



TERMS AND CONDITIONS FOR SALE

** Please read all these terms and conditions:

We truly appreciate your interest in purchasing our Kits. Our goal is to make your purchasing experience as smooth as possible.

These Terms and Conditions for Sale (the “**Terms**”) sets forth the terms and conditions on which we will supply the NETest and PPQ and/ or Covid19 test kits (the “**Kits**” or “**Kit**”) and the associated laboratory testing services (the “**Services**”) listed on our Site <https://wrenlaboratories.com> (the “**Site**”) to you.

If you have any questions about our quotation or purchasing process, please do not hesitate to contact us at info@wrenlaboratories.com, or by the “Contact Us” section of our Site. Unless otherwise expressly agreed in writing, your purchase of our Kits is subject to the following terms and conditions:

1. Agreement Terms

1.1 The Parties. We are Wren Laboratories, a company incorporated in the State of Connecticut whose registered office is at 688 East Main Street, Branford CT 06405, with email address: info@wrenlaboratories.com; telephone number: (203) 208-3464 (the “**Seller**” or “**us**” or “**we**”). These Terms will apply to the purchase of the Kits by you (the “**Customer**” or “**you**”).

1.2 The Agreement. These are the Terms under which we sell Kits to you and undertake the Services. You must read these Terms before accessing the Sites or Service, as your use of the Sites or Service is an acceptance of these Terms. By ordering any of the Kits, you agree to be bound by these Terms. Our Privacy Statement is a part of the Terms is incorporated by reference (collectively, this “**Agreement**”). **YOU AGREE TO BE BOUND BY THIS AGREEMENT WHEN YOU CLICK “I AGREE” AND/OR CONTINUE TO ACCESS OR USE THE SITE AND SERVICES. IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE SITE.** Our Sites and Service are not directed to children under 18. If using the Site or Service on behalf of a child, you confirm that you are the parent or legal guardian of the individual using the Service (the “**Minor**”) and consent to provide the information on behalf of the Minor.

The description of the Kits and the Services on our Site, our social media sites or other forms of advertisement does not constitute an offer to sell the Kits.

1.3 Your Acceptance. By accepting this Agreement, you confirm that you are a resident of the United States and are at least 18 years of age. You warrant and represent that all of the information you provide is correct including your state of residence, and that you are using the Site and Services for yourself and agree not to use the Site to initiate a laboratory test request for another person, unless you are using the Services on behalf of a Minor and you are the parent of legal guardian of that individual. You agree not to resell the Services provided hereunder. By initiating testing through the Site, you are requesting that results be reported directly to you. You agree to comply with this Agreement, the Terms, all applicable laws, and any notices provided or referenced herein at all times when using the Site. We retain the right to block or otherwise prevent delivery of any type of e-mail or other communication to or from the Site or Services as part of our efforts to protect the Site and the Services, or stop you from breaching this Agreement.

2. The Kits and Services

2.1 The Kits and Services. The description of the Kits and Services is as set out on our Site, and in catalogues, brochures or other form of advertisements. Please note that information provided to you through the Site should not be regarded as medical or health care advice or treatment. We do not directly or indirectly practice medicine, or dispense medical services. Any information regarding our kits published on the Site has been developed under regulatory guidance from the FDA and our Medical Director. You are encouraged to seek the advice of your physician or other qualified health care provider with any questions you may have regarding interpretation of your laboratory test results, a medical condition, or other health related issues. In the case of a health emergency, do not use the Sites and Services and seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of information you accessed on or through the Site or Services.

2.2 Laboratory Tests. The Services includes the performance of laboratory test(s) at a certified laboratory. All laboratory tests will require collection of biological materials that you provide (“**Samples**”) and the test results will be shared pursuant to your consent or authorization, as described more fully in the **Informed Consent** attached to these Terms and Conditions as **Exhibit A**, which you must agree to in order to access the Services. The collection method may vary depending on the specific test ordered and may include self-collection of a specimen at home or collection by, or under the supervision of, trained personnel. Your and health information will be stored securely and in accordance with applicable law. All kit samples must be processed within 90 days of purchase.

2.3 Access to the Site. To obtain access to the Services, you need to register by completing an online form. When registering, you must provide true, accurate, and complete information about yourself as requested. Such information must include, but is not limited to, your name, gender, date of birth, race, ethnicity, address, phone number, and email address. You are responsible to maintain and promptly update your registration data to keep it true, accurate, and complete. You must keep your account and passwords confidential and may not authorize any third party to access or use the Site and Services on your behalf. You may not use anyone else’s account at any time, with or without the permission of the account holder. You must immediately notify us if you suspect misuse of your account or believe your account credentials may have been compromised. To the extent permitted by applicable law, we will not be liable for any loss that you may incur if someone else uses your password or account, either with or without your knowledge. With the exception of the Services, you are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use the Services, as well as Internet services via the Internet service provider of your choice and any wireless services you require. This responsibility includes, without limitation, your utilizing current versions of web-browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software.

