



TERMS AND CONDITIONS FOR SALE

** Please read all these terms and conditions:

We truly appreciate your interest in purchasing our Kits. Our goal is to make your purchasing experience as smooth as possible.

These Terms and Conditions for Sale (the “**Terms**”) sets forth the terms and conditions on which we will supply the NETest and PPQ and/ or Covid19 test kits (the “**Kits**” or “**Kit**”) and the associated laboratory testing services (the “**Services**”) listed on our Site <https://wrenlaboratories.com> (the “**Site**”) to you.

If you have any questions about our quotation or purchasing process, please do not hesitate to contact us at info@wrenlaboratories.com, or by the “Contact Us” section of our Site. Unless otherwise expressly agreed in writing, your purchase of our Kits is subject to the following terms and conditions:

1. Agreement Terms

1.1 The Parties. We are Wren Laboratories, a company incorporated in the State of Connecticut whose registered office is at 688 East Main Street, Branford CT 06405, with email address: info@wrenlaboratories.com; telephone number: (203) 208-3464 (the “**Seller**” or “**us**” or “**we**”). These Terms will apply to the purchase of the Kits by you (the “**Customer**” or “**you**”).

1.2 The Agreement. These are the Terms under which we sell Kits to you and undertake the Services. You must read these Terms before accessing the Sites or Service, as your use of the Sites or Service is an acceptance of these Terms. By ordering any of the Kits, you agree to be bound by these Terms. Our Privacy Statement is a part of the Terms is incorporated by reference (collectively, this “**Agreement**”). YOU AGREE TO BE BOUND BY THIS AGREEMENT WHEN YOU CLICK “I AGREE” AND/OR CONTINUE TO ACCESS OR USE THE SITE AND SERVICES. IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE SITE. Our Sites and Service are not directed to children under 18. If using the Site or Service on behalf of a child, you confirm that you are the parent or legal guardian of the individual using the Service (the “**Minor**”) and consent to provide the information on behalf of the Minor.

The description of the Kits and the Services on our Site, our social media sites or other forms of advertisement does not constitute an offer to sell the Kits.

1.3 Your Acceptance. By accepting 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 and Services for yourself and agree not to use the Site to initiate a laboratory test request for another person, unless you are using the Services on behalf of a Minor and you are the parent or legal guardian of that individual. 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, all applicable laws, and any notices provided or referenced herein at all times when using the Site. We retain the right to block or otherwise prevent delivery of any type of e-mail or other communication to or from the Site or Services as part of our efforts to protect the Site and the Services, or stop you from breaching this Agreement.

2. The Kits and Services

2.1 The Kits and Services. The description of the Kits and Services is as set out on our Site, and in catalogues, brochures or other form of advertisements. Please note that information provided to you through the Site should not be regarded as medical or health care advice or treatment. We do not directly or indirectly practice medicine, or dispense medical services. Any information regarding our kits published on the Site has been developed under regulatory guidance from the FDA and our Medical Director. You are encouraged to 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, a medical condition, or other health related issues. In the case of a health emergency, do not use the Sites and Services and 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 or Services.

2.2 Laboratory Tests. The Services includes the performance of laboratory test(s) at a certified laboratory. All laboratory tests will require collection of biological materials that you provide (“**Samples**”) and the test results will be shared pursuant to your consent or authorization, as described more fully in the **Informed Consent** attached to these Terms and Conditions as **Exhibit A**, which you must agree to in order to access the Services. The collection method may vary depending on the specific test ordered and may include self-collection of a specimen at home or collection by, or under the supervision of, trained personnel. Your and health information will be stored securely and in accordance with applicable law. All kit samples must be processed within 90 days of purchase.

2.3 Access to the Site. To obtain access to the Services, you need to register by completing an online form. When registering, you must provide true, accurate, and complete information about yourself as requested. Such information must include, but is not limited to, your name, gender, date of birth, race, ethnicity, address, phone number, and email address. You are responsible to maintain and promptly update your registration data to keep it true, accurate, and complete. You must keep your account and passwords confidential and may not authorize any third party to access or use the Site and Services on your behalf. You may not use anyone else’s account at any time, with or without the permission of the account holder. You must immediately notify us if you suspect misuse of your account or believe your account credentials may have been compromised. To the extent permitted by applicable law, we will not be liable for any loss that you may incur if someone else uses your password or account, either with or without your knowledge. With the exception of the Services, you are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use the Services, as well as Internet services via the Internet service provider of your choice and any wireless services you require. This responsibility includes, without limitation, your utilizing current versions of web-browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software.

