

## **Terms of Use**

*Last Updated: March 11, 2021*

### **1. Acceptance of Terms**

Welcome to Antech Molecular Innovations, LLC. (“Antech Molecular Innovations”) and our Terms of Use (these “Terms”). These Terms are important and affect your legal rights, so please read them carefully.

By accessing or using the website located at <https://www.AntechMolecularInnovations.com/> (collectively, the “Site”) provided by Antech Molecular Innovations (“Antech Molecular Innovations,” “we” or “us”) that link to these Terms, you agree to be bound by these Terms and all of the terms incorporated herein by reference.

By accepting these Terms, you represent that you are 18 years of age or older and that, if you have accepted these Terms on behalf of any person or entity, you represent that you have legal authority to do so and that such person or entity agrees to be responsible to us if you or such person or entity violates these Terms.

If you do not agree to every provision of these Terms, you may not access or use the Site.

By accessing or using the Site, you represent and warrant that you have not been previously suspended or removed from the Site, or engaged in any activity that could result in suspension or removal from the Site.

THE USE OF THE SITE REQUIRES THE CONSULTATION OF A VETERINARIAN. THE INFORMATION FOUND ON THE SITE IS INTENDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHOULD BE USED ONLY AS A STARTING POINT FOR ADDRESSING THE HEALTH OF YOUR PET. THE SITE DOES NOT PROVIDE VETERINARY SERVICES, AND ACCESSING THE SITE, OR CORRESPONDING WITH OR ASKING QUESTIONS VIA THE SITE, DOES NOT CREATE A PATIENT-RELATIONSHIP BETWEEN ANTECH MOLECULAR INNOVATIONS AND YOUR PET, OR YOU AND ANTECH MOLECULAR INNOVATIONS. IT IS NOT A SUBSTITUTE FOR CONSULTATION WITH A VETERINARIAN LICENSED TO PRACTICE IN YOUR JURISDICTION ABOUT YOUR SPECIFIC ISSUE, AND YOU SHOULD NOT RELY ON SUCH INFORMATION.

These Terms may be revised at any time for any reason, and Antech Molecular Innovations may provide you notice of these changes by any reasonable means, including by providing notice through the Site. You can determine when we last updated the Site by referring to the “Last Updated” legend at the top of these Terms. By continuing to access, browse or use the Site, you confirm your acceptance of the revised Terms and all the terms incorporated herein by reference. We strongly recommend that you periodically visit this page of the Site to review these Terms. If you do not agree to the revised Terms, you may not access or use the Site.

### **2. Registration**

In order to access and use certain areas or features of the Site, you will need to register for an Antech Molecular Innovations account. Each registration is for a single user only.

By creating a Antech Molecular Innovations account, you agree to (a) provide accurate, current and complete account information, (b) maintain and promptly update, as necessary, your account information, (c) maintain the security of your account credentials, (d) be responsible for the acts or omissions of any third party who has authority to access or use the Site on your behalf, and (e) immediately notify us if you discover or otherwise suspect any security breaches related to the Site or your account. Any changes to your registration information may be made by sending such changes to [webmaster@AntechMolecularInnovationsBiomedical.com](mailto:webmaster@AntechMolecularInnovationsBiomedical.com). If you provide information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Site.

By creating a Antech Molecular Innovations account, you also consent to receive electronic communications from Antech Molecular Innovations (e.g., via email or by posting notices to the Site). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and

are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

### **3. License to Access and use the Site and Site Content**

Unless otherwise indicated in writing by us, the Site and all content and other materials contained therein, including, without limitation, the Antech Molecular Innovations logo and all designs, text, graphics, pictures, information, data, software, other files and the selection and arrangement thereof (collectively, "Content") are the property of Antech Molecular Innovations or our licensors or users, as applicable, and are protected by U.S. and international copyright and other laws.

Subject to these Terms, you are hereby granted a personal, non-exclusive, non-transferable, non-sublicensable license to access and make personal, non-commercial use of the Site and Content. All rights not expressly granted herein are reserved. You do not acquire any ownership interest in the Site or Content under these Terms, or any other rights thereto other than to use the Site in accordance with the license granted, and subject to all terms, conditions and restrictions of these Terms.

However, such license is subject to these Terms and does not include any right to, and you shall not, directly or indirectly: (a) sell, resell or use commercially the Site or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Site or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Site or Content, except as expressly permitted by us, (f) use the Site to stalk, threaten, or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (g) interfere with the Site or servers or networks used in connection with the Site; or (h) use the Site or Content other than for their intended purposes.