3. Prices and Payment

3.1 Determining Price. Contact us for pricing information. We may change our prices at any time without notice. Taxes and Fees. Our product prices do not include any sales or value-added taxes, duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice.

3.3 Delivery Fees. You are also responsible for expedited or regular delivery and handling charges (at your option), and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.

3.4 Payment Terms. Payment for Kits must be made in advance of delivery, unless otherwise authorized by a company rep. You must pay through by submitting your credit or debit card details or payment via Paypal with your order.

4. Delivery

4.1 U.S. Shipping and Delivery. We will ship the Kits to the destination you specify in your order and use reasonable commercial efforts to have your order delivered to you by the time or within the period agreed, or failing any agreement, without undue delay. We are not responsible for any delays caused by the delivery company.

4.2 International Shipping and Delivery. We do not generally deliver to addresses outside the USA territory. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.

5. Risk of Loss and Title.

Risk of damage to, or loss of the Kits will pass to you when the Kits are delivered to you. You do not own the Kits until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Kits still owned by you, in which case you must return them or allow us to collect them.

6. Privacy

Your privacy is critical to us. We respect your privacy and with regard to your personal information. These Terms should be read alongside, and are in addition to our policies, including our Privacy Policy, which is attached to these Terms and Conditions and can also be found on our Site.

7. Intellectual Property

All Intellectual Property displayed on the Site are registered and unregistered Intellectual Property of the Seller, its licensors or content providers, or other third parties. All of such Intellectual Property is the property of their respective owners. Nothing on the Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Intellectual Property displayed on the Site without our prior written permission, except as otherwise described herein. We reserve all rights not expressly granted in and to the Site and its content. The Site and all of its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is protected as a compilation under the copyright laws of the United States and other countries.

8. Warranty and Remedy

We warrant that each Kit sold or provided to you under this Agreement will perform in accordance with its product specifications for a period of 11 months from the date of shipment. We reserve the right to change the specifications of the Kits at any time without notice. Your sole remedy under our warranty shall be for us to repair or replace the Kits or component which failed to conform to the warranty. The warranties provided in this Agreement shall be void if a Kit is improperly used, stored or handled, is accidentally damaged or is subjected to abuse or neglect, or is modified or altered where the modification or alteration was not provided by or expressly authorized by us.

In the event that a claim that a Kit or your use thereof infringes any patent or violates or any proprietary right of a third party, and your use is enjoined, we shall use our reasonable commercial efforts to: (i) procure for you the right to continue using the Kit; or (ii) modify or replace the Kit so as to render it non-infringing while remaining functionally equivalent to the original Kit, at no additional charge to you. If none of these alternatives appear to be reasonably feasible, then you may terminate this Agreement with respect to the affected Kit. Our foregoing obligations do not apply to any claim or loss to the extent it results from: (i) any modification or alteration to a Kits where the modification or alteration was not provided by or expressly authorized by the Seller; (ii) use of the Kit in a way not provided for or described in the applicable documentation; (iii) use of a Kit in combination with any other product not supplied or authorized by us which causes the Kit to become infringing. You will indemnify, defend and hold us harmless from and against any and all claims and losses to the extent such claims and losses are excluded from our obligations regarding infringing kits. Our obligations hereunder are conditioned upon your promptly notifying us in reasonable detail of any claim or loss. This Section states your exclusive remedy with respect to any claim or loss for breach of warranty or infringement. WE MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE KITS, AND WE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

By proceeding with any test you are formally providing your informed consent to undergo a NETest, PPQ and/ or Covid19 test. You agree that your use of the Kits is at your sole risk. We cannot and do not warrant that the tests performed as part of purchasing the Kits will be 100% accurate due to the nature of the tests being performed. You further confirm that you have read the information provided on our website. You also acknowledge that it is recommended that if you have any concerns with the results you should consult with your own medical practitioner.

9. **DISCLAIMERS**

We make no warranty as to the accuracy, completeness, currency, or reliability of any content available through the Site or Services. Although we make reasonable efforts to include accurate and up-to-date materials, any information presented in the Site or Services as of a particular date may only be accurate as of such date and we disclaim any responsibility to update such information. You are responsible for verifying any information before relying on it. We make no representations or warranties that use of the Services will be uninterrupted or error-free. The information on this SERVICES is provided solely on an "AS IS" and "AS AVAILABLE" basis, without warranty of any kind.

