



## Terms & Conditions of Use Agreement

In this Terms & Conditions of Use Agreement (“Agreement”), “BIOIQ”, “we”, “our” or “us” refers to BioIQ, Inc, BioIQ.com, BioIQ mobile application(s) and its affiliates. BIOIQ, Inc. and its affiliates provide services and use of the website BioIQ.com and mobile applications to you subject to the following terms and conditions.

**PLEASE READ THE ENTIRE TERMS & CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY CONTINUING, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF USE IN THEIR ENTIRETY.**

**YOU MUST BE AT LEAST 18 YEARS OLD TO USE BIOIQ OR ANY FEATURES OR SERVICES.**

### **HIPAA Privacy Policy/ Privacy Statement**

Online account information and certain other information about you are subject to our Privacy Statement as well as our HIPAA Privacy Policy. For more information, please see our [Privacy Statement and our HIPAA Privacy Policy](#).

This Agreement sets forth our usage guidelines and standards of use of BIOIQ. By using BIOIQ you (as a “User”) agree to these terms and conditions. A “User” is defined as any visitor including both registered and unregistered visitors (all visitors have the ability to browse BIOIQ, including through a mobile device). Certain areas or features of BIOIQ may be restricted to Users who have obtained an ID and password by completing a registration process. Please be sure to protect and maintain the confidentiality of any information you may obtain in connection with your use of BIOIQ. You agree to notify BIOIQ immediately if you believe your ID, password or other identifying information has been lost, stolen or otherwise compromised. If you do not agree to the terms and conditions of this Agreement, you should immediately discontinue use or viewing of BIOIQ.

If you wish to make use of BIOIQ its features or services, you agree to the terms in this Agreement and indicate your acceptance of the same by continued use of BIOIQ along with acceptance during the registration process. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement. If we make any material changes, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on BIOIQ prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our terms and to review our most current terms.

BIOIQ may refuse to offer or continue offering services to any person or entity for any reason or no reason and may change its eligibility criteria from time to time.

### **1.0 Description of Service – Limited Use License Agreement**



BIOIQ operates a wellness/disease management website and mobile applications providing services for wellness/disease management (collectively, the “Applications”). Depending on the nature of the services provided to its customer, some users will have the ability to log into the Applications with a secure login. In those instances, you may receive an invitation to create your own password-protected account and you can change your contact information and password information on the Applications. BIOIQ may also provide you with online viewing of forms, explanations of laboratory tests results and other health care information, including disclosure of laboratory test results to an ordering physician or other healthcare professional involved in various wellness or disease management Applications programs (the “Programs”). BIOIQ does not display complete medical records under any Programs.

By using BIOIQ, you are licensed to use the Applications only for the purpose of engaging with BIOIQ and Programs under this Agreement. Access to and use of password-protected or secure areas of BIOIQ is restricted to authorized Users only. Users who access or attempt to access secure areas of BIOIQ without authorization may be subject to legal liability, including but not limited to, termination of User rights under this Agreement, termination of Programs, and potential criminal charges.

## **2.0 Registration Process**

To become a registered User, the User must complete the registration process by providing BIOIQ (or its service providers) with current, complete and accurate information, as more specifically required by the registration procedures. By way of illustration and not limitation: to register, a prospective User may be required to specify a username and password, and to provide a name, address, zip code, legitimate electronic mail address and certain additional information (for example, preferred contact method).

Each User shall maintain and update their registration profile data, to ensure that it is always current, complete and accurate. At its sole discretion, BIOIQ may refuse to accept any User’s registration for any reason.

Upon acceptance, BIOIQ will provide access credentials to the registered User. Each User will be solely liable for any and all activities under User’s account. Multiple User accounts are prohibited. Any individual User may only register for and maintain one (1) account.

## **3.0 Proprietary Rights to Content**

You acknowledge and agree that BIOIQ contains information, data, software, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and/or other material (collectively referred to as “Content”) protected by copyright, trademark, patents, service marks, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.



By visiting BIOIQ, you are licensed to use the Content only for personal use. The downloading of the whole or significant portions of any Content or database is strictly prohibited. Resale of any Content or database or portion thereof, is also prohibited.

All Content displayed on BIOIQ and all software, data and information used to create BIOIQ and the Content, including text and images, method of display and presentation, source code, object code, embedded routines and programs and other materials, as well as all copyrights, trademarks, service marks, patents and other intellectual property rights, or proprietary rights therein or thereto, are owned by BIOIQ, its affiliates, suppliers or licensors, and are protected under U.S. and international copyright, trademark and other applicable laws and treaties including international trade and export laws. All rights not expressly granted to you by Us in this Agreement are reserved by BIOIQ and you acknowledge and agree that you do not acquire any ownership rights by accessing or downloading copyrighted material or Content from BIOIQ.