3. Prices and Payment

3.1 Determining Price. Contact us for pricing information. We may change our prices at any time without notice. Taxes and Fees. Our product prices do not include any sales or value-added taxes, duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice.

3.3 Delivery Fees. You are also responsible for expedited or regular delivery and handling charges (at your option), and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.

3.4 **Payment Terms.** Payment for Kits must be made in advance of delivery, unless otherwise authorized by a company rep. You must pay through by submitting your credit or debit card details or payment via Paypal with your order.

4. **Delivery**

4.1 **U.S. Shipping and Delivery.** We will ship the Kits to the destination you specify in your order and use reasonable commercial efforts to have your order delivered to you by the time or within the period agreed, or failing any agreement, without undue delay. We are not responsible for any delays caused by the delivery company.

4.2 **International Shipping and Delivery.** We do not generally deliver to addresses outside the USA territory. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.

5. **Risk of Loss and Title.**

Risk of damage to, or loss of the Kits will pass to you when the Kits are delivered to you. You do not own the Kits until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Kits still owned by you, in which case you must return them or allow us to collect them.

6. **Privacy**

Your privacy is critical to us. We respect your privacy and with regard to your personal information. These Terms should be read alongside, and are in addition to our policies, including our [Privacy Policy](#), which is attached to these Terms and Conditions and can also be found on our Site.

7. **Intellectual Property**

All Intellectual Property displayed on the Site are registered and unregistered Intellectual Property of the Seller, its licensors or content providers, or other third parties. All of such Intellectual Property is the property of their respective owners. Nothing on the Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Intellectual Property displayed on the Site without our prior written permission, except as otherwise described herein. We reserve all rights not expressly granted in and to the Site and its content. The Site and all of its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is protected as a compilation under the copyright laws of the United States and other countries.

8. **Warranty and Remedy**

We warrant that each Kit sold or provided to you under this Agreement will perform in accordance with its product specifications for a period of 11 months from the date of shipment. We reserve the right to change the specifications of the Kits at any time without notice. Your sole remedy under our warranty shall be for us to repair or replace the Kits or component which failed to conform to the warranty. The warranties provided in this Agreement shall be void if a Kit is improperly used, stored or handled, is accidentally damaged or is subjected to abuse or neglect, or is modified or altered where the modification or alteration was not provided by or expressly authorized by us.

In the event that a claim that a Kit or your use thereof infringes any patent or violates or any proprietary right of a third party, and your use is enjoined, we shall use our reasonable commercial efforts to: (i) procure for you the right to continue using the Kit; or (ii) modify or replace the Kit so as to render it non-infringing while remaining functionally equivalent to the original Kit, at no additional charge to you. If none of these alternatives appear to be reasonably feasible, then you may terminate this Agreement with respect to the affected Kit. Our foregoing obligations do not apply to any claim or loss to the extent it results from: (i) any modification or alteration to a Kits where the modification or alteration was not provided by or expressly authorized by the Seller; (ii) use of the Kit in a way not provided for or described in the applicable documentation; (iii) use of a Kit in combination with any other product not supplied or authorized by us which causes the Kit to become infringing. You will indemnify, defend and hold us harmless from and against any and all claims and losses to the extent such claims and losses are excluded from our obligations regarding infringing kits. Our obligations hereunder are conditioned upon your promptly notifying us in reasonable detail of any claim or loss. This Section states your exclusive remedy with respect to any claim or loss for breach of warranty or infringement. WE MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE KITS, AND WE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

By proceeding with any test you are formally providing your informed consent to undergo a NETest, PPQ and/ or Covid19 test. You agree that your use of the Kits is at your sole risk. We cannot and do not warrant that the tests performed as part of purchasing the Kits will be 100% accurate due to the nature of the tests being performed. You further confirm that you have read the information provided on our website. You also acknowledge that it is recommended that if you have any concerns with the results you should consult with your own medical practitioner.

9. **DISCLAIMERS**

We make no warranty as to the accuracy, completeness, currency, or reliability of any content available through the Site or Services. Although we make reasonable efforts to include accurate and up-to-date materials, any information presented in the Site or Services as of a particular date may only be accurate as of such date and we disclaim any responsibility to update such information. You are responsible for verifying any information before relying on it. We make no representations or warranties that use of the Services will be uninterrupted or error-free. The information on this SERVICES is provided solely on an “AS IS” and “AS AVAILABLE” basis, without warranty of any kind.

