

USER AGREEMENT AND CONSENT

Reditus Laboratories, LLC User Agreement

This Reditus Laboratories, LLC (“Reditus”) User Agreement (“Agreement”) constitutes a legally binding agreement between you and Reditus Laboratories, LLC, (collectively, “we”, “us” or “our”). This Agreement governs your access and use of the Reditus website and online services (the “Site” and the “Services”). Note that Section 13 of this Agreement contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of disputes or claims in connection with this Agreement or the Site. Our Terms and Conditions governing access to and use of websites and online applications operated by Reditus are a part of this Agreement and are incorporated by reference. By agreeing to the terms of this Agreement, you agree that you understand and agree to be bound by the Terms and Conditions with respect to your access to and use of the Site. In the event of any inconsistency between this Agreement and the Terms and Conditions, this Agreement shall govern with respect to your access to and use of the Site. **YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THE TESTING CONSENTS WHEN YOU CLICK “I AGREE” AND/OR CONTINUE TO ACCESS OR USE THE SITE. AS SUCH, IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT AND THE TERMS OF THE TESTING CONSENT, DO NOT ACCESS OR USE THE SITE AND DO NOT CLICK “I AGREE”.**

1. Description of the Site

Reditus is providing the Site so that you can educate yourself on health care and medical issues relating to COVID-19 and Influenza A/B testing and protection. Information provided to you through the Site should not be regarded as medical or health care advice or treatment. Always 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, any medical condition, or other health related issues. In the case of a health emergency, 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.

2. Changes to this Agreement

Reditus may, at any time and from time to time, supplement, amend, or otherwise change this Agreement. Any changes to this Agreement will be effective immediately upon providing notice of the changes to you either when you log in to the Site or by sending notice of the changes to contact information that you have provided to us. You agree to comply with, and be bound by, the modified Agreement either (i) by continuing to use or access the Site after receiving notice of the changes as described above or (ii) by not requesting to terminate your Site account within seven (7) calendar days after receiving a notice of the changes as described above.

3. Changes to the Site

Reditus may add features to or delete features from the Site at any time, without notice to you.

4. Right to Use the Site

By agreeing to 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 for yourself and agree not to use the Site to initiate a lab test request for another person. 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 and Conditions, all applicable laws, and other applicable Reditus policies, practices, and notices provided or referenced herein at all times when using the Site. Reditus retains the right to block or otherwise prevent delivery of any type of e-mail or other communication to or from the Site as part of our efforts to protect the Site, protect our patients, or stop you from breaching this Agreement.

5. Privacy Statement and Notice of Privacy Practices

Our Privacy Statement and, with respect to Protected Health Information (“PHI”), our Notice of Privacy Practices are located on our website and describe how Reditus collects information about you through Services, and how we use, disclose, and protect that information.

6. Physician Order and Availability of Services

The Services provided by Reditus may require a physician order and are only available in the United States. Reditus reserves the right to expand or restrict the availability of services at any time and for any reason.

7. Online Physician Order Services

In cases where a doctor’s order is required, Reditus does provide physician order services if you do not have a physician to do this for you. By requesting a COVID-19 and Influenza A/B test, you consent to the use of a Physician we have available to provide this service (where necessary) unless you direct us otherwise. USING YOUR OWN PHYSICIAN WILL REQUIRE A WRITTEN CONFIRMATION FROM REDITUS THAT WE HAVE YOUR PHYSICIAN’S ORDER ON FILE. The physician we have available to write a test order is provided through TRI-County Pathology, SC (“TRI-County”). Reditus makes no representations or warranties regarding TRI-County’s Physician’s services and disclaims any liability for such services.

8. Payment

A valid credit card number, expiration date, and card security code is required when prompted by our website. If we are unable to charge the full cost of your purchase to the credit card you provide, we may cancel your order or request an alternate form of payment. A Reditus designated payment processor will collect your payment information and related personal information for its use in processing your payment for the products or services ordered by you. **Unless you have valid insurance or a third party (i.e. your employer, school, etc.) has agreed to pay for your testing, you are solely responsible for all charges associated with your order which are paid with a credit card.**

The cost for the COVID-19 and/or Influenza A/B test is \$ 125 (one hundred twenty-five dollars) if not covered by insurance. All testing from Reditus includes the cost of physician services from TRI- County if you have requested this order and do not have your own doctor’s order (where necessary).

9. Purchase and Refund Policies

Refunds will be considered upon request and are only in accordance with the Reditus Refund Policy. The policy is available upon request.

10. Right to Change Terms and Conditions

Content, prices, and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Reditus reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether the order has been confirmed and your payment has been processed. If your payment has already been processed for the purchase and your order is canceled, Reditus' designated payment processor will issue a credit to your account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

11. Reporting of Test Results to Local, State and/or Federal Authorities

You acknowledge and accept that the ordering physician and/or Reditus may be compelled by law or regulation to report your COVID-19 and Influenza A/B test result to the local, county, state, or federal health authority.

12. Re-testing

You acknowledge and accept that test results outside of normal limits do occur on occasion and a physician may reorder lab tests for confirmation. You will not be personally liable for any re-testing if the re-test was not the result of you not following instructions provided to you.

