

Zymosense Terms and Conditions

Agreement To Our Legal Terms

We are Zymosense Inc. (“**company**,” “**we**,” “**us**,” “**our**”), a startup company registered in the United States in Iowa at 2233 McKinley Court, Ames, IA 50010.

We run Zymosense.com (the “**site**”) and have set forth the following general terms and conditions as well as the standard terms and conditions for sale.

This legal set of terms constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”), and Zymosense Inc. concerning your access to and use of our products and/or services. You agree that by accessing anything from our site that you have read, understood, and agree to be bound by the legal terms we set forth here. If you do not agree to or understand these terms, then you are prohibited from using our services and you must discontinue use immediately.

In general, our terms and conditions include the standard terms and conditions of sale. This includes, but is not limited to the sale of any of our products or services that have been purchased via a purchase order or in any other written means and received by Zymosense Inc. A formal agreement is created between you and our company once you have received confirmation that we have accepted your purchase order. If a written contract has been made and signed by both parties that covers the sale of our products and/or services, then any additional terms and conditions on that contract shall prevail, if they are inconsistent with the terms of the quotation, invoice or these standard terms and conditions.

Any changes to this agreement will be accompanied by an e-mail notification prior to the release of the modified legal terms and will become effective the day they are posted to the website. By continuing to use Zymosense products or services after the effective date of changes, you also agree to be bound to the modified terms.

This agreement as well as our products and services are intended only for buyers who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for Zymosense’s services.

We recommend that you print a copy of these legal terms for your records.

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1. Agreement

Zyмосense shall provide the products and/or services described in the written quotation or purchase order invoice. By submitting a purchase order, and accepting the shipment of goods or services, the buyer will be bound by the terms of this agreement, the buyer acknowledges or signs this agreement or the provided invoice. This agreement can not be added to, altered, or modified unless in a written agreement signed by one of Zyмосense’s co-founders (Nigel Reuel or Nathaniel Kallmyer). Zyмосense is and will not be bound by any different or additional terms or conditions from any pre-printed forms, online agreements, or in any other form of communication issued by the buyer, or from any previous agreements or verbal agreements unless it is expressly written and signed by Zyмосense Inc. Any additional terms or conditions different from this agreement are thus rejected and deemed null and void.

2. Our Services

Any information provided for our goods and/or services is not intended to be distributed or used by any person or entity in any jurisdiction or country where this use would be contrary to any law or regulation that would then subject Zyмосense to any sort of registration requirement within that jurisdiction, county, or country. If you choose to access our companies’ products, services, or website from any other location in the world be aware that you are responsible for compliance with any local laws, if and to the extent that any local laws are applicable.

Our services are not tailored to comply with any industry-specific regulations including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc., so if your interactions with our services would be subjected to such laws then you may not use our services. You also may not use any of our services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

3. Intellectual Property Rights

Our intellectual property

We are the owner of the license of all of our intellectual property rights in our website including all databases, software, website designs, video, audio, text, source code, photographs, and

graphics (including our logo) within it (collectively referred to as the “**content**”), contained therein.

Our content is protected by copyright and trademark laws including various other intellectual property rights and unfair competition laws and treaties within the United States and around the world. Unauthorized reproduction, distribution, or use of our content, patented products, technology, or services without prior written consent from Zymosense Inc. is strictly prohibited and a punishable offense.

Your Use of Our Services

Subject to your compliance with this agreement of our terms and conditions including the prohibited activities section below, Zymosense grants you a non-exclusive, non-transferable, revocable license to:

- Access our products and services
- Download or print a copy of any portion of the content to which you have properly gained access to solely for your personal, non-commercial use or internal business purposes.

Except as set out in this section or elsewhere in our terms and conditions, no part of the website and no content or marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without Zymosense’s written and signed permission.

If you wish to make use of any of our website’s content other than as set out in this section or elsewhere in our terms and conditions, please address your request to: info@zymosense.com. If Zymosense ever grants you the permission to post, reproduce, or publicly display any part of our goods and services or content, you must identify us as the owners or licensors of the website’s content and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing or displaying our content.

Zymosense reserves all rights not expressly granted to you in and to the website and its content.

