

# Aspira WH's Terms of Use

## Acceptance

These legal terms and conditions (the "Terms") govern your use of [www.aspirawh.com](http://www.aspirawh.com) and its subdomains operated by Aspira Women's Health Inc. ("AWH Aspira"), which includes access to, and services available on, our Patient, Provider and Payment Portals (cumulatively, "Portals"), as well as websites, online services, and applications provided on behalf of Aspira collectively "Sites" and each a "Site"). By accessing any Site, you acknowledge, accept, and are bound by these Terms. If you do not agree to the Terms, then you should immediately leave and not use our Sites. Aspira may modify these Terms at any time. Your continued use of a Site following such modifications constitutes your acceptance and agreement to be bound by the Agreement as so modified. You, therefore, should periodically check these Terms for modifications.

## Portals

In using Aspira's Portals, you represent and warrant that you are accessing these Portals in your capacity as a provider or patient (as applicable) or, where applicable, you are a personal representative legally authorized to act on behalf of the patient. You understand that much of the information available via our Portals is protected under federal and state privacy and security laws, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and regulations promulgated under HIPAA and the HITECH Act ("Regulations," and together with HIPAA and the HITECH Act, the "HIPAA Rules"). Your further understand that the test performed was developed by Aspira, Inc. a laboratory certified under the Clinical Laboratory Improvement Amendments (CLIA). The test has not been cleared or approved by the U.S. Food and Drug Administration (FDA). Although FDA does not currently clear or approve laboratory-developed tests in the U.S., certification of the laboratory is required under CLIA to ensure the quality and validity of the tests.

In your capacity as a patient or legal representative legally authorized to act on behalf of the patient, you further understand that should you have any questions relating to the interpretation of any test result, that the ordering physician is responsible for such interpretation.

## Limited Right to Use

In consideration of your acceptance of the promises, acknowledgements, and agreements within these Terms, Aspira grants you a personal, non-exclusive, non-transferable right to access and use our Sites for informational, non-commercial purposes only.

## User Accounts; Security; Services

You may be required to create a user account with us in order to access certain portions of our Sites, request services, and obtain results. You represent and warrant that the information you provide is true, accurate and complete. If you provide any information that is untrue or inaccurate, we reserve the right to suspend or terminate your user account. You agree to maintain the confidentiality of, and not to share or distribute, your password or other login

information (“Credentials”), to promptly report to Aspira if you know or suspect that your Credentials have been compromised, and to accept responsibility for all activities that occur under your user account.

We employ administrative, technical, and physical safeguards against unauthorized disclosure or access to your private data or other personally identifiable information, consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). However, you acknowledge that such safeguards may be capable of circumvention and Aspira cannot and does not guarantee that sensitive information will not be accessed by unauthorized persons.

You may choose to take advantage of your insurance coverage to pay for certain of our services. If you choose to do so, you authorize Aspira to provide your designated insurance carrier with the information on your order form in order to process your insurance claim. You also authorize the benefits under this claim to be payable to Aspira.

You may choose to pay for services using a credit card. If you choose to do so, you represent and warrant that you are authorized to use such credit card, and you agree to pay all charges incurred under your user account. You agree that we may provide your credit card information and related personally identifiable information to our designated service provider(s) for their use in charging you for the services ordered by you.

## **Prohibited Use**

You shall not use any robot, spider, or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to extract, mine, or copy any Site content, information, or data. You shall not violate or attempt to violate the security of any Site in any way, including but limited to: (i) probing, scanning, or testing the vulnerability of any Site; (ii) attempting to access, or accessing, secured portions of any Site to which you do not possess access rights; or (iii) taking any action that imposes an unreasonable or disproportionately large load on any Site or the systems connected to any Site.

## **Other Terms and Conditions**

Any additional terms and conditions that apply to purchases of goods or services available on or through any Site are incorporated as a part of these Terms by reference. If there is a conflict between these Terms and the terms posted for or applicable to a specific good or service offered on or through our Sites, the latter terms shall control with respect to the specific good or service so offered.

## **Copyrights and Other Intellectual Property**

Unless otherwise noted, all information, text, articles, data, images, screens, graphics, web pages, photographs, artworks, visual interfaces, user interfaces, or other materials (collectively, the “Works”), including but not limited to the look and feel of any of our Sites, appearing on our Site are the exclusive property of Aspira. Except as expressly provided in these Terms, you may not copy, display, print, distribute, download, license, modify, publish, repost, reproduce, reuse, sell, or transmit the Works, or use them to create a derivative work or otherwise use

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You may download or print content from our Sites if you: (i) do not modify the content or remove any proprietary notice language from it; (ii) use the content only for your own personal, private, and non-commercial purposes; and (iii) do not distribute or republish the content to others, except that you may provide downloaded or printed content to others for their use in providing health care, treatment, or advice to you.