WE HEREBY DISCLAIM ALL EXPRESSED AND IMPLIED WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION REGARDING THE KITS AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL, WRITTEN, OR IN OTHER FORM ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THIRD PARTY SERVICE PROVIDERS.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ITEMS OBTAINED THROUGH THE SITE OR TO

YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

10. **Limitation of Liability**

WE SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN THAT IS BASED ON THE INFORMATION PRESENTED ON THE SITE OR IN THE SERVICES. WE EXPRESSLY DISCLAIM ANY LIABILITY, WHETHER BASED IN CONTRACT, EMPLOYMENT LAW, DISCRIMINATION, TORT, STRICT LIABILITY, OR OTHERWISE, AND UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITES AND SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE SITES AND SERVICE, THE INABILITY TO USE THE SITE AND SERVICES, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SERVICES. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND SERVICES. OUR MAXIMUM LIABILITY UNDER THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO WREN LABORATORIES DURING THE IMMEDIATELY PRECEDING 1 YEAR PERIOD.

We will not be responsible or liable for any delay or non-performance of the Services or any of the obligations hereunder to the extent caused by reasons beyond its control, including, without limitation, any governmental action, public health emergency, fire, flood, natural disaster, riot, civil commotion, plant breakdown, power outage, computer or other equipment failure or non-delivery or delays in performance by any third-party service providers or delivery by any vendors or suppliers of goods or services utilized in the performance of the Service.

11. **Governing law, jurisdiction and complaints**

We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us directly. This Agreement (including without limitation its validity) shall be governed by, and construed in accordance with, the laws of the State of New York, USA, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. The courts located in New York County, New York, USA shall have exclusive jurisdiction over any claim, dispute or controversy under, or otherwise in connection with, this Agreement (a "**Dispute**") that is not subject to arbitration pursuant to the provisions (Mandatory Arbitration) and **Schedule A** below, and the parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue.

Any claim or cause of action arising under, or otherwise in connection with, this Agreement must be filed within ONE (1) YEAR after such claim or cause of action arose, or else you agree that such claim or cause of action will be barred forever.

MANDATORY ARBITRATION: In the event of any Dispute, such Dispute shall be resolved exclusively by arbitration in accordance with **Exhibit B** attached hereto.

12. **Modification of these Terms**

No variation of the Agreement, whether regarding description of the Kits or Services, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Seller in writing. We reserve the right in our sole discretion to revise and update these Terms from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Site. You agree to periodically review the Terms in order to be aware of any such modifications and your continued use shall be your acceptance of these.

Last updated 25/1/2021

Exhibit A Consent for Services

In order for you to make an informed decision whether or not to voluntarily be tested for COVID-19 you should carefully review the Fact Sheets provided regarding the test and how your test results will be shared. You understand that, once you sign this Informed Consent, you will be able to request a COVID-19 test offered by Wren Laboratories.

PRIVACY NOTICE

When you participate in COVID-19 testing, required personal information to be collected will include your test results and demographic and health information (e.g., name, home address, date of birth, race, ethnicity, gender, medical conditions). This information may be provided to a health care provider and/or to public health agencies as required by law. The use of this information is for test purposes to detect the SARS-CoV-2 virus that causes COVID-19, and as outlined in our [Terms and Conditions](#) and our [Privacy Policy](#).

CONSENT FOR COVID-19 DIAGNOSTIC TESTING

I hereby consent to be tested for COVID-19 (or SARS-CoV-2) by Wren Laboratories and Wren Laboratories shall (1) provide me with information on my current COVID-19 status, and (2) allow Wren Laboratories to report my results to appropriate public health authorities as required by law.

Further, I hereby acknowledge or confirm that:

- I am of legal age to request the test and consent hereto (or you are the parent, legal guardian, or person acting in loco parentis of the individual who will receive the test services).
- I have read and understand the testing process as described in the FAQs, Fact Sheet for Patients, our Terms & Conditions, and Privacy Policy, all provided on the WrenCovidTesting website (<https://wrencovidtesting.com/>).
- My test results will be reported to the CDC and/or a state or local public health agency, as required by applicable law.
- I may revoke this consent at any time by notifying Wren Laboratories in an electronic notice (info@wrenlaboratories.com); provided, however, you understand that such notice will not affect any disclosures made before the revocation is received.
- Wren Laboratories will take reasonable steps to protect the confidentiality of my test results to prevent use or disclosure other than as permitted by this consent or as may be required by law. I understand that, as with any medical test, there is the potential for false positive or false negative test results to occur when tested for SARS-CoV-2 virus
- **I am not entering into a doctor-patient relationship with Wren Laboratories, or the ordering healthcare provider, and that any questions or required follow up is my responsibility to arrange with my personal physician.**

BY CLICKING "I ACCEPT" BUTTON BELOW YOU PROVIDE INFORMED CONSENT TO CONDUCT TESTING.