Any breach of our intellectual property rights will constitute a material breach of our terms and conditions and your right to use our website, products and services will be terminated immediately.

Your Submissions

Please, review this section and the prohibited activities section carefully prior to using our goods and services to understand the rights you give us and any obligations you have when you post or upload any content through Zymosense.com and info@zymosense.com.

Submissions:

By sending any information to us including questions, comments, suggestions, ideas, feedback, or any other type of information, you are agreeing to assign all intellectual property rights to such submission to us. You acknowledge and agree that Zymosense will own this submission and have the right to use and distribute it freely for any lawful purpose, whether commercial or otherwise, without any obligation to acknowledge or compensate you.

You are responsible for what you post or upload:

By sending us a submission through any part of our website or by e-mailing us you:

- Confirm that you have read and agree with our prohibited activities
- You agree that you will not post, send, publish, upload or transmit anything through our website or to our e-mail that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening, sexually explicit, false, inaccurate, deceitful, or misleading; to the extent permissible by applicable law, and waive all moral rights to any such submission
- You are claiming that any submission is original to you or that you have the necessary rights and licenses to submit it and that you have the full authority to grant us to the mentioned rights above in relation to your submissions; and warrant and represent that your submissions do not contain confidential information

You are solely responsible for your submissions and you expressly agree to reimburse Zymosense for any and all losses that we may suffer because of your breach of (1) this section, (2) any third party's intellectual property rights, or (3) applicable law.

4. User Representations

By using Zymosense.com you warrant and represent that: (1) registration information you submit is true, accurate, current, and complete to the best of your capabilities; (2) you will maintain the accuracy of such information and update as necessary; (3) you have the legal capacity to and you do agree to comply with these terms and conditions; (4) you are not a minor in the jurisdiction where you reside; (5) you will not access our services through automated or non-human means, through a bot, script or otherwise; (6) you will not use any of our content or services for any illegal or unauthorized purpose; and (7) your use of our content or services will not violate any applicable law or regulation.

Any information provided that is found to be untrue, inaccurate, not up to date, or incomplete allows us to suspend or terminate your account and refuse any and all current or future use of our content, products and services.

5. Products

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available. All products are subject to availability, and we cannot guarantee that items will be in stock. Zymosense reserves the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

Products Marketed for Research Use Only

The products provided by Zymosense are intended solely for research and development purposes. By purchasing or using our products, you agree that they are not intended for diagnostic, therapeutic, clinical, or any other purposes outside of research and development activities. Zymosense makes no representations or warranties regarding the suitability of these products for any specific use other than research and development. Any use of these products for purposes other than research and development is at the sole risk of the user. We do not imply or convey any license for you to use, and you are agreeing not to use our products in any manner that requires any sort of regulatory approval.

Use Restrictions

You, the buyer, are not licensed to, and agree not to resell, transfer or distribute any of our products or technologies directly or indirectly to any third party for any purpose or use, unless authorized by Zymosense in writing. You also agree to not re-export products from the country or region in which the goods were originally purchased.

Limited License

Subject to this agreement, and to the terms and conditions of any license provided by us that is specific to any product, Zymosense grants to you (the buyer) a non-exclusive, non-transferable, non-sublicensable license to use the product(s) and/or service(s) provided to you by Zymosense inc. in accordance with the written or published instructions provided by Zymosense. You understand and agree that except as expressly set in this agreement (or in a provided license specific to a product), no right or license to any patent or other intellectual property owned by us is conveyed or implied by this agreement.

Special Licensing Terms for Zymosense Products

Purchasing Zymosense products or services includes a limited, non-transferable right under our intellectual property for the buyer to use the products following our provided documentation and instructions for use. Unless expressed otherwise in other terms and conditions, no rights are granted for you to distribute or resell our products. The end user/buyer is responsible for acquiring any additional intellectual property rights that may be required. Zymosense's products are covered by claims of U.S. patents, and/or pending patent applications including, but not limited to U.S. Patent numbers: 10,837,045; 63/638,170; 63/328,116.

Confidentiality

You agree to maintain confidentiality of any proprietary information shared with you regarding Zymosense's patented products or our services. Any information or documentation provided to you about our products is considered confidential and may not be disclosed to any other party without our explicit written consent.

