



COLOR HEALTH, INC.  
831 Mitten Road, Suite #100  
Burlingame, CA 94010

## Color Health Terms of Service

**Last Updated: August 12, 2024**

Please read these Terms of Service (the "Terms") and our Privacy Notice ("Privacy Notice") carefully because they govern your use of Color Health, Inc.'s and its affiliates' (collectively, "Color," "we," "us," or "our") services, including use and access of our website located at [www.color.com](http://www.color.com) (the "Site"), corresponding mobile applications ("App"), our healthcare delivery and technology platform services, available screenings and tests ("Tests") and products (as further described below) accessible via the Site, and all other websites and online applications operated by Color or its affiliates that link to or incorporate these Terms ("Other Services"). To make these Terms easier to read, the Site, services, products, tests, App and Other Services are collectively called the "Services."

COLOR CAN HELP CONNECT YOU TO SERVICES, BUT COLOR IS NOT YOUR DOCTOR AND DOES NOT PRACTICE MEDICINE OR PROVIDE ANY FORM OF MEDICAL CARE OR MEDICAL ADVICE. USE OF THE SERVICES IS NOT FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST OPEN EMERGENCY DEPARTMENT.

The Services are not appropriate for all medical conditions or concerns. We recommend that you speak with your physician or other qualified healthcare provider regarding any questions you may have about the Services before you consent to treatment or testing. It is important that you review carefully any fact sheet or other distributed information and have all your questions answered before proceeding. You should not make medical decisions or changes to medications or dosages without consulting a healthcare provider.

1. Services. Services offered by or through Color may include, without limitation, the following:
  - (a) Software platforms for managing populations of individuals and delivering Color and partner services and health insights ("Platform Services");
  - (b) Screening and tests for cancer and supporting services including, but not limited to, peer-led mental wellness groups (collectively, "Cancer Screening Services");
  - (c) Screening and tests for cardiometabolic disease and supporting services ("Cardio Screening Services");
  - (d) Non-clinical care advocacy and management, including, but not limited to, care coordination, benefits and insurance navigation, and discussion of care plans (collectively, "Care Advocacy Services");



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(e) COVID-19 testing ("COVID-19 Test(s)") and protocol management (collectively, "COVID-19 Testing Services");

(f) Vaccinations and supporting services (collectively, "Vaccination Platform Services");

(g) Infectious disease testing ("Infectious Disease Test(s)") and supporting services (collectively, "Infectious Disease Services");

(h) Preventative Care testing ("Preventative Care Test(s)") and supporting services (collectively, "Preventative Care Services");

(i) Genetic testing (a "Genetic Test(s)") and supporting services (collectively, "Genetic Testing Services");

(j) Laboratory services ("Laboratory Services");

(k) Pharmacy services ("Pharmacy Services");

(l) Healthcare provider or clinical services ("Provider Services") and

(m) Access to products and services through the Site or App and any other features, content, or applications that we may offer from time to time.

Color may connect you with third-party clinicians such as Color Medical, PA and/or other third-party clinician groups, laboratories, pharmacies, and professionals, each of whom may have their own applicable Terms of Service and other policies. We do not control or interfere with the practice of medicine by clinicians, each of whom is solely responsible for the medical care and treatment he or she provides to you.

2. Agreement to Terms. Your access to and use of the Services are subject to these Terms, regardless of whether you create an account. By accessing or using the Services, you acknowledge that you understand and agree to be bound by these Terms. If you do not agree to be bound by these Terms, do not access or use the Services.

3. Privacy Notice. Please review our Privacy Notice, which describes how Color collects, uses and shares information about you through the Services.

4. Changes to these Terms or the Services. We may update these Terms from time to time by posting the updated Terms on the Site and to the App. Using the Services after updated Terms are posted means you accept and agree to be bound by the updated Terms. If you do not agree to be bound by the Terms as they exist at the time you use the Services, you may not use the Services.



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Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

5. **Additional Terms.** We may provide certain services that are subject to additional terms, and by using such services you agree to the applicable additional terms. Individuals participating in Services through Color's Organizational Customers may also be subject to additional terms.