13. Arbitration and Class Action Waiver

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH REDITUS ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SITE, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. YOU AND REDITUS AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SITE SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION USES A SINGLE, NEUTRAL ARBITRATOR TO DECIDE A DISPUTE (INSTEAD OF A JUDGE OR JURY); ARBITRATION ALLOWS FOR MORE LIMITED DISCOVERY THAN IN A COURT CASE; AND THE ARBITRATION PROCESS AND RESULT IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. IN ARBITRATION YOU HAVE THE RIGHT, AT YOUR EXPENSE, TO BE REPRESENTED BY AN ATTORNEY OF YOUR CHOOSING. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF UNDER THIS AGREEMENT THAT A COURT CAN AWARD UNDER THIS AGREEMENT. YOU AND REDITUS AGREE THAT ANY IN-PERSON ARBITRATION HEARING WILL OCCUR IN THE UNITED STATES IN TAZEWELL COUNTY, ILLINOIS OR BY VIDEO CONFERENCING IF REQUESTED BY EITHER OF THE PARTIES. REDITUS FURTHER AGREES THAT YOUR FILING FEE FOR ARBITRATION WILL BE CAPPED AT THE AMOUNT SET BY THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE THAT, BY AGREEING TO THIS AGREEMENT, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND REDITUS ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND THE TERMINATION OF YOUR USE OF THE SITE. REGARDLESS OF THE FORUM, YOU AND REDITUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND

NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE ARBITRATOR MAY NOT JOIN OR CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

14. Disclaimer of Warranty; Limitation of Liability

THE SITE AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. REDITUS AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE SITE AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR USE OF THE SITE IS AT YOUR OWN RISK. ACCESS TO THE SITE MAY BE INTERRUPTED AND THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY NOT BE ERROR-FREE. NEITHER REDITUS OR ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE WARRANTS THAT THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE ACCURATE, RELIABLE, COMPLETE, USEFUL, OR CORRECT; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES. UNDER NO CIRCUMSTANCES SHALL REDITUS OR ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE, THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES TO THE EXTENT INDICATED ABOVE, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SITE WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS.

15. Choice of Law

This Agreement shall be governed by and construed in accordance with Illinois law, excluding its conflicts of laws principles, provided that Section 14 above shall be interpreted and enforced as set forth therein. The Uniform Computer Information Transactions Act does not apply to this Agreement.

16. Contact Information

Reditus is headquartered in Pekin, IL, in the United States of America, at the following address:

Reditus Laboratories, LLC
200 Enterprise Drive, Pekin, IL 61554
Attn: General Counsel
GeneralCounsel@Reditus.com

COVID-19 / INFLUENZA A/B CONVENIENCE TESTING CONSENT FORM

I acknowledge and understand that I will perform a specimen collection on myself based upon the following test: (i) a nasal swab for SARS-CoV-2 PCR testing; **and/or** Influenza A/B. SARS CoV-2 is the virus that causes COVID-19. I further acknowledge, understand, agree, certify, and authorize the following:

1. I am 18 years of age or older.
2. I have voluntarily requested from Reditus Laboratories, LLC (“Reditus”) testing of my specimen for SARS-CoV-2 **and/or** Influenza A/B (the “TEST”).
3. I am responsible for the collection of my specimen using the collection supplies contained in the Reditus Convenience Kit (“kit”).
4. I agree that before collecting my specimen, I will follow the instructions in the kit.
5. The TEST involves a swab slid into both nostrils to obtain a sample. It should not be uncomfortable or painful. No long-lasting side effects from testing are expected. There is minimal risk with collection of a specimen with a nasal swab.
6. I understand that Reditus will perform the laboratory analysis on my specimen for SARS-CoV-2 **and/or** Influenza A/B. I authorize Reditus to perform said TEST.
7. Processing of the specimen and test results generally take between 24-48 hours from the time it arrives at Reditus.
8. **Reditus will report my test result to the TestDirectly website which I will have access to.**
9. The test and the results are not a substitute for medical advice or treatment from my personal health care provider. **I will consult with and obtain care from a health care provider if I have tested positive for COVID-19, Influenza A/B, or if I am experiencing symptoms, or have any other questions or concerns.**
10. I am not entering into a doctor-patient relationship with TRI County Pathology Group, SC or any of its physicians who I authorize to order the TEST, if a doctor’s order is required. **Any questions that I have, or coordination of required follow up care will be done with my own health care professional, and shall be my sole responsibility.**
11. Reditus has infectious disease reporting responsibilities under applicable governmental regulations and will report my testing information in accordance with applicable regulations.
12. I consent to the release of my Protected Health Information (PHI), including test results, with the health insurer paying for my testing for purposes of payment, treatment, and/or health care operations as described in Reditus’ HIPAA Notice of Privacy Practices.

By clicking below, I acknowledge that I have read, understand, agree, certify, and/or authorize the information above and further agree that I and my heirs, executors and assigns hereby release TRI County Pathology Group, SC and its physicians, Reditus, their officers, contract pathologists, directors, employees, agents, members, managers, assigns and contractors from any and all liability and claims related to the TEST. I authorize Reditus and its respective employees to use and/or disclose my test results and the PHI as described above to the email address I have provided, and I accept all risk with respect to the security or privacy of said email transmission. I do hereby expressly and voluntarily authorize this use and release of the PHI and declare that the information provided on this form is true and correct. Reditus may freely assign this Agreement to others without my further consent. I AGREE TO ELECTRONICALLY SIGN THIS CONSENT BY CLICKING “I AGREE”.