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### **4. Trademarks**

The Antech Molecular Innovations logo, and any other Antech Molecular Innovations product or service names, trademarks, logos, or other indicia ("Marks") that may appear on the Site are the property of Antech Molecular Innovations or its subsidiaries, affiliates or third parties, and may not be copied, imitated or used, in whole or in part, without our prior written permission. Nothing contained in the Site shall be construed as granting, by implication or otherwise, any license or right to use any such Mark without the prior written permission of Antech Molecular Innovations or such third party that may own such Mark. Your misuse of any such Mark, or any other Content, is

strictly prohibited.

## 5. Legal Requirements; Privacy Statement

Where Antech Molecular Innovations has a good faith belief that such action is necessary to comply with a judicial proceeding, court order, warrant, administrative order, civil investigative demand, subpoena, or other valid process, Antech Molecular Innovations may disclose IP addresses, personal information, and any contents of the Site where it is legally compelled to do so. Please see the Antech Molecular Innovations' Privacy Statement located at [\[insert link to privacy statement\]](#) for additional information relating to the privacy and security of information collected hereunder.

## 6. User Content

You are solely responsible and liable for all data, information and other materials ("User Content") that you submit, upload, post, e-mail or otherwise transmit ("Transmit") in connection with the Site. In addition, we have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information made public through the Site. IF YOU CHOOSE TO SUBMIT TO US ANY PERSONAL INFORMATION, YOU DO SO AT YOUR OWN RISK AND ANTECH MOLECULAR INNOVATIONS SHALL HAVE NO RESPONSIBILITY OR LIABILITY THEREFOR.

You agree that you will not, and will not permit anyone else to, directly or indirectly:

- Transmit any User Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy or racially, ethnically or otherwise objectionable;
- Transmit any User Content: (i) that you do not have the right to Transmit, under any law or contractual or fiduciary relationships, including, without limitation, any inside information or proprietary or confidential information; (ii) that infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret or right of privacy of any third-party; (iii) that constitutes unsolicited or unauthorized advertising or promotional materials, "spam," "chain letters," or pyramid schemes; or (iv) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data;
- Forge headers or otherwise manipulate identifiers in order to disguise any User Content Transmitted through the Site.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense.

## 12. Rights in User Content

We do not claim any ownership interest in your User Content. However, by uploading, posting or submitting User Content to the Site or to our pages or feeds on third party social media platforms (e.g., Antech Molecular Innovations's Facebook page, Instagram page or Twitter feed), you hereby grant Antech Molecular Innovations a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display your User Content, in whole or in part, in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes, however, Antech Molecular Innovations will only share personal information that you provide in accordance with our Privacy Statement at [\[insert link to privacy statement\]](#).

You acknowledge and agree that Company may disclose or use any User Content that you Transmit for purposes that include, but are not limited to: (a) enforcing these Terms; (b) complying with any laws, regulations or rules of any federal, state or local government or agency; (c) responding to claims that any User Content violates the rights of third parties; or (d) protecting the rights or property of Antech Molecular Innovations, its customers or the public.

## **7. Feedback**

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Antech Molecular Innovations, the Site, or our products or services (collectively, “Feedback”). Feedback is nonconfidential and shall become the sole property of Antech Molecular Innovations. Antech Molecular Innovations shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **8. Linked Sites**

We have not reviewed all of the websites linked to the Site and are not responsible for the content of any third-party pages, any other websites linked to the Site, or any products or services offered by third parties linked to the Site. Nothing in the Site, including, without limitation, any links to other websites, should be construed as an endorsement of any products, services or information of any other persons or companies by Antech Molecular Innovations. Your choice to link to any other website is at your own risk, and you agree to comply with all terms and conditions relating to such websites. Antech Molecular Innovations reserves the right not to link, or to remove the link, to a particular website at any time. Any links to third party websites are provided as a convenience to you and are neither owned nor operated by Antech Molecular Innovations. We have no control over these linked websites and make no representations or warranties with respect to these linked websites or third party products or services. Your viewing and use of any third-party websites is at your sole discretion and risk.

## **9. Indemnification**

To the fullest extent permitted by applicable law, you agree to defend, hold harmless and indemnify Antech Molecular Innovations, its subsidiaries and affiliates, business partners, contractors, clients and service providers, and their respective officers, employees, agents and representatives (collectively, the “Antech Molecular Innovations Parties”) from and against any claims, liabilities, costs or damages, including reasonable attorneys’ fees and paralegal fees through final appeals, made by any third party, relating to or arising from your use of the Site, any User Content that you transmit to or through any Feedback you provide, any violation of these Terms by you, or any other act or omission by you, including your violation of any rights of another, arising from your use of the Site. You further agree that Antech Molecular Innovations shall have control of the defense or settlement of any third party claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Antech Molecular Innovations.