6. **Accuracy of Information You Provide.** You are solely responsible for the truthfulness and accuracy of all information you provide for yourself or other individual(s), and Color disclaims any liability or injury resulting from any untruthful or inaccurate information you provide.

7. **Who May Use the Services?**

(a) **Legal authority.** You represent that you have the legal authority to use the Services. If you are using the Services for another individual, you represent that you have the legal authority to use the Services or respond on their behalf.

Color does not market to or intend for minors below thirteen (13) years of age to use or access the Site without parental/guardian consent. You must be at least thirteen (13) years of age to access the Site and use the Services. Certain Services might be available for individuals under eighteen (18) years of age with parental or guardian consent, or if applicable law in your jurisdiction permits persons under eighteen (18) to consent on their own behalf to receive these Services. By agreeing to these Terms, you represent and warrant to Color that your use of the Service is in compliance with any and all applicable laws and regulations and that you have reviewed and agree to Color's Privacy Notice and, where applicable, our HIPAA Notice of Privacy Practices, these Terms of Service, and any other applicable Service terms. You further represent and warrant that: (ii) you are at least thirteen (13) years of age; (iii) if you provide a biological specimen and request a Service, you are either (1) at least eighteen (18) years of age, or (2) if under eighteen (18) years of age, (a) are permitted under the laws and regulations in your jurisdiction to consent to the Service, or (b) a parent or legal guardian has provided consent and any applicable authorizations for you to obtain the Service in accordance with Color's procedures.

(b) **Screening for candidacy.** Your eligibility to schedule and receive Services may depend on personal and screening information you provide.

(c) **Account based services.** For certain features of the Services, you will need an account. You are responsible for providing accurate and complete account information and for keeping account information up to date. If you do not, we may suspend or terminate your account. To protect your account, keep the account details and password confidential, and notify us right away of any unauthorized use. You are responsible for all activities that occur under your account.



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(d) Jurisdiction. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. Vaccination Services. You understand that no vaccine will give you absolute protection against contracting any disease, and that there are risks inherent to receiving any vaccine.

9. Healthcare Providers Acting on Behalf of Their Patients. If you are a healthcare provider submitting a Test order for your patient, you represent and warrant that: (i) you hold a valid and in force professional license and are authorized in your jurisdiction to order the Test on behalf of your patient; (ii) you have advised your patient of the benefits, risks, capabilities, and limitations of the Test(s) and Service(s); (iii) you have obtained consent from your patient to share patient health information with Color, as required under HIPAA, and any other applicable data privacy requirements; (iv) you have confirmed that your patient has signed or will sign the applicable informed consent; and (v) you will notify Color of any changes in patient information and consent status (e.g., changes in consent regarding sample storage or participation in optional research).

10. Sample Processing. Failure to collect and timely return your specimen in strict compliance with the collection and shipping instructions and deadlines may result in delays or in the inability to return a test result. Color is not liable for any non-compliance with these instructions, or for delays or specimen loss due to shipping, transportation, weather or other uncontrollable events. For replacement testing, a new specimen may be required and you may incur a replacement test kit fee.

11. Information Provided to Color by Third Parties. Color may provide or make available to you information it receives from a health system; state, county, or city government; employer; school or university; or other sponsoring entity or other third-party. Color takes no responsibility for the accuracy of any such information.

12. Feedback. We appreciate feedback, comments, ideas, proposals, and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

13. Payment. Certain Tests, vaccinations, pharmacy services, shipments, clinician visits and other health services available through the Services may require payment. ALL SUCH PAYMENTS ARE NON-REFUNDABLE.

(a) General. When you make a payment for any of our Services (each, a "Transaction"), you expressly authorize us (or our third-party payment processor) to charge you using the Payment Information (as defined below) for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "Payment



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Information"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment, and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

(b) Insurance. In certain situations, your health plan may cover all or a portion of your use of the Services. Subject to the terms of any applicable written agreement with the health plan, you may authorize us to bill for the Services on your behalf and share necessary information with the health plan to process payments. If your health plan covers Color Services and makes payment to Color for a given Transaction, your payment obligation for such Transaction will be reduced by the amount your health plan actually paid to Color. You may be held responsible for any fees that your health plan does not cover, such as copays, deductibles, and coinsurance. We may ask you to provide insurance information, including your insurer, ID number, RxBin number, and RxPCN number. By providing insurance information, you represent that such information is accurate, complete and current.

