

Decipher Website Terms of Use

Last Updated: April 30, 2019

Please read this terms of use agreement ("**Terms of Use**") carefully. Decipher Biosciences, Inc. ("**Decipher Biosciences**", "**we**", "**us**", or "**our**") provides the use of this website and any other website owned and operated by Decipher that links to this Terms of Use and services made available herein and therein (collectively, the "**Site**") to you subject to these Terms of Use, which form a legally binding agreement between us and you. The Site includes information regarding Decipher Biosciences' genomic tests and signatures that are being commercialized or under research or development and are intended to provide information about the possible course of treatment of certain cancers, and related services and educational materials for patients and healthcare professionals. Testing for Decipher Biosciences' genomic tests and signatures is performed by Decipher Biosciences' wholly owned subsidiary, Decipher Corp., a corporation that shares the same address at 10355 Science Center Drive, Suite 240, San Diego, CA 92121.

BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE SITE OR ACCESSING ANY SERVICES MADE AVAILABLE ON THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH DECIPHER BIOSCIENCES, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. If you do not agree to all of the terms and conditions set forth in these Terms of Use, do not access or use the Site. Decipher Biosciences may modify these terms and conditions, in whole or in part, at any time and in its sole discretion. Such modifications will be effective when posted on the Site, so please review these terms and conditions regularly in connection with your use of the Site. Your continued use of the Site constitutes acceptance of these terms and conditions as modified.

Your use of, and participation in, certain services made available through the Site may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "**Terms.**"

Decipher Biosciences may also terminate, change, or otherwise modify any aspect of the Site, or impose limits on features or restrict access, in whole or in part, to the Site at any time and in its sole discretion without liability. Decipher Biosciences may terminate any authorizations, rights, and licenses provided herein.

The Site is not intended for use by children. Decipher Biosciences does not knowingly collect or maintain personal information from people under 18 years of age without the prior consent of a parent or authorized representative, and no part of the Site or any service offered on the Site is intended for people under 18 years old. By using the Site, you represent that you are at least 18 years old.

The Site is intended for users in the United States. Decipher Biosciences makes no representation that the materials or services provided through the Site are appropriate or available for use outside of the United States.

1. Services.

1.1 Decipher Biosciences authorizes you to view and download the materials at the Site, provided solely for your personal, non-commercial use only, or, if you are a healthcare professional, for your internal business use, and does not authorize you to copy or post any of such materials on any network computer or broadcast in any media or otherwise commercialize any of such materials in any way. The above authorization does not include the design or layout of the Site, elements of which are legally protected and may not be copied or imitated in whole or in part. No logo, graphic, sound, or image from the Site may be copied or retransmitted unless expressly authorized by Decipher Biosciences. No other use of the materials is authorized. The materials at the Site are proprietary and any unauthorized use of any materials at the Site may violate copyright, trademark, and other laws.

1.2 The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Site or any portion of the Site, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other aspect of the Site (including images, text, page layout or form) of Decipher Biosciences; (c) you shall not use any metatags or other "hidden text" using Decipher Biosciences' name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Site except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including, but not limited to, spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Site to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Site. Any future release, update or other addition to the Site shall be subject to the Terms. Decipher Biosciences, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Site terminates the licenses granted by Decipher Biosciences pursuant to the Terms.

1.3 You agree that you will not use the Site to (i) harass or harm any other person, (ii) misrepresent your identify or affiliation with any person; (iii) interfere with or disrupt the operations of the Site, including without limitation using the Site to spread any virus, worm, Trojan horse or other mechanism designed to damage or alter or collect data from a computer system, or (iv) violate any provision of these terms and conditions or applicable requirements, rules, and policies, or applicable law.

1.4 You must provide all equipment and software necessary to connect to the Site, including but not limited to, a mobile device that is suitable to connect with and use the Site. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Site.

2. Access-restricted areas. Access to password-protected and/or secure areas of the Site is limited to authorized users only and requires creation of an account. For example, healthcare professionals desiring to order tests or view test results or related information through the Site are required to register and establish an account to use these features. You must provide complete and accurate information on your account and update such information as necessary. You are responsible for maintaining the confidentiality of your account and password information, and you agree not to share or transfer your account and/or password information. You agree to notify Decipher Biosciences immediately of any unauthorized use of your account or any other breach of security. You further agree to accept responsibility for all activities that occur under your account or password. You agree not to use another's account or password information at any time.