6. Prices, Purchases and Payment

All products and/or services from Zymosense are in the currency stated on the invoice and exclude taxes, freight, and insurance. You are liable for any taxes, freight and insurance that may pop up during the shipment process.

You, the buyer, agree to provide current, complete, and accurate purchase and account information for all purchases made through Zymosense Inc. You also agree to update your account and payment information including email address, payment method, and payment card expiration date, so that we can complete your transaction and contact you as needed. We reserve the right to change prices at any time, and all payments shall be made or converted into US dollars.

You agree to pay all charges on the purchase order/invoice and any applicable shipping fees, and you authorize us to charge your chosen payment method for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through our website or other means of communication. We may, at our sole discretion, limit or cancel quantities purchased per person, per household, per business, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement appear to be placed by dealers, resellers, or distributors.

Changes

Zymosense may at any time make changes in the specifications, samples, qualities, prices, terms, conditions, requirements or descriptions for which the goods and/or services are to follow. If any change causes an increase or decrease in the cost of goods or the time required to produce/perform the goods or services purchased, then Zymosense and the buyer will discuss in good faith if a written modification should be made to the invoice or purchase agreement to adjust either the price or delivery schedule, or both.

Cancellations

Purchase orders are considered a firm offer once they have been accepted by Zymosense and cannot be revoked or cancelled at any time by the buyer. We reserve the right to reschedule any delivery or cancel any purchase order issued at any time and we will not be subjected to any charges or other fees as a result of this cancellation including shipping. If you wish to cancel your order you must get explicit written consent from Zymosense by contacting info@zymosense.com and having the subject heading as: Purchase Order Cancellation Request.

7. Shipment and Delivery

All products will be packaged in accordance with our standard shipment packaging and labeled as per our applicable specifications or by using reasonable commercial practices, and they will be shipped via a carrier of our choice. Depending on lead times, availability, and mutual agreements between Zymosense and the buyer, products may be shipped in installments. Each installment will be invoiced separately and considered as a distinct purchase unless otherwise agreed upon between both parties. The buyer is responsible for clearing imported products at the point of import and for paying all the relevant duties. Delivery terms may be specified in a quotation but are subject to change. Once shipped, the buyer will be sent a confirmation e-mail and, if applicable, a tracking number for said purchase.

While we will make every reasonable effort to deliver products by the estimated time stated on the order confirmation, these dates are an approximate estimate and are not guaranteed. They do not form a binding term or condition of agreement between Zymosense and you. We do not bear any liability for failing to meet these estimated delivery dates, and such failure does not entitle you to refuse or cancel a purchase order. If the quantity of products received is less than specified in the purchase order, you must promptly notify us of the discrepancy, and we will arrange delivery of the missing quantity. If you receive a higher quantity than you ordered, please either return the excess to us or inform us of your intention to retain it. You will be charged for the total quantity of products accepted by you.

8. Inspection and Acceptance

You are responsible for inspecting all deliveries received from us and checking for any damage upon products' receipt. You should only accept the package after the carrier notes the damage caused during transport on both their copy and your copy of the delivery receipt. You also should inspect the package for any concealed shipping damage, defects, or shortages and notify us of any of these issues at info@zymosense.com. If you do not notify us within a five-day period from the date of delivery (or non-receipt for goods in the case of a non-delivery) of defects or shortages discovered reasonably during inspection then you waive any right to make a claim relating to defective or missing goods, without limitation, under the warranty described here.

Products are considered accepted effectively five business days after the delivery confirmation date. Product returns will not be accepted without the prior written approval of at least one of Zymosense's co-founders. Claims must be received within five business days of the product's delivery dates receipt. Products must be returned in their original condition for a potential refund to your account. Zymosense may deny a refund if the product returned is less than the quantity specified on the purchase order, or no longer in its original state.

9. Prohibited Activities

You are not permitted to use our content or services for any purpose other than that of which we make them available. Our content may not be used in connection with any commercial endeavors except those that are specifically approved by Zymosense Inc.

