

# Terms of Service

## 01 Introduction

Welcome to **PreConception Inc.** (“**Company**”, “**we**”, “**our**”, “**us**”)! As you have just clicked to our Terms of Service, please pause, grab a cup of coffee, and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service (“**Terms**”, “**Terms of Service**”) govern your use of our webpages located at [www.preconceptiontest.com](http://www.preconceptiontest.com) and our mobile application PreConception, located at [app.preconceptiontest.com](http://app.preconceptiontest.com) (together or individually “**Service**”), operated by PreConception Inc.

Your agreement with us includes these Terms (“**Agreements**”). You acknowledge that you have read and understood Agreements and agree to be bound by them.

Thank you for being responsible.

## 02 No Use by Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of Company, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

## 03 Accounts

In order to use certain features of the Site, you must register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate, and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

You may not use as a username the name of another person or entity, nor a name that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar, or obscene.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account, or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

## 04 Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form, and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing us at [support@preconceptiontest.com](mailto:support@preconceptiontest.com). Unsubscribing from electronic communications will not affect notification or contact attempts related to test results.

## 05 Purchases

If you wish to purchase any product or service made available through Service (“**Purchase**”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, date of birth, address, credit card number, and the expiration date of your credit card.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase, and that (ii) the information you supply to us is true, correct, and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to product or service availability, errors in the description or price of the product or service, error in your order, or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

## 06 Contests, Sweepstakes, and Promotions

Any contests, sweepstakes or other promotions (collectively, “**Promotions**”) made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

## 07 Refunds

Refunds can be requested by emailing us at [orders@preconceptiontest.com](mailto:orders@preconceptiontest.com) with the subject line “Refund Request”. Refunds will be issued up until you go to one of Quest’s Patient Services Centers. Once you’ve had your blood and/or urine specimen collected we are unable to cancel or refund your order.

## 08 Content

Our Service allows you to post, link, store, share, and otherwise make available certain information, text, graphics, videos, or other material (“**Content**”). You assume all risks associated with use of your Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party.

By posting Content on or through Service, you represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post, or display on or through Service, and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

PreConception Inc. has the right but not the obligation to monitor and edit all Content provided by users. Company is not obligated to backup any Content, and your Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your Content if you desire.

In addition, Content found on or through this Service is the property of PreConception Inc. or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

## 09 Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- a** In any way that violates any applicable national or international law or regulation.
- b** For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- c** To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

- d To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- e In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- f To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- a Use Service in any manner that could disable, overburden, damage, or impair Service, or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- b Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- c Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- d Use any device, software, or routine that interferes with the proper working of Service.
- e Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- f Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- g Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- h Take any action that may damage or falsify Company ratings.
- i Otherwise attempt to interfere with the proper working of Service.

## 10 Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

### GOOGLE ANALYTICS

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms webpage:

<https://policies.google.com/privacy?hl=en>

We also encourage you to review the Google's policy for safeguarding your data:

<https://support.google.com/analytics/answer/6004245>.

## FIREBASE

Firebase is an analytics service provided by Google Inc.

You may opt-out of certain Firebase features through your mobile device settings, such as your device advertising settings or by following the instructions provided by Google in their Privacy Policy:

<https://policies.google.com/privacy?hl=en>

For more information on what type of information Firebase collects, please visit the Google Privacy Terms webpage: <https://policies.google.com/privacy?hl=en>

## 11 Intellectual Property

Service and its original content (excluding Content provided by users), features, and functionality are and will remain the exclusive property of PreConception Inc. and its licensors. Service is protected by copyright, trademark, and other laws of the United States. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of PreConception Inc.

## 12 Copyright Policy

We respect the intellectual property rights of others and ask that users of our Service do the same. All trademarks, logos and, service marks (“**Marks**”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“**Infringement**”) of any person or entity. In connection with our Service, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our website who are repeat infringers of intellectual property rights, including copyrights.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [legal@preconceptiontest.com](mailto:legal@preconceptiontest.com), with the subject line “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad faith claims on the infringement of any Content found on and/or through Service on your copyright.

## 13 DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

- a an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- b a description of the copyrighted work that you claim has been infringed, including the URL (i.e., webpage address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- c identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- 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;
- f a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at [legal@preconceptiontest.com](mailto:legal@preconceptiontest.com).

## 14 Error Reporting and Feedback

You may provide us either directly at [support@preconceptiontest.com](mailto:support@preconceptiontest.com) or via third-party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“**Feedback**”). You acknowledge and agree that: (i) you shall not retain, acquire, or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) Feedback in any manner and for any purpose.

The third-party sites and tools mentioned above include the following:

### **FIREBASE CRASHLYTICS**

Firebase Crashlytics is bug reporting service provided by Google Inc.

You may opt-out of certain Firebase features through your mobile device settings, such as your device advertising settings or by following the instructions provided by Google in their Privacy Policy:

<https://policies.google.com/privacy?hl=en>

For more information on what type of information Firebase collects, please visit the Google Privacy Terms webpage: <https://policies.google.com/privacy?hl=en>

## 15 Linksto Other Websites

Our Servicemay contain links to third-party websites or servicesthat are not owned or controlled by PreConception Inc.

PreConception Inc. has no control over, and assumesno responsibility for the content, privacy policies, or practices of any third-party websites or services. Wedo not warrant the offerings of any of these entities/individuals or their websites.

### THIRD-PARTY LINKS AND ADS

The Servicesmay contain links to third-party websites, resources, and services, as well as advertisements (collectively, “**Third-Party Links**”). Third-Party Links are provided for your convenience only. The Company does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. The Company has no control over the contents, products, or services of any Third-Party Link and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any Third-Party Link, you do so entirely at your own risk and subject to the terms and conditions of use for such Third-Party Link. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third-Party Link.

YOU ACKNOWLEDGE AND AGREE THAT PRECONCEPTION INC. SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS, OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEBSITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD-PARTY WEBSITES OR SERVICES THAT YOU VISIT.

## 16 Disclaimer of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 17 Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 18 Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## 19 Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.



## 20 Changes to Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

## 21 Amendments to Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

## 22 Waiver and Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

## 23 Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

## 24 Contact Us

Please send your feedback, comments, and requests for technical support by email to [support@preconceptiontest.com](mailto:support@preconceptiontest.com).