Aspira respects the intellectual property of others, and requires that its Site users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity.

If you believe that any material residing on, linked to, or linked from our Sites infringes your copyright, please send Aspira's Copyright Agent a notification of claimed infringement with all of the following information: (i) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (ii) identification of the claimed infringing material and information reasonably sufficient to permit Aspira to locate the material on our Sites (such as the URL(s) of the claimed infringing material); (iii) information reasonably sufficient to permit Aspira to contact you, such as an address, telephone number, and, if available, an email address; (iv) 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; (v) a statement by you that the above information in your notification is accurate and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and (vi) your physical or electronic signature. Notices to Aspira's Copyright Agent should be sent to:

Aspira Women's Health Inc.

3 Enterprise Drive, Suite 220  
Shelton, CT 06484  
Attn: Copyright Agent  
c/o General Counsel

## **Trademarks**

Unless the context indicates otherwise, the trademarks, logos, and service marks displayed on our Sites (collectively, the "Trademarks"), including, but not limited to Aspira™, are the

registered or unregistered trademarks of Aspira. Nothing on our Sites or in these Terms grants you any license or right to use any of the Trademarks, whether by estoppel, implication, or otherwise.

You should address any inquiries concerning usage of Aspira's copyrights, designs, or trademarks to: [Legal@aspirawh.com](mailto:Legal@aspirawh.com).

## **No Medical Advice**

The information contained on our Sites is intended for educational purposes only. It does not constitute medical advice, nor is it a substitute for medical advice. You should always consult a physician regarding medical diagnosis or treatment.

## **Disclaimer of Warranties**

Given the unpredictability of technology and the online environment, Aspira does not warrant that the functions or operations of our Sites will be uninterrupted or error-free, that defects will be corrected, or that our Sites or the server that makes it available will be free of viruses or other harmful elements. As a visitor to and user of any of our Sites, you must assume full responsibility for any costs associated with servicing of equipment used in connection with your use of our Sites.

While efforts have been made to ensure the accuracy of the information on our Sites, Aspira does not represent or warrant that the information accessible via our Sites is accurate, complete, or current. Our Sites could contain typographical errors, technical inaccuracies, or other incorrect information. Aspira reserves the right to add to, change, or delete its content or any part thereof without notice. Any price or availability information is subject to change without notice. Additionally, our Sites may contain information provided by third-parties. Aspira makes no representation or warranty regarding the accuracy, truth, quality, suitability, or reliability of such information. Aspira is not responsible for any errors, omissions, or inaccuracies contained in any information provided by such third-parties.

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## **Limitation of Liability**

IN NO EVENT WILL ASPIRA OR ANY OF ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ECONOMIC DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR SITES OR ANY INFORMATION CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR

LOSS OF BUSINESS, LOSS OF CONTRACTS, LOST PROFITS, PECUNIARY LOSS, BUSINESS INTERRUPTION, USER'S ACCESS OR INABILITY TO ACCESS OR USE OUR SITES, VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM OUR SITES, INVASION OF PRIVACY FROM OR THROUGH OUR SITES, OR LOSS OF BUSINESS INFORMATION, EVEN IF ASPIRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, THE LIABILITY OF ASPIRA UNDER ANY THEORY OF LIABILITY, WHETHER TORT, BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHER, WILL BE NO GREATER THAN ONE HUNDRED DOLLARS (\$100).

Any cause of action or claim you may have with respect to any of our Sites or your use of them thereof must be commenced within one year after the claim or cause of action arises, regardless of when you become aware of the claim or cause of action, after which time any claim or cause of action is forever barred.

You have sole responsibility for adequate protection and backup of data or equipment used in connection with our Sites, and you will not make any claim against Aspira for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of our Sites.

As a visitor to and user of any of our Sites, you agree that all access and use of our Sites and the contents available via our Sites are at your own risk.

Aspira has no responsibility or liability for, and does not insure, guarantee, or otherwise protect you with regard to, third-party goods or services that you purchase and that are advertised on, linked to, linked from, or mentioned on our Sites. You should conduct whatever investigation you believe is necessary and appropriate before proceeding with any business transaction with third-parties.

## **No Unlawful or Prohibited Use**

You will not use our Sites for any purposes that are unlawful, criminal, or in violation of the rights of third-parties. You will not use our Sites in any manner that could damage, disable, overburden, or impair our Sites or interfere with any other party's use and enjoyment of our Sites.