As a user of our website and services, you agree not to:

- Retrieve data or other content from our website to create or compile a collection, compilation, database or directory without our written permission
- Mislead, trick, or defraud us or other users to learn sensitive account information such as user passwords or payment methods.
- Interfere with security-related features of the website, including features that prevent or restrict the use of any content or limit the use of the services
- Tarnish, or otherwise harm, in our opinion, us and/or our content
- Use any information you obtained from our content in order to harass, abuse, or harm another person
- Use our services improperly or submit false reports of abuse, misconduct, or missing products.
- Use our services and content in a manner that is inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the services.
- Upload, transmit, or attempt to upload or transmit viruses, Trojan horses, or other material, including excessive use of capital letters and continuous posting of repetitive text (continuous), that interferes with any party's uninterrupted use of our content or modifies,

impairs, disrupts, interferes with the use, features, functions, operations, or maintenance of our website.

- Use automated systems like scripts to send comments, messages, or using any data mining, robots, or other data gathering methods and extraction tools.
- Delete our copyright, legal agreement, or any other proprietary rights notice from our website.
- Interfere with, disrupt, or create an undue burden on the services or the networks or services connected to the services.
- Harass, annoy, intimidate, or threaten any of our employees engaged in providing any portion of the service to you.
- Attempt to bypass any measures of the services designed to prevent or restrict access to the services, or any portion of the services.
- Copy or adapt the services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the services, or use or launch any unauthorized script or other software.
- Use a buying or purchasing agent to make purchases on our website.
- Make any unauthorized use of the services, including collecting usernames and/or email e-mails or of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use our services as part of any effort to compete with use or use our content for any revenue-generating endeavor or commercial enterprise.

10. User Generated Contributions

We do not allow users to submit or post content outside of our pre-made submission forms onto our website. You may be provided with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the website, including but not limited to text, video, audio, photographs, graphics, comments, suggestions, or personal information or other material ("**contributions**"). Contributions may be viewable by other users of and through third-party websites. Any contributions you transmit on our website may be treated in accordance with our privacy policy. When you create or share any contribution you are representing and warrant that:

- Creation, distribution, public display, or performance, and accessing, downloading, or copying of your contributions does not and will not infringe on any proprietary rights, including to but not limited to copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner or have the right and necessary licenses, consents, releases and permissions to use and to authorize us and other users of our services to use your contributions in any manner contemplated by the services and these terms.
- You have the written consent, release and/or permission for all identifiable individual persons in your contribution to use the contribution and enable inclusion of each contributor in any manner contemplated by our services and terms.
- Contributions you share are not false, inaccurate, or misleading.

- Your contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, or any other form of solicitation.
- Your contributions are not obscene, lewd, violent, harassing, slanderous, or otherwise objectionable (as determined by us).
- Your contributions do not mock, ridicule, intimidate, or abuse anyone.
- Your contributions are not used to harass or threaten any other person or promote violence against a specific person or class of people.
- Your contributions do not violate any applicable rule, regulation or law.
- Your contributions do not violate the privacy or publicity rights of any third party.
- Your contributions do not violate or link to material that violates any provision of these legal terms, or any applicable law or regulation.

Any use of our services in violation of the foregoing violates our terms and conditions and may result in, among other things, termination or suspension of your rights to use the services.

11. Contribution License

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the privacy policy and your choices (including settings).

By submitting suggestions or other feedback regarding our services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your contributions. You retain full ownership of your contributions and any intellectual property rights, or other proprietary rights associated with your contributions. We are not liable for any statements or representations of your contributions provided by you in any area on our website. You are solely responsible for your contribution, and you expressly agree to exonerate us from all responsibility and to refrain from any legal action against us regarding your contributions.

12. Services Management

We reserve the right, but are not obligated to: (1) monitor our website and content for violations of these terms; (2) take appropriate legal action against anyone who violates the law or these terms at our sole discretion; (3) without limitation at our sole discretion we may, refuse, restrict access to, limit the ability of, or disable any of your contributions or any portion thereof; (4) without limitation, notice or liability, we may remove our services or otherwise disable all files and content that are excessive in size or burdensome in any way to our website; and (5) otherwise manage the services in a manner designed to protect our rights and property and to facilitate proper function of our content.