WE HEREBY DISCLAIM ALL EXPRESSED AND IMPLIED WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION REGARDING THE KITS AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL, WRITTEN, OR IN OTHER FORM ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THIRD PARTY SERVICE PROVIDERS.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS,

DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

10. **Limitation of Liability**

WE SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN THAT IS BASED ON THE INFORMATION PRESENTED ON THE SITE OR IN THE SERVICES. WE EXPRESSLY DISCLAIM ANY LIABILITY, WHETHER BASED IN CONTRACT, EMPLOYMENT LAW, DISCRIMINATION, TORT, STRICT LIABILITY, OR OTHERWISE, AND UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITES AND SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE SITES AND SERVICE, THE INABILITY TO USE THE SITE AND SERVICES, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SERVICES. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND SERVICES. OUR MAXIMUM LIABILITY UNDER THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO WREN LABORATORIES DURING THE IMMEDIATELY PRECEDING 1 YEAR PERIOD.

We will not be responsible or liable for any delay or non-performance of the Services or any of the obligations hereunder to the extent caused by reasons beyond its control, including, without limitation, any governmental action, public health emergency, fire, flood, natural disaster, riot, civil commotion, plant breakdown, power outage, computer or other equipment failure or non-delivery or delays in performance by any third-party service providers or delivery by any vendors or suppliers of goods or services utilized in the performance of the Service.

11. **Governing law, jurisdiction and complaints**

We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us directly. This Agreement (including without limitation its validity) shall be governed by, and construed in accordance with, the laws of the State of New York, USA, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. The courts located in New York County, New York, USA shall have exclusive jurisdiction over any claim, dispute or controversy under, or otherwise in connection with, this Agreement (a "**Dispute**") that is not subject to arbitration pursuant to the provisions (Mandatory Arbitration) and **Schedule A** below, and the parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue.

Any claim or cause of action arising under, or otherwise in connection with, this Agreement must be filed within ONE (1) YEAR after such claim or cause of action arose, or else you agree that such claim or cause of action will be barred forever.

MANDATORY ARBITRATION: In the event of any Dispute, such Dispute shall be resolved exclusively by arbitration in accordance with **Exhibit B** attached hereto.

12. **Modification of these Terms**

No variation of the Agreement, whether regarding description of the Kits or Services, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Seller in writing. We reserve the right in our sole discretion to revise and update these Terms from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Site. You agree to periodically review the Terms in order to be aware of any such modifications and your continued use shall be your acceptance of these.

Last updated 25/1/2021

Exhibit A
Consent for Services

In order for you to make an informed decision whether or not to voluntarily be tested for COVID-19 you should carefully review the Fact Sheets provided regarding the test and how your test results will be shared. You understand that, once you sign this Informed Consent, you will be able to request a COVID-19 test offered by Wren Laboratories.

PRIVACY NOTICE

When you participate in COVID-19 testing, required personal information to be collected will include your test results and demographic and health information (e.g., name, home address, date of birth, race, ethnicity, gender, medical conditions). This information may be provided to a health care provider and/or to public health agencies as required by law. The use of this information is for test purposes to detect the SARS-CoV-2 virus that causes COVID-19, and as outlined in our [Terms and Conditions](#) and our [Privacy Policy](#).

CONSENT FOR COVID-19 DIAGNOSTIC TESTING

I hereby consent to be tested for COVID-19 (or SARS-CoV-2) by Wren Laboratories and Wren Laboratories shall (1) provide me with information on my current COVID-19 status, and (2) allow Wren Laboratories to report my results to appropriate public health authorities as required by law.