## **10. Disclaimers**

THE SITE AND THE CONTENT ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER ANTECH MOLECULAR INNOVATIONS NOR THE ANTECH MOLECULAR INNOVATIONS PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SITE; (B) THE SITE CONTENT; (C) USER CONTENT; (D) ANY PRODUCT OR SERVICE; OR (E) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE SITE. IN ADDITION, THE ANTECH MOLECULAR INNOVATIONS PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT ANY RESULTS WILL BE ACHIEVED, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE ANTECH MOLECULAR INNOVATIONS PARTIES DO NOT REPRESENT OR WARRANT THAT THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE ANTECH MOLECULAR INNOVATIONS PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE

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BY ACCESSING OR USING THE SITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITE.

THE ANTECH MOLECULAR INNOVATIONS PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

#### **11. Limitation of Liability; Waiver**

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE. ANY USE OF THE SITE IS AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE ANTECH MOLECULAR INNOVATIONS PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF THE SITE OR CONTENT (INCLUDING, BUT NOT LIMITED TO USER CONTENT LINKS TO THIRD PARTY SITES), OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT OR SERVICE, OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM ANY ANTECH MOLECULAR INNOVATIONS PARTY, OR FROM EVENTS BEYOND THE ANTECH MOLECULAR INNOVATIONS PARTIES' REASONABLE CONTROL, SUCH AS SITE INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE ANTECH MOLECULAR INNOVATIONS PARTIES' RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE ANTECH MOLECULAR INNOVATIONS PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO THE ORDER, RECEIPT OR USE OF SERVICES PURCHASED FROM THE SITE EXCEED THE AMOUNT PAID FOR SUCH SERVICES IN THE NINETY (90) DAYS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE THE ANTECH MOLECULAR INNOVATIONS PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS,

EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE THE ANTECH MOLECULAR INNOVATIONS PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH ANTECH MOLECULAR INNOVATIONS FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

## **12. Modifications to the Site and Services**

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Site (or any features or parts thereof) or the provision of any Services at any time.

## **13. Special Admonitions for International Use**

This Site is hosted in the United States and are intended for use by residents of the United States of America only. All matters relating to the Site are governed exclusively by the laws the State of North Carolina in the United States of America and not the jurisdiction in which you are located. If you are located outside of the United States of America and you contact us, please be advised that any information you provide to us will be transferred to the United States of America and that by submitting information, you explicitly authorize such transfer.

## **14. Termination**

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Site and to order or receive and use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

## **15. Governing Law and Jurisdiction**

Antech Molecular Innovations operates the Site from North Carolina, U.S.A. These Terms and the transactions they contemplate, including without limitation their interpretation, construction, performance and enforcement shall be governed by the laws of the State of North Carolina, U.S.A. without reference to conflict or choice of law provisions, as applicable to contracts made and performed entirely within such State. The International Convention on the Sale of Goods, and other international treaties that are not mandatory with respect to contracts made and performed entirely in North Carolina, shall not apply. The exclusive forum for the resolution of any dispute relating to these Terms shall be in the state courts of North Carolina, U.S.A., or the United States District Court for the Eastern District of North Carolina and you agree to personal jurisdiction of such courts over you with regard to any dispute relating to these Terms and agree to service of process on you by e-mail to the address you have submitted on the Site, if any, and by any other means permitted by law.

## **16. Notice**

All notices, demands, or consents given by you under these Terms will be in writing and will be deemed given when delivered to Antech Molecular Innovations at the following contact: notices to you may be made via either e-mail to [webmaster@antechmolecularinnovations.com](mailto:webmaster@antechmolecularinnovations.com) or postal mail to the address in Antech Molecular Innovations's records or via posting on the Site. Please report any violations of these Terms to Antech Molecular Innovations at the contact listed above.

## **17. Severability**

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## **18. Survival**

The following sections will survive the expiration or termination of these Terms and the termination of your Antech Molecular Innovations account: all defined terms and Sections 2 through 15, and 17 through 20.

## **19. Miscellaneous**

These Terms constitute the entire agreement between you and Antech Molecular Innovations relating to your access to and use of the Site and your order, receipt and use of Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Antech Molecular Innovations. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Antech Molecular Innovations' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

## **20. Procedure for Making Claims of Copyright Infringement**

We expect users of the Site to respect the intellectual property rights of others. If you believe in good faith that any of the content on the Site infringes your copyright, please provide our copyright agent the written information specified below.

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number and email address;
- (e) 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; and
- (f) A statement by you, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner, or are authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

Antech Molecular Innovations's copyright agent for notice of claims of copyright infringement can be reached as follows:

Antech Molecular Innovations LLC  
Attn: General Manager  
Suite 2100  
840 Main Campus Drive  
Raleigh NC 27606