13. Privacy Policy

We care about data privacy and security. Please review our privacy policy: _____. By using our services, you agree to abide by our privacy policy, which is an integral part of these terms and conditions. Our services are hosted in the United States. If you access Zymosense.com from a region outside of the United States with laws or requirements governing personal data collection, use, or disclosure that differ from the U.S. laws, by continuing to use our services, you are consenting to the transfer of your data to the U.S. and its processing there.

14. Terms and Termination

These terms and conditions will remain in effect for as long as you use the services. We reserve the right, without notice or liability, to deny access to and use of the services (including blocking certain IP addresses) to any individual for any reason or no reason, at our sole discretion. This includes instances where there is a breach of any representation, warranty, or covenant outlined in these terms, or any applicable law or regulation. We may terminate your use of the services, delete your account, and remove any content or information posted by you, at any time and without warning, at our sole discretion.

If your account is terminated or suspended, you are prohibited from registering or creating a new account under your name, a fictitious name, or the name of any third party, even if you are acting on behalf of that third party. In addition to account termination or suspension, Zymosense reserves the right to pursue appropriate legal action, including civil, criminal, and injunctive remedies.

15. Modifications and Interruptions

Zymosense reserves the right to change, modify, or remove the content of our services at any time and for any reason at our sole discretion, without prior notice. However, we are not obligated to update any information on our services. We shall not be liable to you or any third party for any modifications, price changes, suspensions, or discontinuances of the services.

We cannot guarantee uninterrupted availability of our services. We may encounter hardware, software, or other issues, or need to perform maintenance, which may result in interruptions, delays, or errors in the services. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the services at any time and for any reason without notice to you. You agree that Zymosense Inc. shall not be liable for any loss, damage, or inconvenience caused by your inability to access or use our services during any downtime or discontinuance of the service. Nothing in these terms and conditions shall obligate us to maintain or support the services or to provide any corrections, updates, or releases related to them.

16. Governing Law

These legally binding terms and conditions, along with your use of our services, are governed by and constructed in accordance with the laws of the state of Iowa. These laws apply to agreements made and fully performed within the state of Iowa, without regard to its conflict of law principles.

17. Dispute Resolution

Informal Negotiations

To facilitate prompt resolution and manage the costs of any disputes, controversies, or claims arising from this agreement, both parties—the buyer and the seller—agree to first attempt informal negotiations for at least thirty (30) days before initiating arbitration, except for disputes specifically exempted below. These informal negotiations begin upon one party providing written notice to the other party/parties.

Binding Arbitration

If the parties are unable to resolve a dispute through informal negotiations, the dispute (except those disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. You understand that without this provision, you would have the right to sue in a court and have a jury trial. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Story, Iowa. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Story County, Iowa, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non convenient with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose. If this provision is

found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The parties agree that any arbitration will be limited to resolving disputes between them individually. To the maximum extent permitted by law, (a) no arbitration is to be consolidated with any other proceeding, (b) there is no entitlement for any dispute to be arbitrated on class-action basis or to employ class action procedures, and (c) there is no authority for any dispute to be brought in a representative capacity on behalf of the general public or any other individual or entity.

Exceptions to Informal Negotiations and Arbitration

The parties agree that the following disputes are excluded from the provisions concerning informal negotiations and binding arbitration: (a) disputes seeking to enforce or protect, or concerning the validity of any party's intellectual property rights; (b) disputes related to allegations of theft, privacy, or unauthorized use; and (c) claims for injunctive relief. If this provision is deemed illegal or unenforceable, neither party will opt to arbitrate any dispute falling within that portion of the provisions and such disputes shall be resolved by a court of competent jurisdiction as outlined for the jurisdiction above. The parties agree to submit to the personal jurisdiction of that court.

18. Corrections

Information on our website may contain typographical errors, inaccuracies, or omissions, including product descriptions, pricing, availability, and other types of information. We reserve the right to correct any errors, omissions, or inaccuracies, and to change or update the information on the website at any time without prior notice.