Further, I hereby acknowledge or confirm that:

- I am of legal age to request the test and consent hereto (or you are the parent, legal guardian, or person acting in loco parentis of the individual who will receive the test services).
- I have read and understand the testing process as described in the FAQs, Fact Sheet for Patients, our Terms & Conditions, and Privacy Policy, all provided on the WrenCovidTesting website (<https://wrencovidtesting.com/>).
- My test results will be reported to the CDC and/or a state or local public health agency, as required by applicable law.
- I may revoke this consent at any time by notifying Wren Laboratories in an electronic notice (info@wrenlaboratories.com); provided, however, you understand that such notice will not affect any disclosures made before the revocation is received.
- Wren Laboratories will take reasonable steps to protect the confidentiality of my test results to prevent use or disclosure other than as permitted by this consent or as may be required by law. I understand that, as with any medical test, there is the potential for false positive or false negative test results to occur when tested for SARS-CoV-2 virus
- **I am not entering into a doctor-patient relationship with Wren Laboratories, or the ordering healthcare provider, and that any questions or required follow up is my responsibility to arrange with my personal physician.**

BY CLICKING "I ACCEPT" BUTTON BELOW YOU PROVIDE INFORMED CONSENT TO CONDUCT TESTING.

I have been informed and understand the test purpose, procedures, possible benefits, and risks, and hereby I consent to perform the test (as per online procedure or Wren Laboratories' COVID-19 test kit instructions).

EXHIBIT B

Mandatory Arbitration

You and the Company agree to resolve any Dispute only by FINAL AND BINDING BILATERAL ARBITRATION in accordance with the below; *except, however*, that:

- (a) Each party retains the right to bring an individual action in a small claims court;
- (b) Each party retains the right to seek equitable relief to protect any Intellectual Property Rights, in any court of competent jurisdiction; and
- (c) Nothing herein precludes you from bringing issues to the attention of federal, state, or local agencies (and such agencies can, if the law allows, seek relief against the Company).

The Federal Arbitration Act, 9 U.S.C. § 1, et seq. (“**FAA**”) (and not any state law concerning arbitration) applies to this agreement to arbitrate, and governs all questions of whether a Dispute is subject to arbitration.

Capitalized terms not defined in this Schedule shall have the meanings given to them in the main body of the Agreement to which this Schedule is attached.

Unless you and Wren Laboratories expressly agree otherwise in writing in respect of a given Dispute, the arbitration shall be taken place in-person in **New York City, New York, USA**, and will be administered by *Judicial Arbitration and Mediation Services, Inc.* (“**JAMS**”), before a single arbitrator in accordance with the *JAMS Streamlined Arbitration Rules and Procedures* (“**JAMS Streamlined Rules**”), as modified by this Agreement. The arbitrator must honor the terms and conditions of this Agreement (including, but not limited to, all liability exclusions and limitations), and shall not make any award or decision that is contrary to, or in excess of what, this Agreement provides.

The arbitrator’s decision must be in writing, and will include the essential findings and conclusions upon which his/her award is based. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. In the event any litigation should arise between you and the Company in any court of competent jurisdiction in a proceeding to vacate or enforce an arbitration award, **YOU AND WREN LABORATORIES LTD. HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the proceeding be resolved by a judge. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the plaintiff’s/claimant’s individual claim.

Regardless of who initiates arbitration for a Dispute, you will always remain responsible for your costs relating to counsel, experts, witnesses, and travel to the arbitration. If you initiate arbitration for a Dispute, you will be required to pay \$250 of the fee required to initiate the arbitration and the Company will pay any remaining JAMS Case Management Fees and all professional fees for the arbitrator’s services. If the Company initiates an arbitration for a Dispute, the Company will pay all administrative fees and costs related to the arbitration, including all professional fees for the arbitrator’s services

All aspects of the arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain its confidentiality, unless (and in such cases, only the extent) otherwise required by applicable law. This paragraph shall not

prevent a party from submitting to a court of competent jurisdiction any information necessary to enforce an arbitration award, or to seek equitable relief.

YOU ACKNOWLEDGE AND AGREE THAT, EVEN IF ANYTHING IN THE JAMS STREAMLINED RULES (OR OTHER JAMS RULES) PERMIT OTHERWISE:

- (A) YOU AND WREN LABORATORIES ARE HEREBY EACH IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY, AS WELL AS THE RIGHT TO PARTICIPATE (FOR EXAMPLE, AS A CLASS REPRESENTATIVE OR CLASS MEMBER) IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER CLASS-WIDE OR REPRESENTATIVE ACTION OR PROCEEDING, AND THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY; AND
- (B) NO ARBITRATION WILL BE JOINED TO ANY OTHER ARBITRATION, AND THE ARBITRATOR MAY NOT CONSOLIDATE ANY INDIVIDUAL PARTY'S DISPUTE WITH ANY OTHER PARTY'S DISPUTE.