#### 14. Your Content.

(a) User Content. Our Services may allow you to submit, store, or share information, data, or content such as text (in communications with healthcare providers or others), files, assessments, self-report measures, lab samples, laboratory results, prescriptions and pharmaceutical documents, medical records, family history, documents, graphics, images, software, audio and video. Anything (other than Feedback) that you make available through the Services is referred to as "User Content." Color does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. You hereby grant to Color a license to use any User Content to operate and provide the Services. In addition, to the extent you have made any User Content public, you hereby grant to Color a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, publicly display, and distribute, any public User Content in connection with operating and providing the Services.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the



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Services, nor any use of your User Content by Color on or through the Services will infringe, misappropriate, or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) Removal of User Content. To the maximum extent permitted by law, you can request removal of your User Content by contacting support@color.com. In certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content. Color may be required to retain certain User Content in connection with our legal requirement to preserve health-related records.

(e) Monitoring User Content. Color is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms.

(f) Color's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

15. Rights and Terms for Apps. If you comply with these Terms, Color grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to access and where applicable, download and install the App on your personal devices and to access the Site and run the App solely for your own personal non-commercial purposes (unless you are a commercial customer, in which case Color grants you the right to use the Site or App according to the terms of your applicable commercial agreement with Color). Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the Site or App (iii) reverse engineer, decompile or disassemble the Site or App; or (iv) make the functionality of the Site or App available to multiple users through any means.

16. Service Emails, Text Messages, and Calls. If you provide your email address or cellular phone number to Color (either online or via text message) you hereby authorize Color, and its service providers, to communicate with you via email, phone call, and/or SMS/text message at the email or number provided, including through auto-dialed, auto-generated and/or pre-recorded messages in order to facilitate communication regarding your treatment and to provide you with timely health and care management information. You understand that such messages may include, without limitation, authentication codes for purposes of verifying your ownership of your mobile device and/or reminders about upcoming appointments. You understand that messages may include health information such as follow ups about screenings, treatments, appointments, referrals, care



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preferences, risk and adherence information, insurance information and collecting necessary health information to coordinate care. You may opt out of receiving phone calls, and/or texts by adjusting notification preferences in your Color account settings, responding STOP or emailing support@color.com. However, such opt-out may impact your access to the Services. You further acknowledge and agree that communications sent via unencrypted email or via text messages over an open network are inherently not secure, and there is no assurance of confidentiality of information communicated in this manner.

17. General Prohibitions. You agree not to do any of the following:

(a) Resell, distribute, transfer, or use for any purpose other than performance of the Test(s), any Test sample collection kits, without Color's express written consent;

(b) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(c) Use, display, mirror or frame the Services or any individual element within the Services, Color's name, any Color trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Color's express written consent;

(d) Access, tamper with, or use non-public areas of the Services, Color's computer systems, or the technical delivery systems of Color's providers;

(e) Without written authorization from Color, attempt to probe, scan or test the vulnerability of any Color system or network or breach any security or authentication measures;

(f) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Color or any of Color's providers or any other third party (including another user) to protect the Services;

(g) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Color or other generally available third-party web browsers;



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- (h) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (i) Use any meta tags or other hidden text or metadata utilizing a Color trademark, logo URL or product name without Color's express written consent;
- (j) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (k) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
- (l) Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
- (m) Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (n) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (o) Impersonate or misrepresent your affiliation with any person or entity;
- (p) Violate any applicable law or regulation; or
- (q) Encourage or enable any other individual to do any of the foregoing.

We reserve the right to reject and/or deny any requests for Services related to any samples or Tests submitted in breach of these Terms.

We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

18. **DMCA/Copyright Policy.** Color respects copyright law and expects its users to do the same. It is Color's policy to terminate, in appropriate circumstances, account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

19. **Links to Third Party Websites or Resources.** The Services (including the App) may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links





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displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or other resources.