3. Ownership.

3.1 You agree that Decipher Biosciences and its suppliers own all rights, title and interest in the Site (including, but not limited to, any titles, computer code, themes, objects, concepts, methods of operation, moral rights, and documentation). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site.

3.2 You agree that submission of any ideas, suggestions, documents, and/or proposals to us through the Site ("**Feedback**") is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Decipher Biosciences a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Site and our other products and services.

4. Links to Third Party Sites. Any links to third-party websites that may appear on the Site are provided only as a convenience to you and in no way imply any affiliation, sponsorship, endorsement, or acceptance of any information or views provided on those linked websites. Decipher Biosciences does not monitor the linked websites for accuracy or content, and does not warrant the information contained thereon. The information provided on the linked websites and any warranty with regard thereto is solely the responsibility of the providers of that information. You may be subject to third-party website policies, including their privacy and data collection practices. Decipher Biosciences recommends that you review all terms and policies of any linked website that you access. If you decide to access third-party websites through links from the Site, you do so at your own risk.

5. Payments.

5.1 You agree to pay all fees or charges in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide us with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("**Payment Provider**") as a condition to

purchasing any product or service. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not the Terms to determine your rights and liabilities.

5.2 By providing us with your credit card number and associated payment information, you agree that Decipher Biosciences is authorized to immediately charge your Payment Provider for amounts due and payable to us hereunder and that no additional notice or consent is required. You acknowledge and agree that we will have no obligation to send you the products you purchase unless and until we are able to confirm receipt of payment from your Payment Provider. We reserve the right at any time to change prices and billing methods, either immediately upon posting on the Site or by email delivery to you.

5.3 We use Xifin, Inc., as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By purchasing any product or service on the Site, you agree to be bound by Xifin's Privacy Policy: <https://www.xifin.com/privacy> and hereby consent and authorize Decipher Biosciences and Xifin to share any information and payment instructions you provide with Third Party Service Provider(s) to the minimum extent required to complete your transactions.

6. Privacy. In using the Site and our services, you may provide certain personal information to us. Decipher Biosciences will use and disclosure of your personal information only in accordance with and our Privacy Policy [<https://deciphertest.com/privacy-policy/>]. In addition, as a covered entity under HIPAA, Decipher Biosciences will use your protected health information only in accordance with our Notice of Privacy Practices [<https://deciphertest.com/hippa-notice-privacy-practices/>], which is incorporated by this reference into these terms and conditions.

7. DISCLAIMER OF WARRANTIES.

7.1 MUCH OF THE INFORMATION CONTAINED ON THE SITE IS PRESENTED FOR THE PURPOSE OF GENERAL EDUCATION FOR THE PUBLIC REGARDING CANCER GENOMICS, PERSONALIZED TREATMENT, GENOMIC RESEARCH, AND OTHER GENERAL INFORMATION CONCERNING DECIPHER BIOSCIENCES AND ITS PRODUCTS AND SERVICES. NOTHING CONTAINED ON THE PUBLIC AREAS OF THE SITE IS INTENDED TO CONSTITUTE MEDICAL ADVICE, INSTRUCTION FOR MEDICAL DIAGNOSIS, OR INSTRUCTION FOR TREATMENT. INFORMATION PROVIDED ON THE PUBLIC AREAS OF THE SITE SHOULD NOT BE CONSIDERED COMPLETE, NOR SHOULD IT BE RELIED ON TO SUGGEST A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL. INFORMATION RECEIVED FROM THE PUBLIC AREAS OF THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, TECHNICAL, OR FINANCIAL DECISIONS. IT SHOULD NOT BE USED IN PLACE OF THE CONSULTATION OR ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL. SHOULD YOU HAVE ANY HEALTHCARE RELATED QUESTIONS, PLEASE CONSULT YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER PROMPTLY. THE INFORMATION CONTAINED ON THE PUBLIC AREAS OF THE SITE IS COMPILED FROM A VARIETY OF SOURCES. DECIPHER BIOSCIENCES DOES NOT, THROUGH THE SITE OR OTHERWISE, DIRECTLY OR INDIRECTLY RENDER MEDICAL ADVICE.

7.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SITE, OR ANY PART THEREOF.

7.3 WE MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SITE WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR ANY PART THEREOF, WILL BE ACCURATE OR RELIABLE.

7.4 ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SITE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SITE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

7.5 THE SITE, AND ANY PART THEREOF, MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. WE MAKE NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES AVAILABLE ON THE SITE, INCLUDING, BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SUCH SERVICES.