#### **4.0 Disclaimers**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF BIOIQ IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED BY BIOIQ ON AN “AS IS” AND ON AN “AS AVAILABLE” BASIS ONLY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BIOIQ MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. BIOIQ SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF BIOIQ. IN ADDITION, BIOIQ DOES NOT WARRANT OR REPRESENT THE FOLLOWING: (1) BIOIQ WILL MEET YOUR REQUIRMENTS, (2) BIOIQ WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF BIOIQ WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION, OR OTHER MATERIALS OBTAINED BY YOU THROUGH BIOIQ WILL MEET YOUR EXPECTATIONS, (5) THE SERVERS THAT MAKE BIOIQ AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (6) ANY ERRORS IN THE BIOIQ WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH BIOIQ IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED, INCLUDING BUT NOT LIMITED TO, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU (AND NOT US OR ANY OF BIOIQ’S AFFILIATED COMPANIES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR VENDORS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION FOR ANY SUCH DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BIOIQ SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS & CONDITIONS OF USE.



#### **4.1 *Medical and HIPAA Security Disclaimer***

FOR REGISTERED USERS WITHIN THE SECURE SECTION OF THE SITE: BIOIQ IS NOT A HEALTH CARE PROVIDER HOWEVER BY PROCESSING AND DISPLAYING PROTECTED HEALTH INFORMATION (“PHI”), BIOIQ IS SUBJECT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”). UNDER HIPAA, BUSINESS ASSOCIATES LIKE BIOIQ ARE REQUIRED TO USE REASONABLE AND APPROPRIATE SAFEGUARDS TO PREVENT DATA BREACHES. ALTHOUGH BIOIQ USES TECHNOLOGY SUCH AS MULTIFACTOR AUTHENTICATION OR OTHER TECHNOLOGY TO ENSURE APPROPRIATE ACCESS, THERE IS NO 100% GUARANTEE THAT ALL DATA AVAILABLE VIA THE INTERNET WILL BE SAFE.

THE MATERIAL AVAILABLE THROUGH BIOIQ IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU’VE FOUND ON BIOIQ, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION, INCLUDING WITH A LICENSED HEALTH CARE PROVIDER. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH BIOIQ, WHETHER OBTAINED AS A REGISTERED OR UNREGISTERED USER, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

BIOIQ DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTY OF NON-INFRINGEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE-REFERENCED EXCLUSION MAY NOT APPLY TO YOU.

#### **5.0 *Forward-Looking Statements***

THIS SITE INCLUDES “FORWARD-LOOKING STATEMENTS” THAT EXPRESS EXPECTATIONS OF FUTURE EVENTS AND/OR RESULTS. ALL STATEMENTS BASED ON FUTURE EXPECTATIONS RATHER THAN ON HISTORICAL FACTS ARE FORWARD-LOOKING STATEMENTS THAT INVOLVE A NUMBER OF RISKS AND UNCERTAINTIES, AND BIOIQ CANNOT GIVE ASSURANCE THAT SUCH STATEMENTS WILL PROVE TO BE CORRECT.

#### **6.0 *Limitation of Liability***

BIOIQ SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR BIOIQ SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST INCOME, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE BIOIQ OR THE INFORMATION CONTAINED IN IT, OR FOR THE COST OF



PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH BIOIQ OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA PROVIDED BY YOU, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF BIOIQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THESE TERMS OF USE, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING BIOIQ AND ANY SERVICES.

#### **7.0 Indemnification**

You agree to indemnify and hold BIOIQ, its subsidiaries, affiliates, officers, agents, attorneys and employees, harmless from any claim or demand of any kind whatsoever, including reasonable attorneys' fees and costs, made by any third party due to or arising out of the use of BIOIQ, the violation of this Agreement, or infringement by another User, of any intellectual property or any other right of any person or entity who may have gained access to BIOIQ by using your ID and password.

#### **8.0 COPPA Notice**

##### **CHILDREN ONLINE PRIVACY PROTECTION ACT ("COPPA") NOTIFICATION**

##### **\*\*\*Special Note for Parents or Guardians of Children**

BIOIQ was not designed for anyone under the age of 18. We are not responsible for any access or use of BIOIQ by children or minors under the age of 18. BIOIQ does not sell products designated for purchase by children under the age of 13 or anyone under the age of 18 nor is it designed for their use or entertainment.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protections are available to you online.