I have been informed and understand the test purpose, procedures, possible benefits, and risks, and hereby I consent to perform the test (as per online procedure or Wren Laboratories' COVID-19 test kit instructions).

EXHIBIT B

Mandatory Arbitration

You and the Company agree to resolve any Dispute only by FINAL AND BINDING BILATERAL ARBITRATION in accordance with the below; *except, however*, that:

- (a) Each party retains the right to bring an individual action in a small claims court;
- (b) Each party retains the right to seek equitable relief to protect any Intellectual Property Rights, in any court of competent jurisdiction; and
- (c) Nothing herein precludes you from bringing issues to the attention of federal, state, or local agencies (and such agencies can, if the law allows, seek relief against the Company).

The Federal Arbitration Act, 9 U.S.C. § 1, et seq. (“**FAA**”) (and not any state law concerning arbitration) applies to this agreement to arbitrate, and governs all questions of whether a Dispute is subject to arbitration.

Capitalized terms not defined in this Schedule shall have the meanings given to them in the main body of the Agreement to which this Schedule is attached.

Unless you and Wren Laboratories expressly agree otherwise in writing in respect of a given Dispute, the arbitration shall be taken place in-person in **New York City, New York, USA**, and will be administered by *Judicial Arbitration and Mediation Services, Inc.* (“**JAMS**”), before a single arbitrator in accordance with the *JAMS Streamlined Arbitration Rules and Procedures* (“**JAMS Streamlined Rules**”), as modified by this Agreement. The arbitrator must honor the terms and conditions of this Agreement (including, but not limited to, all liability exclusions and limitations), and shall not make any award or decision that is contrary to, or in excess of what, this Agreement provides.

The arbitrator’s decision must be in writing, and will include the essential findings and conclusions upon which his/her award is based. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. In the event any litigation should arise between you and the Company in any court of competent jurisdiction in a proceeding to vacate or enforce an arbitration award, **YOU AND WREN LABORATORIES LTD. HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the proceeding be resolved by a judge. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the plaintiff’s/claimant’s individual claim.

Regardless of who initiates arbitration for a Dispute, you will always remain responsible for your costs relating to counsel, experts, witnesses, and travel to the arbitration. If you initiate arbitration for a Dispute, you will be required to pay \$250 of the fee required to initiate the arbitration and the Company will pay any remaining JAMS Case Management Fees and all professional fees for the arbitrator’s services. If the Company initiates an arbitration for a Dispute, the Company will pay all administrative fees and costs related to the arbitration, including all professional fees for the arbitrator’s services

All aspects of the arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain its confidentiality, unless (and in such cases, only the extent) otherwise required by applicable law.

This paragraph shall not prevent a party from submitting to a court of competent jurisdiction any information necessary to enforce an arbitration award, or to seek equitable relief.

YOU ACKNOWLEDGE AND AGREE THAT, EVEN IF ANYTHING IN THE JAMS STREAMLINED RULES (OR OTHER JAMS RULES) PERMIT OTHERWISE:

- (A) YOU AND WREN LABORATORIES ARE HEREBY EACH IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY, AS WELL AS THE RIGHT TO PARTICIPATE (FOR EXAMPLE, AS A CLASS REPRESENTATIVE OR CLASS MEMBER) IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER CLASS-WIDE OR REPRESENTATIVE ACTION OR PROCEEDING, AND THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY; AND
- (B) NO ARBITRATION WILL BE JOINED TO ANY OTHER ARBITRATION, AND THE ARBITRATOR MAY NOT CONSOLIDATE ANY INDIVIDUAL PARTY'S DISPUTE WITH ANY OTHER PARTY'S DISPUTE.

OPT-OUT: You can choose to reject this agreement to arbitrate (“**Opt-out**”) by emailing OPT-OUT@wrenlaboratories.com within thirty (30) days after the date you agree to this Agreement for the first time. The Opt-out email you send to us must state that you do not agree to this agreement to arbitrate and must include your name, address, phone number, and email address. Providing an Opt-out notice is the only way you can opt-out of this agreement to arbitrate. If you Opt-out of this agreement to arbitrate, all other provisions of the Agreement will continue to apply.