OPT-OUT: You can choose to reject this agreement to arbitrate (“**Opt-out**”) by emailing OPT-OUT@wrenlaboratories.com within thirty (30) days after the date you agree to this Agreement for the first time. The Opt-out email you send to us must state that you do not agree to this agreement to arbitrate and must include your name, address, phone number, and email address. Providing an Opt-out notice is the only way you can opt-out of this agreement to arbitrate. If you Opt-out of this agreement to arbitrate, all other provisions of the Agreement will continue to apply.



Privacy Policy

Wren Laboratories LLC

Effective Date: January 25, 2021

Wren Laboratories makes this website (the “Site”), including all information, tools, and services available to you, the user, on the condition you agree to all the terms, conditions, policies, and notices stated in this Privacy Policy and the related Terms and Conditions of Sale, set forth at www.wrenlaboratories.com.

Notice of Privacy Practices under HIPPA

THIS NOTICE DESCRIBES HOW MEDICAL OR OTHER PERSONAL HEALTH INFORMATION PROVIDED TO US ABOUT YOU MAY BE USED AND DISCLOSED BY WREN LABORATORIES LLC AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

When we refer to “WrenLabs” we mean Wren Laboratories LLC.

This Privacy Policy and the related Terms and Conditions are intended for viewers located in the United States. At present, our COVID19 tests are not available to you if you are located outside of the United States.

If you have any questions or wish to make a request in relation to your information, please contact us at:

Wren Laboratories LLC

688 East Main Street, Branford CT 06405

info@wrenlaboratories.com

WrenLabs Web Privacy Statement

WrenLabs is committed to protecting and respecting your privacy and personal data, meaning any information about you which is personally identifiable (“**Personal Information**”), that we may collect from or which you may submit to us through the Site or by any other means, including email and your shipment back to us of samples following your purchase from us of a COVID test.

This Privacy Policy Notice, together with our [Terms and Conditions](#), describe how we may use your Personal Information and how that information may be used or disclosed by WrenLabs.

By carefully reading the following you will understand WrenLabs' views and practices regarding your Personal Information and how we will treat it.

This Privacy Policy applies only to Personal Information collected on the Site. It does not apply to Personal Information collected on any third-party site that may link to or be accessible to the Site over which we have no influence or control.

What are our Definitions:

Protected Health Information (or PHI) means any information, whether in oral, electronic or paper form, which we create or receive that relates to your physical or mental health, the delivery of health care services to you, or payment of health care services, and that identifies you or could be used to identify you. PHI is a subset of Personal Information.

Processing means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available alignment or combination, restriction, erasure or destruction.

Customer means you if you purchased a test kit from us or a healthcare provider (physician, healthcare practice or hospital) if the kit was purchased by such healthcare provider.

Customer data means any information created by an authorized user of services or software under contract, for which the Customer, are the controller and we, WrenLabs, are the processor.

Other Personal Information means information provided by individuals when interacting with the Site and information maintained by WrenLabs for marketing and communication purposes (e.g., contact databases, email lists).

Data Controller means the natural or legal person, public authority, agency or other body which determines the purposes and means of the processing of personal data.

Data Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Protecting Your Privacy.

We are required by law to maintain the privacy and security of your PHI. We adhere to stringent standards designed to safeguard PHI against accidental or unauthorized access or disclosure. We have taken reasonable steps to ensure the integrity and confidentiality of your PHI.

Your Health Information. Your Rights. Our Responsibilities.

We are required by law to (1) make sure that your information is kept private; (2) provide you this Notice of our legal responsibilities and privacy practices with respect to your PHI; and (3) comply with the currently effective terms of this Notice.

How We Collect Your Information?

We collect information about you directly when you register with us to purchase a kit or return a sample to us or indirectly when your family physician, hospital physician or other health care provider sends your information and asks us to do tests.

The information we collect will be sent to us by email, fax, web portal and phone or physically when you return a sample to us and stored on computer and electronic systems.

The information includes Personal Information:

Contact Information: such as your name, address, telephone number, email address, and/or username and password, if you choose to create them.

Transaction Information: such as credit or debit card information, address and other information related to a billing or payment transaction.

Client Services/Customer Care/Technical Assistance and Other Inquiries: such as, questions or comments you submit through online forms or via email.

Sensitive Personal Information: such as race, ethnicity, date of birth and results of laboratory tests.

