreed otherwise in writing with Carbiotix, other than through the limited license in Section 8, nothing in these Terms gives you a right to use any Carbiotix Marks and you agree not to display, or use in any manner, Carbiotix Marks. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services. Unless you have been expressly authorized to do so in writing by Carbiotix, you agree that in using the Services,

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You may choose to or we may invite you to submit comments, feedback, or ideas about the Service, including about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Carbiotix under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Carbiotix does not waive any rights to use similar or related ideas previously known to Carbiotix, or developed by its employees, or obtained from sources other than you.

## **19. DISCLAIMER OF WARRANTIES**

STATEMENTS MADE IN THE SERVICES HAVE NOT BEEN EVALUATED BY THE EUROPEAN MEDICINES AGENCY, EUROPEAN FOOD SAFETY AUTHORITY OR THE U.S. FOOD AND DRUG ADMINISTRATION, AND ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. THE INFORMATION ON THE CARBIOTIX WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND WITH THE UNDERSTANDING THAT CARBIOTIX IS NOT ENGAGED IN RENDERING MEDICAL ADVICE OR RECOMMENDATIONS. YOU SHOULD NOT RELY ON ANY INFORMATION ON THE WEBSITE TO DIAGNOSE OR TREAT A HEALTH PROBLEM OR CONDITION, OR REPLACE CONSULTATIONS WITH QUALIFIED HEALTH CARE PROFESSIONALS TO MEET YOUR INDIVIDUAL NEEDS. ALWAYS CHECK WITH YOUR DOCTOR BEFORE CHANGING YOUR DIET, ALTERING YOUR SLEEP HABITS, TAKING SUPPLEMENTS, STARTING A NEW FITNESS ROUTINE, OR FOR ANSWERS TO YOUR PERSONAL MEDICAL QUESTIONS.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE BASED ON THE CURRENT STATE OF THE ART OF MICROBIOME RESEARCH AND TECHNOLOGY IN USE BY CARBIOTIX AT THE TIME OF THE PURCHASE OR VIEWING. CARBIOTIX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) CARBIOTIX MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND (E) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CARBIOTIX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY

PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. CARBIOTIX DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, CARBIOTIX SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

## **20. LIMITATION OF LIABILITY**

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT CARBIOTIX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CARBIOTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVICES, (C) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (D) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (H) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (I) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (J) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (K) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (L) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (M) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL CARBIOTIX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO CARBIOTIX HEREUNDER OR \$100.00, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CARBIOTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Services are controlled and operated from facilities in Sweden. Carbiotix makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Swedish and local laws and regulations, including export and import regulations. You may not use the Services if you are a resident of a country embargoed by Sweden, or are a foreign person or entity blocked or denied by the Swedish government.

## **21. NOTICE**

Notices to you may be made via either email or regular mail. Carbiotix may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on or through the Services. Official notices related to these Terms must be sent to us at: Carbiotix AB ATTN: Privacy and Security Officer, Scheelevägen 22, 223 63 Lund, Sweden. Additionally, Carbiotix accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

## **22. CHANGES TO THESE TERMS**

Carbiotix may make changes to these Terms from time to time. When these changes are made, Carbiotix will make a new copy of these Terms available on its website and any new additional terms will be made available to you from within, or through, the affected Services. You acknowledge and agree that if you use the Services after the date on which these Terms have changed, Carbiotix will treat your use as acceptance of the updated Terms.

## **23. VIOLATION OR SUSPENDED VIOLATION OF THESE TERMS**

If you violate the terms of these Terms and/or Carbiotix has a reasonable ground to suspect that you have violated the terms of these Terms, Carbiotix has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## **24. GOVERNING LAW, ARBITRATION, AND CLASS ACTION/JURY TRIAL WAIVER**

a. **Governing Law.** The Terms shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflicts of laws.

b. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CARBIOTIX. Any dispute, controversy or claim arising out of or in connection with the Terms, or the breach, termination or invalidity thereof, shall be finally settled by binding arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute") and by one arbitrator. The Rules for Expedited Arbitrations shall apply, unless the SCC Institute in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. The place of arbitration shall be Malmö, Sweden and the language to be used in the proceedings shall be English.

c. **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CARBIOTIX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **25. MISCELLANEOUS**

a. **Entire Agreement.** These Terms constitute the entire agreement between you and Carbiotix and govern your use of the Services, superseding any prior agreements between you and Carbiotix on this subject. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

b. **Waiver.** The failure of Carbiotix to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms 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 the other provisions of these Terms remain in full force and effect.

c. **Term for cause of action.** 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 Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

d. Admissibility of printed version. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

e. Section titles. The section titles in these Terms are for convenience only and have no legal or contractual effect.

f. Severability Clause. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.

g. Assignment. You may not assign or delegate any rights or obligations under these Terms. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Carbiotix for any third party that assumes our rights and obligations under these Terms.