20. Termination.

(a) We may suspend or terminate your access to and use of the Services, including but not limited to refusing to process your biological sample and suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. If we discover that you are using the Services for non-personal or commercial purposes, or suspect that you have knowingly provided false information related to a Test or Service, for example, by misrepresenting information you share or providing another person's sample and not correctly identifying the source of the sample, Color may, in its sole discretion, refuse to process your sample, terminate your account, prohibit your access to the Site and/or the Service, and/or take any other action necessary or appropriate to ensure compliance with these Terms. Any unauthorized use of the Site and/or the Service can lead to your prohibition from the Site and potential civil and/or criminal prosecution.

(b) You may cancel your account at any time by sending us an email at [support@color.com](mailto:support@color.com). It may take us up to thirty (30) days from the date that we begin processing your request to deactivate your account. If you choose to deactivate your account, your sample(s) and personal information will no longer be shared for research (if you have opted into such research or sample storage); and Color will not provide you with any of the Services going forward (including, without limitation, any results that have not yet been reported, or any updates or changes to your results). Although Color can remove your information from its active databases, some or all of your information from deactivated accounts will remain in Color's inactive database for compliance with legal and regulatory requirements. Please also note that information that has already been de-identified, anonymized, aggregated, published, and/or shared with third parties as set forth in the Privacy Notice prior to an account deactivation request may not be retrievable or traced back for destruction, deletion, or amendment.

(c) Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: 12, 19(c), and 20-24.

21. Warranty Disclaimers.

(a) THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE SERVICES.



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(b) COLOR IS NOT PROVIDING MEDICAL TREATMENT, AND YOU ARE AND WILL REMAIN RESPONSIBLE FOR SEEKING APPROPRIATE MEDICAL CARE. YOU ACKNOWLEDGE AND AGREE THAT, AS FURTHER SPECIFIED HEREIN, COLOR DOES NOT PROVIDE ANY MEDICAL SERVICES OR ADVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, OR ENDORSEMENTS REGARDING MEDICAL SERVICES OR ADVICE THAT YOU MAY OBTAIN THROUGH THE SITE AND/OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONSULTS WITH COLOR'S GENETIC COUNSELORS, CLINICAL PHARMACISTS, COLOR'S SUPPORT STAFF, OR THIRD PARTY VENDORS) OR SITE WILL CREATE ANY WARRANTY REGARDING COLOR OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES AND SITE. BY USING THE SERVICES AND SITE, YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL NOT TAKE ANY MEDICAL ACTION, OR FAIL TO TAKE ANY MEDICAL ACTION, OR CHANGE ANY OF YOUR MEDICATIONS OR DOSAGES, WITHOUT CONSULTING WITH A PHYSICIAN OR QUALIFIED HEALTHCARE PROVIDER.

(c) YOU UNDERSTAND AND AGREE THAT COLOR IS NOT RESPONSIBLE AND SHALL NOT BE HELD LIABLE FOR ANY PRODUCTS AND SERVICES PROVIDED BY OTHER INDIVIDUALS OR ENTITIES AS PART OF A TEST, VACCINE SERVICES, VACCINE ON-SITE SERVICES, TELEHEALTH SERVICES, OR IN CONNECTION WITH ANY OF THE OTHER SERVICES, WHICH MAY INCLUDE TEST KIT COMPONENT MANUFACTURERS AND DISTRIBUTORS, THE VACCINE ITSELF, VACCINE MANUFACTURERS AND DISTRIBUTORS, TESTING AND VACCINATION SITES, HEALTHCARE PROFESSIONALS, TELEHEALTH SERVICES, CLINICAL LABORATORIES, PHARMACIES, RELEVANT PUBLIC HEALTH AUTHORITIES, AND OTHER GOVERNMENTAL FUNCTIONS; YOU SHOULD REFER TO THE APPLICABLE POLICIES AND TERMS AND CONDITIONS FROM SUCH OTHER THIRD PARTIES FOR THEIR TERMS OF SERVICE AND POLICIES.