Please see our COPPA Information provided in our [Privacy Statement](#) for more information regarding use of BIOIQ and children under the age of 13 and anyone under the age of 18.



## **9.0 Technology Export Control**

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. You agree to abide by these laws and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from the website to either a foreign national or foreign destination in violation of such laws.

## **10.0 User Account Obligations**

Registered Users of BIOIQ shall provide a password and receive an account with BIOIQ. Users are entirely responsible for any and all activities which occur under their account whether authorized or not authorized.

You, in registering, specifically consent to the storage and processing of your personal information. In consideration of your use of BIOIQ, you agree to:

- (1) Provide true, accurate, current and complete information about yourself or your company as requested; and
- (2) Maintain and promptly update your information to keep it true, accurate, current and complete.

Should you provide any information about yourself or your company that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete; we have the right to suspend or terminate your account.

Furthermore, you understand that you may not:

- (1) Select or use a name of another person with the intent to impersonate that person; or
- (2) Use the rights of any person other than yourself without authorization; or
- (3) Open a BIOIQ account if You are under the age of 18.

## **11.0 Legal Compliance**

BIOIQ reserves the right to use any information available by virtue of Your use of BIOIQ (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms & Conditions of Use Agreement or Privacy Statement, or to protect the rights, property or safety of all visitors and Users to our customers, the public or BIOIQ and its affiliates or licensees. We reserve the right without obligation to review the content of BIOIQ, and other information posted to BIOIQ to determine



compliance with our Agreement and operating rules established by Us or our affiliates, and to satisfy any law, regulation or authorized government request.

### **12.0 Modifications and Interruption to Service**

BIOIQ reserves the right to modify or discontinue any services with or without notice. BIOIQ shall not be liable to a User or any third party should BIOIQ exercise its right to modify or discontinue any service. Each User acknowledges and accepts that BIOIQ does not guarantee continuous, uninterrupted or secure access to BIOIQ and operation of BIOIQ may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

### **13.0 Service Disclaimer Information**

BIOIQ disclaims liability for any products, sales, transactions or information provided by or related to third parties or affiliates and obtained through any posting, listing or link via BIOIQ.

Users agree to indemnify, hold harmless, and defend BIOIQ, INC AND ITS STAFF, AGENTS AND OFFICERS (hereinafter referred to as "BIOIQ Parties") from any and all fault, liabilities, costs, expenses, claims, and demands or lawsuits arising out of, related to or connected with this Agreement or the services offered by BIOIQ hereunder.

### **14.0 Third-Party Links**

BIOIQ may include links to online merchants, vendors, suppliers, manufacturers, health care entities, contractors, subcontractors, service providers and/or other third parties (collectively referred to as "Vendor(s)"). Any such links to Vendors are provided for your convenience only, and such links do not imply endorsement by BIOIQ of such Vendors or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content located on or through, any Vendors. You should contact those Vendors if you have any concerns regarding such links or the content. Your use of Vendors is subject to the terms & conditions of use and privacy policies of each Vendor. We encourage all Users to review said policies of all Vendors.

BIOIQ disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity concerning Vendors and their offerings, and you agree that any recourse for dissatisfaction or problems with Vendors must be directed to the Vendors and not BIOIQ as you agree to waive any claim you may have against us with respect to any Vendors claim.

### **15.0 Governing Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Georgia, without regard to any principals of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and You agree that any action at law or in equity that arises out of or relates to BIOIQ or these Terms



& Conditions of Use must be filed only in the state or federal courts located in Fulton County, Georgia and the United States District Court for the Northern District of Georgia as the exclusive jurisdictions for any such action between You and BIOIQ arising out of relating to BIOIQ or these Terms and Conditions and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

#### **16.0 Compliance with Laws and International Use**

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use BIOIQ in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

Furthermore, we make no representation that materials or services on BIOIQ are appropriate or available for use in locations outside the United States and accessing them from territories where their content is illegal is prohibited. Those who choose to access BIOIQ from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations. Please see actual regulations for more information.

##### **16.1 General Data Protection Regulation**

BIOIQ does not actively target or market to any EU member state and does not, to its knowledge, process or control any EU citizen personally identifiable information: Despite this fact this Agreement in conjunction with our Policy Statement and its enumerated policies are intended to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “General Data Protection Regulation” or “GDPR”) and provide appropriate protection and care with respect to the treatment of all of our User information in accordance with the GDPR.