8. Indemnification. You agree to indemnify and hold Decipher Biosciences (and its officers, directors, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Site or any feature or service made available on the Site, (ii) your violation of these Terms, including, without limitation, misuse of account and password information, or (iii) your violation of applicable laws. Decipher Biosciences reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. Decipher Biosciences will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. Termination. If applicable, you may delete your account and end your registration at any time, for any reason by sending an email to customersupport@decipherbio.com. Decipher Biosciences may terminate your use of the Site and/or your account for any reason at any time. You understand that termination of your account will result in your loss of access to test results of your patients through the Site. YOU AGREE THAT DECIPHER BIOSCIENCES WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DELETION OF YOUR ACCOUNT.

10. Limitation of Liability.

10.1 YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL DECIPHER BIOSCIENCES, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, "**DECIPHER BIOSCIENCES PARTIES**") BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH DECIPHER BIOSCIENCES' PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT DECIPHER BIOSCIENCES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE SITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SITE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY TO THE SITE; OR (5) ANY OTHER MATTER RELATED TO THE SITE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A DECIPHER BIOSCIENCES PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A DECIPHER BIOSCIENCES PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A DECIPHER BIOSCIENCES PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.2 UNDER NO CIRCUMSTANCES WILL DECIPHER BIOSCIENCES PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO DECIPHER BIOSCIENCES BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A DECIPHER BIOSCIENCES PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A DECIPHER BIOSCIENCES PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A DECIPHER BIOSCIENCES PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.3 THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DECIPHER BIOSCIENCES AND YOU.

11. Dispute Resolution. Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Decipher Biosciences and limits the manner in which you can seek relief from us.

11.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Site, to any products or services sold or distributed through the Site, or to any aspect of your relationship with Decipher Biosciences, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Decipher Biosciences may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain

names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arise or are asserted after, or arose or were asserted before, the effective date of the Terms or any prior version of the Terms.**

IF YOU AGREE TO ARBITRATION WITH DECIPHER BIOSCIENCES, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST DECIPHER BIOSCIENCES ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST DECIPHER BIOSCIENCES IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

11.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent [The Corporation Trust Company, 1209 Orange Street, City of Wilmington, County of New Castle, 19801]. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS' most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS' rules are also available at www.jamsadr.com or by calling JAMS at 800.352.5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS' filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Decipher Biosciences will pay them for you. In addition, Decipher Biosciences will reimburse all such JAMS' filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Decipher Biosciences will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

11.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Decipher Biosciences. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the

same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

11.4 Waiver of Jury Trial. YOU AND DECIPHER BIOSCIENCES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Decipher Biosciences are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

11.5 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 12.6 and 12.7.

11.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Decipher Biosciences, 10355 Science Center Drive, San Diego, CA 92130, Attention: General Counsel, or notices@decipherbio.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Decipher Biosciences username (if any), the email address you used to set up your Decipher Biosciences account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

11.7 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

11.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Decipher Biosciences.

11.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Decipher Biosciences makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Decipher Biosciences.

12. General Provisions.

12.1 Electronic Communications. The communications between you and Decipher Biosciences use electronic means, whether you visit Decipher Biosciences [Properties] or send Decipher Biosciences emails, or whether Decipher Biosciences posts notices on Decipher Biosciences Properties or communicates with you via email. For contractual purposes, you (1) consent to receive communications from Decipher Biosciences in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Decipher Biosciences provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

12.2 Release. You hereby release Decipher Biosciences Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Decipher Biosciences Properties, including but not limited to, any interactions with or conduct of other Users or third-party Sites of any kind arising in connection with or as a result of the Terms or your use of Decipher Biosciences Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor. The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Decipher Biosciences Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Site, including any products or services made available on the Site.

12.3 Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Decipher Biosciences' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

12.4 Force Majeure. Decipher Biosciences shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

12.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Site, please contact us at: notices@decipherbio.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

12.6 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Decipher Biosciences agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in San Diego County, California.

12.7 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

12.8 Notice. Where Decipher Biosciences requires that you provide an email address, you are responsible for providing Decipher Biosciences with your most current email address. In the event that the last email address you provided to Decipher Biosciences is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, Decipher Biosciences' dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Decipher Biosciences at the following address: 10355 Science Center Drive, Suite 240, San Diego, CA 92130, Attention: General Counsel. Such notice shall be deemed given when received by Decipher Biosciences by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

12.9 Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.