22. Indemnity. You will indemnify and hold Color and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms.

23. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COLOR NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR



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FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COLOR OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) COVID-19 TEST RESULTS AND COVID TEST SERVICES ARE INTENDED TO BE USED BY A HEALTHCARE PROVIDER FOR THE QUALITATIVE DETECTION OF SARS-COV-2 OR SPECIFIC VIRAL ANTIGEN (SUBJECT TO THE METHODS AND LIMITATIONS OF THE TEST). YOU AGREE THAT YOU WILL NOT SOLELY RELY ON COLOR'S SERVICES, TEST RESULTS, OR INFORMATION OBTAINED FROM COLOR FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO, A DETERMINATION THAT YOU ARE SAFE OR ABLE TO TRAVEL, ATTEND EVENTS, OR CONGREGATE WITH OTHER INDIVIDUALS.

(c) COLOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR YOUR RECEIPT (OR INABILITY TO RECEIVE) A VACCINATION THROUGH THE VACCINE PLATFORM SERVICES, OR THE ADMINISTRATION OF A VACCINE BY A THIRD PARTY. COLOR DOES NOT MANUFACTURE AND THEREFORE, TAKES NO RESPONSIBILITY FOR, THE VACCINES THEMSELVES.

(d) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL COLOR'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO COLOR FOR USE OF THE SERVICES, OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO COLOR, AS APPLICABLE.

(e) IF YOU PROVIDE A NASOPHARYNGEAL (NP) OR OROPHARYNGEAL (OP) SPECIMEN FOR COVID-19 TESTING, YOU UNDERSTAND THAT YOUR SPECIMEN COLLECTION INVOLVES RISKS INCLUDING MILD PAIN OR DISCOMFORT, A LITTLE GAGGING AND/OR A MINOR NOSEBLEED, AND IN VERY RARE SITUATIONS, INFECTION, SERIOUS INJURY, OR DEATH. BY SUBMITTING A SPECIMEN, YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST COLOR ON ACCOUNT OF PAIN, INJURY, OR DEATH ARISING FROM YOUR SPECIMEN COLLECTION.

(f) YOUR TEST RESULTS ARE BASED ON CURRENTLY AVAILABLE INFORMATION IN THE MEDICAL LITERATURE AND SCIENTIFIC DATABASES, AS WELL AS LABORATORY INFORMATICS AND ALGORITHMS THAT MAY BE SUBJECT TO CHANGE. YOU UNDERSTAND AND AGREE THAT COLOR MAY, AT ITS SOLE DISCRETION, AMEND OR MODIFY YOUR TEST REPORT BASED ON ANY SUCH CHANGES. FOR EXAMPLE, THIS MAY RESULT IN A CHANGE IN YOUR COVID-19 RESULTS; GENETICS RISK ASSESSMENT; THE RECLASSIFICATION OF A VARIANT; A CHANGE OR UPDATE TO A PREVIOUSLY REPORTED PHARMACOGENOMIC GENOTYPE OR ALLELE; OR A RECLASSIFICATION OF A REPORTED DIPLTYPE. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL CLAIMS AGAINST COLOR FOR ANY AMENDMENT OR MODIFICATION OF THE TEST REPORT IN ACCORDANCE WITH COLOR'S STANDARD OPERATING PROCEDURES.



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(g) BY USING THE SERVICES OR ACCESSING THE SITE, YOU ALSO ACKNOWLEDGE AND AGREE THAT CERTAIN OF THE SERVICES AND RELATED PRODUCTS AND TESTS PROVIDED HEREIN MAY BE SUBJECT TO THE PUBLIC READINESS AND EMERGENCY PREPAREDNESS ACT ("PREP ACT"), WHICH MAY LIMIT COLOR'S LIABILITY FOR THE PROVISION OF ANY COUNTERMEASURES TO COVID-19.

(h) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COLOR AND YOU.

24. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The exclusive jurisdiction for all disputes will be the state and federal courts located in Santa Clara County. You and Color each waive any objection to jurisdiction and venue in such courts.

25. **General Terms.**

(a) **Reservation of Rights.** Color and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Color and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Color and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Color's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Color may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) **Notices.** Any notices or other communications provided by Color under these Terms will be given: (i) via email or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) **Waiver of Rights.** Color's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Color. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.



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26. Contact Information. If you have any questions about these Terms or the Services, please contact Color at [support@color.com](mailto:support@color.com).