Privacy Policy

THE INFORMATION AND MATERIALS CONTAINED IN THIS WEBSITE, MOBILE APP, AND ALL PRODUCTS AND SERVICES OFFERED BY CONFIRM BIOSCIENCES, INC. (TESTCONFIRM) ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Type of Information Collected

In connection with your use of the Website, we ask for and may collect a variety of information from and about you in various ways. For example, when you purchase an item from our site, we may ask for and store your information; including, but not limited to, name, business name, address, email address, billing/shipping/payment information and other identifying data. We also use Google Analytics to collect non-identifying information about visitor behavior such as the browser version used or the pages visited. Google Analytics collect data about our traffic via Google advertising cookies and anonymous identifiers, in addition to data collected through a standard Google Analytics implementation. We will not facilitate the merging of personally-identifiable information with non-personally identifiable information collected through any Google advertising product. If you would like to exclude your visits from Google Analytics, you can install this browser extension that will stop certain JavaScript from collecting data.

Use of Cookies

The Website makes use of cookies when a visitor's Internet browser is set to accept them. Cookies are small data files that the Website sends to a user's browser for storage on the user's hard drive. The Website uses cookies to identify members, track activity at the Website, and better serve our customers' needs and interests.

Use of Information

TestConfirm may use your personal identifying information to identify you as a user of the Website and to assist and speed the completion of online transactions. We may use your email address to contact you regarding services or products we believe may be of interest to you. We may associate your personal identifying information with information we collect about your preferences and activities at the Website, such as the particular pages you request and purchases or other transactions you effect through the Website. We may vary the content you receive in future visits to the Website based on your preferences and activities.

We may combine your personal identifying information, and information about your preferences and activities, with those of all or a particular group of users to prepare collective profiles of our users and their activities. For example, we may track the number of users who view certain pages or use certain features or compile the total dollar amount of sales conducted through our Website in a particular geographic region. Such information, and other information we derive from individual users' information, allows us to continue to grow and provide you with quality through more accurate marketing and advertising of our Website.

We may share customer information with third parties to perform services on our behalf.

Release Of Liability

You are accessing, using or browsing the Mobile App TestConfirm or TestConfirm Website at your own risk. TestConfirm AND ITS SUBSIDIARIES, PARENTS AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AUTHORIZED REPRESENTATIVES, AGENTS AND EMPLOYEES assume no liability or responsibility for any viruses that may infect your computer equipment or other property as a result of you accessing, using or browsing this Website or downloading

any materials or content contained in this Website. In addition, TestConfirm AND ITS SUBSIDIARIES, PARENTS AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AUTHORIZED REPRESENTATIVES, AGENTS AND EMPLOYEES assume no liability or responsibility for any interruptions, defects, delays in operation or transmission or any access line or system failure. Neither TestConfirm AND ITS SUBSIDIARIES, PARENTS AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AUTHORIZED REPRESENTATIVES, AGENTS AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AUTHORIZED REPRESENTATIVES, AGENTS AND EMPLOYEES nor any third party involved in the creation, development, production or hosting of this Website will be liable to you for direct, punitive, special, consequential, incidental, or indirect damages of any kind or nature whether such liability is asserted on the basis of contract, tort or otherwise, even if TestConfirm has been advised of the possibility of such damages.

YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY FOR ANY CLAIM ARISING OUT OF THE PURCHASE OR USE OF PRODUCTS OR SERVICES OFFERED BY TestConfirm WILL BE REPLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCTS, OR AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE. SELLER IS NOT TO BE LIABLE FOR CONTINGENT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHICH RELATE TO OR ARE OTHERWISE CONNECTED TO ANY PRODUCT OR SERVICE OFFERED BY TestConfirm.

Disclosure of Information

Unless otherwise set forth herein, we will only provide your personal identifying information, and information about your activities and preferences to other companies with your permission. We may provide other companies with collective profiles of our user groups and their activities and preferences. Such collective profiles may also be disclosed in describing our Website and services to prospective partners, advertisers, and other third parties, and for other lawful purposes. We may disclose information to fulfill certain legal and regulatory requirements, or if we believe in good faith, that such disclosure is legally required or necessary to protect others' rights or to prevent harm.

Please note we do have to have a valid phone number so we have a method of contact if there is a problem with your order.

Privacy of "Confidential Testing Information"

TestConfirm will make all reasonable efforts to maintain the private information of our consumers, test donors, and sample collectors (hereinafter "Confidential Testing Information"). Confidential Testing Information may consist of consumer/donor/collector names, addresses, phone numbers, dates of birth, social security numbers, employment information; test or specimen ID #, test dates, test times, test results, reason for test, type of test, test conditions, identity of testing laboratory, or identity of person requesting test.

Except as set forth herein, TestConfirm will not intentionally disclose Confidential Testing Information to any third party, and will make reasonable efforts to protect Confidential Testing Information from disclosure to third parties. You may authorize, in writing, the release of your testing results to third parties, and TestConfirm assumes no liability resulting from such authorized release of information.

In the event of a lawful subpoena or other order of any court of competent jurisdiction for Confidential Testing Information, TestConfirm will comply with such court order, and Customer hereby acknowledges that under such circumstances Confidential Testing Information may be disclosed by TestConfirm. Customer further acknowledges that TestConfirm may contract with third party laboratories to conduct testing of samples, and that such third party laboratories may maintain records of such tests. Customer acknowledges TestConfirm has no control over the conduct or omissions of such third party laboratories. TestConfirm hereby disclaims any and all liabilities for any disclosure by such third party laboratories of Confidential Testing Information."

Security Policy

We understand your concerns for personal security when placing orders or giving out personal information on the Internet. That's why providing a secure shopping environment is one of TestConfirm's highest priorities. We use industry-standard encryption methods to transmit your personal registration information from your computer to ours across the Internet, and we restrict access to any transactional portions of our Website to computers running web browsers that support Transport Layer Security ("TLS") protocol. To use this protection technology, you need to have a SSL-capable browser, such as Chrome v30, FireFox v27, Internet Explorer v11, Opera v17, Safari v5, Microsoft Edge or higher. These browsers will automatically activate the technology when you log on to our Website.

Any information you voluntarily disclose online in any news or message postings, discussion groups or chat rooms may be collected and used by others without your permission. Furthermore, if you provide any information to parties who operate Websites that are linked to or from our Website, different rules may apply to their collection, use or disclosure of your personal information. We encourage you to review these sites' policies before revealing any sensitive or personal information.

Our website is hosted on servers that are PCI DSS 3.0 certified at Level 1 to ensure that the payment data is protected against any unauthorized access.

Regardless of the precautions taken by you or by us, "perfect security" does not exist on the Internet. We cannot ensure or warrant the security of any information you transmit to us, and you transmit such information at your own risk.