Cookies and other tracking technologies

When you interact with the Services, we try to make that experience simple and meaningful. When you visit our website, our web server sends a cookie to your computer or mobile device. Cookies are small pieces of information that are issued to your computer or mobile device when you visit a website or access or use a mobile application, and that store and sometimes track information about your use of the website. A number of cookies we use last only for the duration of your web or application session and expire when you close your browser or exit the application. Other cookies are used to remember you when you return to the website and will last longer.

Here is a list of how we use cookies on our websites:

Google analytics

Cookies: go

We use Google Analytics to carry out statistical analysis of page use, page interactions and paths through the Website to evaluate and develop our Website. This is known as 'digital analytics'. We may also record certain information that customers provide during a website purchase or other process.

This information allows us to understand individual behaviors and needs more accurately. For more information on how Google uses the data collected via this service, see here: <http://www.google.com/policies/privacy/partners/>

To opt out of being tracked via Google Analytics, you can also use Google's opt out browser add on: <https://tools.google.com/dipage/gaoptout>

Our Uses and Disclosures of Your Information.

WrenLabs is acting as a Data Processor on your behalf or on behalf of your health care provider who is the Data Controller. We will only process Personal Information and PHI as instructed by you or your health care provider.

We may use or share your Information in the following ways:

For Treatment: We may use and disclose your information to provide, coordinate or manage your health care treatment and related services. For example, we may disclose information about you to WrenLab's personnel, as well as to your health care providers who are involved in your care. Your information may be provided to a health care professional to whom you have been referred to ensure that the health care provider has appropriate information regarding your previous treatments and diagnoses.

For Health Care Operations: We may use or disclose your information to improve WrenLab's laboratory operations for administrative and quality assurance purposes. For example, we may disclose your information to conduct quality assessment and improvement activities; to review the qualifications and performance of health care providers; training and perform accreditation, certification or licensing activities; and managing WrenLab's business and performing general administrative activities.

For Payment: We may use and disclose your information so that the services you receive from us may be billed and payment may be collected from you, an insurance company or other entities. For example, we may disclose your information to your health plan for determinations of eligibility and coverage, to collect outstanding amounts, and to appeal any reimbursement denial.

We will not share your information with your insurance company or another third-party payer when you pay out-of-pocket for the testing services.

How Else Can We Share Your Health Information?

We are allowed or required to share your information in other ways, usually in ways that contribute to the public good, such as public health and research. We must meet many legally mandated conditions before we can share your PHI for these purposes:

Individuals Involved in Your Care or Payment for Your Care: We may release information about you to an authorized representative who is involved in your medical care or who helps to pay for your care. In addition, we may disclose information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status or location. You have the right to object to such disclosure, unless you are unable to function or there is an emergency.

Public Health and Safety Issues: We may disclose information about you for public health activities, including to prevent or control disease; reporting adverse reactions to medications; preventing or reducing a serious threat to someone's health or safety; or reporting suspected abuse, neglect, or domestic violence. We may disclose necessary information about you to law enforcement, to family members, or to others if we believe that you may present a danger to yourself or others. We may warn others to prevent or lessen serious threat to you or to others.

Research: Under certain circumstances, we may use or disclose information about you for research purposes. For example, we may disclose information for use in a research project involving the effectiveness of certain medical procedures. In some cases, we might disclose information for research purposes without your knowledge or approval. Before we use or disclose information for any other research activity, one of the following will happen:

A special process will determine that the research activity poses minimal risk to privacy and that there is an adequate plan to safeguard your information; or

The researcher will be provided only with information that does not identify you.

Business Associates: We obtain some services provided through contracts with business associates in which information is disclosed. For example: we may use a third party for billing and collections, document destruction, software support and quality assurance. We may disclose your information to WrenLab's business associates so that the business associates can provide services to, or on behalf of, us. We require that any business associate who receive your information maintain the privacy and security safeguards your information.

Military: If you are a member of the armed forces, we may share information about you as required by military command authorities.

Legal Proceedings: We may disclose information about you in response to a court or administrative order, or in response to a subpoena.

To Avert a Serious Threat to Health or Safety: We may use and disclose information about you when necessary to prevent a serious threat to your health or safety or the health or safety of the public.

Law Enforcement and Other Government Requests: We may disclose information about you for worker's compensation claims; for law enforcement purposes or with a law enforcement official; with health oversight agencies for activities authorized by law; or with special government functions such as national security and presidential protective services.

