

## Terms of Service

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Welcome to the website of John Snow Lab Inc., a Delaware corporation (“John Snow Labs”, “we” or “us”). Your use of this website and the services made available on the website (together, the “Services”) is subject to these Terms of Service (the “Terms”). By using any of our Services, you agree to be bound by, and use our Services in compliance with, these Terms. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR SERVICES OR ENTER OUR WEBSITE.

We may make changes to these Terms from time to time. When we do so, we will revise the “last updated” date given above. It is your responsibility to review these Terms frequently and to remain informed of any changes to them. The then-current version of these Terms will supersede all earlier versions. You agree that your continued use of our Services after such changes have been published to our Services will constitute your acceptance of such revised Terms.

### License to Use our Services

Subject to these Terms, we grant to you a limited, personal, non-exclusive, non-transferable license to use our Services for your personal use and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms.

Except for your pre-existing rights and this license granted to you, we and our licensors retain all rights, titles and interests in and to our Services, all related intellectual property rights, including trademarks (whether registered or pending), domain and business names. Our Services are protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services or its technological features or measures; (ii) rent, lease or sublicense access to any of our Services; (iii) circumvent or disable any security or technological features or measures of our Services; or (iv) use our intellectual property rights without our express prior written authorization.

### Access to our Services

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

We also reserve the right, in our sole discretion, to reject, refuse to post, or remove any material that you post or submit for posting, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

You represent to John Snow Labs that you are an individual (i.e., not a legal entity) and at least 18 years of age (or legal age of your country of residence). You also certify that you are legally permitted to use the Services, and take full responsibility for the selection and use of the Services. This Agreement is void where prohibited by law, and the right to use the Services is revoked in such jurisdictions. John Snow Labs makes no claim that the Services may be lawfully used outside of the United States. If you use the Services from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

### **Restrictions**

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as John Snow Labs may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content") or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own personal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

### **Privacy Policy**

We may collect, store and receive personal and other information about you through our Services. Our collection and use of this information is governed by our Privacy Policy, available at <https://www.JohnSnowLabs.com/privacy/>.

### **Restricted Areas of the Services**

Certain parts of our Services, including account management features, may be password-restricted to registered users or other authorized persons ("Password Protected Areas"). If you are authorized to gain access to any Password Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Services that is known to you.

### **Links and Third Party Content**

Our Services may display, or contain links to, third party products, services, and websites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on our Services, or which is accessible through or may be located using our Services (collectively,

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You will not use our Services to: (i) upload, post, email, or otherwise transmit any Submission that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm us or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any Submission 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); (v) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark (whether registered or pending), trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit 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; (viii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) intentionally or unintentionally violate our intellectual property rights; (xi) “stalk” or otherwise harass another; or (xi) collect or store personal data about other users.

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You are solely responsible for any content and other material that you submit, publish, transmit, or display on, through, or with our Services.

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### **Limitation of Liability**

WE AND OUR SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF OUR SERVICES AND SERVICE CONTENT. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF US AND OUR SUPPLIERS AND LICENSORS OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES AND SERVICE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT YOU HAVE PAID TO US FOR YOUR USE OF THE SERVICES AND SERVICE CONTENT. BECAUSE SOME STATES DO

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### **Indemnity**

You will indemnify and hold us, our suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by your use of the Services and Service Content, your violation of these Terms, or your violation of any rights of a third party through use of the Services or Service Content.

### **Legal Notices**

Enforcement of these Terms will be governed by the laws of the State of Delaware, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Services or Service Content will lie in the state and federal courts located in Sussex County, within the State of Delaware, and you irrevocably agree to submit to the jurisdiction of such courts. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

### **Contacting Us**

If you have any questions or concerns about our Services or these Terms, you may contact us by email at [support@JohnSnowLabs.com](mailto:support@JohnSnowLabs.com).