## **Submissions**

While Aspira welcomes comments and feedback regarding our Sites and its services, Aspira is under no obligation to respond to all pieces of correspondence received through our Sites or by e-mail, to maintain submitted comments in confidence, or to pay compensation of any kind for your comments or submissions. Aspira does not wish to receive any confidential or proprietary ideas, suggestions, materials, or information via our Sites or by e-mail. All unsolicited comments, feedback, ideas, suggestions, and other submissions that are disclosed or submitted to Aspira through our Sites, by e-mail, or by any other means shall become and remain the

property of Aspira. Any such submission by you is a declaration of the full release of all proprietary claims and intellectual rights regarding your submission. Aspira, therefore, is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Aspira for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information.

## **Links**

Aspira permits third-party sites to link to our Sites, but only in accordance with these terms and conditions:

Links may be text-based using the words: “Aspira”. You may not use the Aspira logo or any other trademark as a link to our Sites.

By linking, you acknowledge and agree that, other than as set forth herein, all rights to Aspira marks, the content appearing on our Sites, and the design of our Sites belong to Aspira.

You may not create frames around our Sites or use other techniques that alter in any way the visual presentation or appearance of our Sites.

You must not misrepresent your relationship with Aspira or present false or misleading impressions about Aspira. No links to our Sites may be used in a manner that implies or suggests that Aspira approves or endorses you, your website, or your goods and services.

Aspira shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend Aspira against all claims arising out of or based upon your website.

No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of any third-party rights.

Aspira reserves the right at any time and in its sole discretion to demand that you remove all links or any particular link to our Sites from your website and you agree to comply with such demand.

Our Sites may contain links to other websites operated by third-parties (“Linked Sites”). Such Linked Sites are not under the control of Aspira. Aspira has not reviewed, approved, corrected, or updated the content of any Linked Site and is not responsible for the content of any Linked Site. Your access or use of any Linked Site is at your own risk. Aspira shall have no liability or responsibility for any information published on Linked Sites. Aspira provides these links only as a convenience and, unless explicitly stated otherwise, does not monitor, endorse, warrant, or

make any representations with respect to Linked Sites.

## **Electronic Communications**

While interacting with our Sites, you may choose to communicate electronically with Aspira by email, text messaging, instant messaging, video calling service (e.g., FaceTime, Skype), or other electronic means. Any electronic communication that you exchange with Aspira may be recorded and stored by Aspira as it deems, in its sole discretion, to be appropriate for customer service, quality control, record-keeping, or other business purposes. By choosing to communicate electronically with Aspira, you unconditionally and irrevocably consent to Aspira recording and storing those communications.

## **Severability**

If any provision of these Terms is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In that event, Terms will be construed as if such invalid, illegal, or unenforceable provisions had never been part of the Terms, with the remainder being in full force and effect.

## **Indemnity**

You will indemnify, defend, and hold harmless Aspira from and against any and all claims, demands, causes of action, losses, expenses, damages, and costs, including without limitation any reasonable attorneys' fees, resulting from, arising out of, or relating to your use of our Sites, any activity, information, or material that you submit or transmit to our Sites, or your violation or breach of these Terms.

## **Entire Agreement**

These Terms represent the entire agreement between you and Aspira with respect to the use of our Sites, and all other prior agreements, covenants, promises and conditions, verbal or written, between you and Aspira with respect to such use are superseded and incorporated by these Terms.

## **Governing Law**

Our Sites are controlled and operated by Aspira from its offices within the United States. Aspira makes no representations that our Sites are appropriate or available for use in other locations. If you access our Sites from locations outside the United States, you acknowledge and agree that you do so on your own initiative and are responsible for compliance with applicable local laws. The software, technology, and other information made available through our Sites are subject to United States export controls and may also be subject to the import laws of your jurisdiction. You may not use or export the materials in violation of United States export laws and regulations. These Terms will be governed by and construed in accordance with the laws of the State of Connecticut.

## **Arbitration**

Any controversy or claim arising out of, or relating to, these Terms, or the breach thereof, shall be settled by binding arbitration in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, and judgment upon the award rendered may be

entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted in Connecticut. Aspira and You shall work together to select an arbitrator from a list provided by the American Arbitration Association that is mutually satisfactory to them. If Aspira and You are unable to agree on an arbitrator, Aspira and You shall each choose an arbitrator from a list provided by the American Arbitration Association. The two arbitrators so selected shall then select a third arbitrator mutually satisfactory to them from the list provided by the American Arbitration Association. The single arbitrator so selected by the aforesaid procedure shall hear the dispute and decide it. The award of the arbitrator shall be binding and final on all parties. Any and all legal, accounting, and other costs and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

## **Inquiries**

Thank you for visiting our Sites. For questions concerning these Terms or Aspira's other policies, contact: [itsupport@aspirawh.com](mailto:itsupport@aspirawh.com)