Coroners and Medical Examiners: We may release information about you to a coroner or medical examiner which may be necessary, for example, to identify a deceased person or determine the cause of death.

About a Decedent: In the event of your death, disclosures about you (the decedent) can be made to family members or others involved in your care or payment for your care prior to your death unless inconsistent with your prior expressed preferences that are known to us. Disclosures may also be made to your personal representative.

As Required by Law: We will disclose information if federal, state or local laws require that we make these disclosures.

Uses and Disclosures of Information that Require Your Written Authorization.

Uses and disclosures of your information for purposes other than those referred to in this Privacy Policy will be made only with your written permission. You have the right to revoke such authorization in writing for any future uses and disclosures. However, it will not stop any uses or disclosures that we have already made before you revoked your authorization.

The disclosure of your information is subject to your authorization if we receive financial remuneration from a third party whose product or service is the subject of the receipt of information. Financial remuneration consists of direct or indirect payment to us from, or on behalf of, the third party whose product is the subject of the information. We may obtain conditional or unconditional authorizations for research activities provided the authorization differentiates between those that are conditional and those that are unconditional.

We must obtain authorization from you for any use or disclosure of information for marketing, except if the communication is in the form of (1) face-to-face communication made by us to you; and 2) a promotional gift of nominal value provided by us.

Children's Privacy

You should be aware that this Site is not intended for, or designed to attract, individuals under the age of 18.

How we secure your information

All Personal Information you provide to us in purchasing or availing of our products or services are stored on our secure servers or else on secure servers used by our service provider. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Site, you are responsible for keeping this password confidential. You must not share a password with anyone.

WrenLabs maintains appropriate physical, electronic, standard security practices and we will make reasonable efforts to ensure that your privacy interests are protected.

Retention time

Personal Information shall be processed and stored for as long as required by the purpose they have been collected for. Therefore:

Personal Information collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.

Personal Information collected for the purposes of your legitimate interests shall be retained as long as needed to fulfill such purposes.

We may be allowed to retain Personal Information for a longer period whenever you have given consent to such processing, as long as such consent is not withdrawn. Furthermore, we may be obliged to retain Personal Information for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

Your Rights. Your Choices.

You have certain rights under HIPAA and federal privacy rules that implement HIPAA with respect to your health information:

Right to Request an Electronic or Paper Copy of your Completed Test Reports: You (or your authorized representative) may request a copy of your completed laboratory test report. We will try to provide a copy or a summary of your information usually within 30 days of your request. We may charge you a reasonable, cost-based fee. If you would like to make this request, please submit a written request to WrenLabs.

Right to Inspect and Copy: You have the right to inspect and copy your information maintained by us. Generally, this information includes health care and billing records. You do not have a right of access to (1) information prepared in anticipation of, or for use in, a civil, criminal, or administrative action; and (2) information maintained by us that is subject to the Clinical Laboratory Improvement Amendments of 1988 (“CLIA”), if access to the individual would be prohibited by law, or exempt from CLIA pursuant to 42 U.S.C. 493.3(a)(2). Under certain circumstances, you also do not have a right of access to information created or obtained during research involving treatment or received from someone other than a health care provider under a promise of confidentiality.

To inspect and/or obtain copies of your information maintained by us, you must submit your request in writing to WrenLabs. We may charge you a fee for the costs of copying, mailing or other expenses associated with complying with your request consistent with federal and state law. We may deny your request to inspect and copy your information for the reasons set forth above or under certain other circumstances. If you are denied access to your information other than for a reason stated above, you will receive a written denial. You may request that the denial be reviewed. Thereafter, a licensed health care professional chosen by us will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

Right to Amend Your Information: You may ask us to amend your information we have about you. You have the right to request an amendment for so long as the information is kept by or for us. To request an amendment to your information, your request must be made in writing and submitted to WrenLabs. You must provide a reason that supports your request. We will generally make a decision regarding your request for amendment within sixty (60) days after receipt of your request. If we deny your requested amendment, we will provide you with a written denial.

We have the right to deny your request for an amendment if it is not in writing or does not include a reason to support your request. We are not required to agree to your request if you ask us to amend information that was not created by us, unless the person or entity that created the information is no longer available to make the amendment; or is not part of the information kept by or for us; or is not part of the information which you would be permitted to inspect and copy; or is already accurate and complete.

