

Spot Health Website Terms of Use

Updated Date: March 25, 2025

1. Overview

These Website Terms of Use ("Terms") govern your access to and use of all digital services and properties provided by Spot Health Inc. ("Spot Health," "we," "us," or "our"), including our websites, applications, and any content, functionality, or services offered therein (collectively, the "Site"). These Terms apply to all users of the Site, including test-takers, clients, visitors, and account holders.

By accessing or using the Site, you agree to be bound by these Terms and our [Privacy Policy]. If you do not agree, you must not use the Site.

2. Eligibility

You must be at least 18 years old (or the age of majority in your jurisdiction) to use the Site, unless you are a minor using the Site with the informed consent of a parent or legal guardian. By using the Site, you represent and warrant that you meet these eligibility requirements or that your parent or guardian has provided such consent, and that you are located in the United States or Canada.

3. No Medical Advice

Spot Health does not practice medicine or provide medical advice. Any test results, content, or communications provided via the Site are for informational purposes only and do not constitute medical care, diagnosis, or treatment. Always consult a licensed healthcare provider before making medical decisions.

4. Accounts and Registration

You may be required to register an account to access certain services. You agree to provide accurate, current, and complete information, and to maintain the confidentiality of your account credentials. You are responsible for all activity that occurs under your account.

5. Additional Terms and Consents

Your use of Spot Health’s products or services—including test registration and processing—is subject to:

- Product Consent (required before using a test kit)
- Research Consent (optional and separate)
- Client Master Services Agreement (MSA), where applicable

In the event of a conflict between these Terms and the MSA, the MSA will control for clients.

6. User Conduct

You agree not to:

- Use the Site for unlawful or fraudulent purposes
- Submit false, misleading, or unauthorized information
- Reverse engineer, decompile, or disassemble any part of the Site
- Copy, scrape, reproduce, or exploit any content without our written permission
- Interfere with the Site’s functionality or security

We reserve the right to suspend or terminate your access if you violate these terms.

7. Intellectual Property

All content on the Site, including text, graphics, logos, interfaces, software, and data, is owned by or licensed to Spot Health and protected by applicable intellectual property laws. You may not use, modify, or distribute any content without our prior written consent.

8. Data and Privacy

All personal information collected through the Site is subject to our [Privacy Policy], which explains how we collect, use, share, and protect your data. If you are a test-taker, you must review and accept our Product Consent before registering a kit.

You agree that Spot Health may use de-identified or aggregated data derived from your use of the Site or testing services to improve our services, conduct internal analytics, or support research, consistent with applicable laws and consents.

9. Availability and Modifications

We reserve the right to modify, suspend, or discontinue any aspect of the Site at any time. We are not liable if all or part of the Site is unavailable for any reason.

10. Geographic and Legal Restrictions

The Site is intended for use only by individuals located in the United States or Canada. You agree not to access or use the Site in jurisdictions that do not recognize the validity of these Terms or where such use would be unlawful.

11. Disclaimer of Warranties

THE SITE AND ALL CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPOT HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY OF INFORMATION.

While we strive to provide a reliable and secure Site, we do not guarantee that it will be error-free, uninterrupted, or completely secure.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SPOT HEALTH AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE SITE.

IN NO EVENT SHALL SPOT HEALTH'S TOTAL LIABILITY EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS (\$100), OR (B) THE AMOUNT YOU PAID TO SPOT HEALTH IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

13. Indemnification

You agree to indemnify, defend, and hold harmless Spot Health, its affiliates, and their respective officers, directors, employees, contractors, agents, and partners (including any third-party laboratories, physicians, and enterprise clients who offer Spot Health services) from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- your use or misuse of the Site or services;
 - your violation of these Terms or any applicable law;
 - any content or information you submit through the Site;
 - your use of any test result, report, or interpretation outside of a clinical context or without consulting a qualified healthcare provider;
 - or, if you are using the Site as part of a program offered by an employer, insurer, healthcare provider, or another digital health company, any claim brought against such program sponsor relating to your use of Spot Health's services.
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14. Dispute Resolution and Arbitration

Any dispute, claim, or controversy between you and Spot Health arising out of or relating to these Terms or your use of the Site shall be resolved exclusively through binding arbitration under the rules of the American Arbitration Association. The arbitration will take place in Delaware, U.S.A., and will be conducted in English.

You agree to waive any right to a trial by jury or to participate in a class action.

This section shall not prevent Spot Health from seeking injunctive or equitable relief in any court of competent jurisdiction.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Delaware and applicable U.S. federal law, without regard to conflict of law principles.

16. Changes to Terms

We may revise these Terms at any time. Material changes will be posted on the Site and/or communicated to users. Your continued use of the Site after such changes constitutes your acceptance of the revised Terms.

17. Contact Us

If you have questions about these Terms, contact:

Spot Health Inc.

Email: support@spotdx.com

Mailing Address: 1776 Mentor Ave. Cincinnati, OH 45212