19. Disclaimer

Our products and services are provided on an as-is and as-available basis. You agree that your use of the services we provide will be at your sole risk. To the fullest extent permitted by law, Zymosense disclaims all warranties, expressed or implied, in connection with the services and your use thereof, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the services' content or the content of any websites or mobile applications linked to our services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (3) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from

our website, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by any third party and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind as a result of the use of any content posted, transmitted, or otherwise made available via our website. Zymosense does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any way, you should use your best judgement and exercise caution where appropriate.

20. Limitations of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will be limited to the amount paid, if any, by you to us during the six month period prior to any cause of action arising. Certain US states laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

21. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys fees and expenses, made by any third party due to or arising out of: (1) use of the services; (2) breach of these legal terms; (3) any breach of your representations and warranties set forth in these terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any harmful act toward any other user of our website with whom you connected via our services. We reserve 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 at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

22. User Data

Certain data will be maintained that you transmit to our website for the purpose of managing the performance of our website, as well as data relating of your use of our goods and services.

While we conduct regular data backups, you are solely responsible for all the data you transmit related to any activity on our website. You agree that we shall bear no liability to you for any loss or corruption of such data, and you waive any right to take legal action against use arising from such a loss or corruption.

23. Electronic Communications, Transactions, and Signatures

Visiting Zymosense.com, sending us emails, and completing online forms constitute as electronic communications. You are consenting to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the website, satisfy any legal requirement that such communication be in writing. You agree to the use of electronic signatures, contracts, orders, and other records, and to the electronic delivery of notices, policies, and records of transactions initiated or completed by us or our website. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic.

24. International Users

Acceptance of terms:

By accessing or using our services from outside of the United States, you acknowledge and agree that you are subject to these terms and conditions, as well as any additional terms and conditions specific to your jurisdiction. Our service is controlled, operated and administered from our company within the United States. If you access our website, services and/or products outside of the United States, you are responsible for the compliance with all local laws. Our services are available to international users who are legally permitted to use them in their respective jurisdictions or country. By accessing Zymosense's services outside of the United States, you represent and warrant that you comply with the laws of your own country or jurisdiction. We do not guarantee that our services comply with the laws of all countries and jurisdictions, making you responsible for ensuring that your use of our services complies with all applicable laws, regulations, and ordinances in your own country or jurisdiction.

Privacy:

International users' personal information may be transferred to and processed in countries other than their own. By using our services, international users consent to the transfer, processing and storage of their personal information in accordance with our privacy policy and applicable laws.

Limitation of Liability:

To the fullest extent permitted by law, Zymosense is not liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with international users' use of our services, whether based on warranty, contract, tort (including negligence), or any other legal theory.

Indemnification:

International users agree to indemnify and hold harmless our company, its affiliates, employees, licensors and partners from any and all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising out of or in connection with their use of our service.

Governing Law:

These terms and conditions are governed by and construed in accordance with the laws of the United States, without regard to its conflict of laws principles. Any dispute arising out of or in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts of the United States.

Language:

In the event of any discrepancy between the English version of these terms and conditions and any translated version, the English version shall prevail.

25. Miscellaneous

These terms and conditions, along with any policies or operating rules posted by Zymosense on our website or pertaining to our services, constitute the entire agreement and understanding between you and us. Our failure to enforce any right or provision of these legally binding terms shall not be deemed a waiver of such right or provision. These terms operate to the fullest extent permitted by law. Zymosense reserves the right to assign any or all of its rights and obligations to others at any time. We are not liable for any loss, damage, delay, or failure to perform caused by factors beyond our reasonable control. If any provision or part of a provision of these terms is deemed unlawful, void, or unenforceable, that provision or part shall be deemed severable from these terms and shall not affect the validity or enforceability of the remaining provisions.

These terms do not create a joint venture, partnership, employment, or agency relationship between you and us as a result of your use of our services. You agree that these terms will not be construed against us solely because we drafted them. By using our services, you waive any defenses based on the electronic form of these terms and the absence of physical signatures by the parties to execute these terms.

26. Contact Us

In order to resolve a complaint regarding the services or to receive further information regarding the use of the services; Zymosense welcomes your questions or comments regarding these terms, please contact us at:

Zymosense Inc.

2233 McKinley Ct

Ames, IA 50010

United States

info@zymosense.com

Effective as of June 18, 2024