Right to Request Confidential Communication: You have the right to request that we communicate with you about health care matters in a certain way or at a certain location. Your request must specify how or where you wish to be contacted. For example, you may ask that we use an alternative address for billing purposes. To request confidential communications, you must make your request in writing to WrenLabs. We will not ask you the reason for your request. We will accommodate all reasonable requests.

Right to Choose Someone to Act for You: You have the right to request that we transmit a copy of your information to another authorized representative. For example, if you have given

someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your information on your behalf. To do so, you must request this in writing, you must sign the request, and it must clearly identify the authorized representative and where to send the copy of the information.

Right to an Accounting of Disclosures: You have the right to request an accounting of WrenLab's disclosures of information about you. We do not have to list certain disclosures, such as those made pursuant to a prior authorization by you or for certain law enforcement purposes.

To request this list or accounting of such disclosures, your request must be submitted in writing to WrenLabs. Your request must state a time period, which may not be longer than six (6) years. Your request should also specify the format of the list you prefer (e.g., paper or electronic). The first list you request within a twelve (12) month period will be free of charge. For additional lists, we may charge you a reasonable, cost-based fee. We will notify you of the costs involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions on Use or Disclosure: You have the right to request that we restrict uses and/or disclosures of information about you (ask us to stop processing your information while you make inquiries or complaints) and to request that we restrict disclosures to an authorized representative or any person identified with your information directly relevant to that person's involvement with your health care or payment related to your health care. To request restrictions, you must make your request in writing to WrenLab's Customer Care department. Your request must specify (1) what information you want to limit; (2) whether you want to limit WrenLab's use, disclosure, or both; and (3) to whom you want the limits to apply. We will document the restriction and maintain it in written or electronic form for a period of at least six (6) years from the date it was created or when it was last in effect, whichever is later.

However, we are not required to agree to your request to restrict the disclosure to a health plan if the disclosure is for carrying out payment or health care operations and is not otherwise required by law, and if the information pertains solely to a health care item or service for which you or a person other than a health plan on your behalf has paid us in full.

We cannot restrict disclosures required by law or requested by the federal government to determine if we are meeting WrenLab's privacy protection obligations. We are not required to agree to your request; however, if we do agree, we will comply with your request unless the information is needed to provide you emergency health care treatment.

Right to Obtain a Copy of this Notice: You have the right to a paper copy of this Notice. You may ask for a paper copy of this Notice at any time, even if you have agreed to receive the Notice electronically. To obtain a paper copy, you must make your request in writing to WrenLabs.

Our Responsibilities.

We will notify you in the event we become aware of a breach of your information. A breach is an acquisition, access, use or disclosure of information in a manner not permitted unless we are able to demonstrate that there is a low probability that the information has been compromised based on a risk assessment of at least the following factors: (1) the nature and extent of the information

involved, including the types of identifiers and the likelihood of identification; (2) the unauthorized person who used the information or to whom the disclosure was made; (3) whether the information was actually acquired or viewed; and (4) the extent to which the risk to the information has been mitigated.

California: [Please click here](#) for information about, and rights available to, California residents under various California laws, including particularly, the California Consumer Privacy Act (CCPA) and how to exercise them.

In addition to your CCPA rights, California's "Shine the Light" law permits residents of California to annually request and obtain information free of charge about what personal information is disclosed to third parties for direct marketing purposes in the preceding calendar year. We do not disclose your personal information to third parties for the third parties' own direct marketing purposes.

How to Contact Us or File a Complaint?

If you have questions or comments regarding our Notice of Privacy Practices, or have a complaint about our use or disclosures of your information or our privacy practices, please contact us in the United States at 203-208-3464, or send a written request to: Wren Laboratories, 688 East Main Street, Branford CT 06405. To file a complaint with the Secretary of the Department of Health and Human Services (DHHS), you may file your complaint either in paper or electronically. You will not be penalized or retaliated against for filing a complaint.

Changes to Terms of this Notice.

WrenLabs reserves the right to change this Notice and privacy policies from time-to-time, and the changes will apply to all Personal and Sensitive Information we have about you. Laws, regulations and industry standards evolve, which may make those changes necessary, or we may make changes to our business. We will post the changes on this page and encourage you to review our Privacy Policy to stay informed. If we make changes that materially alter your privacy rights, we will promptly post a message on our website at www.wrenlaboratories.com.