##### **16.2 California Consumer Protection Act**

The California Consumer Privacy Act (“CCPA”) provides California residents with specific rights as to the privacy and management of their user information. These laws include the Right to Know what user information a business has on its systems, how that user information is used, and a right to request it be deleted. This privacy policy describes such user’s rights related to the use of their information. If you would like to exercise your rights under CCPA, you may contact us at [privacyofficer@bioiq.com](mailto:privacyofficer@bioiq.com) to submit your request. If you choose to exercise your rights under CCPA, you may not be discriminated against by us for choosing to do so.

#### **17.0 Notification of Claimed Copyright Infringement**





We respect the intellectual property of others and we ask our Users to do the same. If you believe that your work has been copied and is accessible on BIOIQ in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- (1) A description of the copyrighted work that you claim has been infringed;
- (2) Identification of the URL or other specific location on BIOIQ where the material you claim is infringing is located;
- (3) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- (4) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (5) An affidavit submitted by you, sworn to and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512(c) of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, BIOIQ designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

**BioIQ, INC.**

**Attention: Compliance Officer**

2300 Windy Ridge Parkway Se

Atlanta, GA 30339

By Email: [privacyofficer@BioIQ.com](mailto:privacyofficer@BioIQ.com)

### **18.0 Botnets**

BIOIQ retains the right, at our sole discretion, to terminate any User involved with botnets and related activities. If any hostnames are used as command and control points for botnets, BIOIQ reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

### **19.0 Spamming**

Use of BIOIQ by you for spamming is strictly prohibited.

### **20.0 Apple Terms**

In the event that User obtains any App through the Apple App Store, offered by Apple, Inc. ("Apple"), the following shall apply:



- Both User and BIOIQ acknowledge that the agreements in the terms of service are concluded between User and BIOIQ only, and not with Apple, and that Apple is not responsible for the App;
- User will only use the App in connection with an Apple device that User owns or controls;
- User acknowledges and agrees that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- In the event of any failure of the App to conform to any applicable warranty, including those implied by law, User may notify Apple of such failure; upon notification, Apple's sole warranty obligation to User will be to refund to User the purchase price, if any, paid for the App;
- User acknowledges and agrees that BIOIQ, and not Apple, is responsible for addressing any claims User or any third party may have in relation to the App;
- User acknowledges and agrees that, in the event of any third-party claim that the App or User's possession and use of the App infringes that third party's intellectual property rights, BIOIQ, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- User represents and warrants that User is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that User is not listed on any U.S. Government list of prohibited or restricted parties;
- Both User and BIOIQ acknowledge and agree that, in using the App, User will comply with any applicable third-party terms of agreement which may affect or be affected by such use;
- Both User and BIOIQ acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon User's acceptance of the terms of service, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms of service against User as the third party beneficiary hereof; and
- In the event User uses the App to provide User with real-time route or location guidance, USER'S USE OF THIS REAL TIME ROUTE GUIDANCE IS AT USER'S SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

## **21.0 Text Message Terms**

From time to time, BIOIQ may offer you the option to participate in contests, sweepstakes, or surveys or other health-related programs and activities which may be relevant to you. If you would like to participate, we may ask you for contact information, mobile telephone number, preferences or other information. This information may be used to conduct research, improve our offerings, or contact you via text message. Standard text message rates apply and you may opt out at any time by following the prompts on the text message itself or via any email communication opt out button. Our contests or sweepstakes may have separate rules and we will identify how the information that you supply will be used in each case.

## **22.0 Miscellaneous Terms**

These Terms & Conditions of Use constitute the entire agreement and understanding between you and Us, superseding any prior agreements and understandings, and govern your use of BIOIQ. 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. Our failure to enforce or exercise any right or provision of these Terms & Conditions of Use shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions of Use shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms & Conditions of Use and any other agreements referenced herein, may be assigned by BIOIQ, in our sole discretion, to a third party in the event of a merger or acquisition. The section titles and headings in these Terms & Conditions of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms & Conditions of Use.

Your communications with BIOIQ may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

Any rights not expressly granted herein are reserved by and for Us.

By submitting information to BIOIQ through BIOIQ or otherwise you are making an inquiry as to services offered by BIOIQ and give BIOIQ permission to contact you through Email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a "Do Not Call" list.

Certain sections or pages on BIOIQ may contain separate terms and conditions, which are in addition to these Terms & Conditions of Use. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

**BIOIQ** will use commercially reasonable efforts to promptly respond and resolve any problem or question.

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