

SAPERE BIO TERMS OF SERVICE

Welcome to the Sapere Bio, Inc., website at www.SapereX.com (or successor URLs) (collectively, the “Site”). The following Terms of Service for the Site is a legal contract between you, either an individual visitor or user who is the age of majority in your jurisdiction, and Sapere Bio regarding your use of the Site. Visitors and users of the Site are referred to individually as “User” and collectively as “Users”.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY ACCESSING, BROWSING, OR USING THE SITE, OR BY USING THE SERVICE (AS DEFINED BELOW) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE “**TERMS OF SERVICE**”). IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF SERVICE, DO NOT USE THE SERVICE

1. Acceptance of Terms of Service. These Terms of Service (“Terms”) govern your (“you”, “customer” or “User”) access to and use of our line of cellular senescence and immune longevity tests, website, data analysis, and collection and analysis of blood (collectively, the “Service”) provided by Sapere Bio, Inc. (“Sapere Bio”, “we”, or “us”).

These Terms do not alter in any way the terms or conditions of any prior written agreements you may have with Sapere Bio separately, if any, on other matters.

By using the Service, accessing any content made available through our websites and the Service, or clicking to accept or agree to these Terms, where this option is made available for any Services, you agree to be bound by these Terms. If you do not agree to these Terms, please immediately discontinue use of the Service. Your access to and use of the Service, and any Authorized Accounts you establish in connection with the Service, are conditioned on your compliance with these Terms.

If Sapere Bio, in its sole discretion, determines that you have failed to comply with any of these Terms, it shall have the right to terminate your access to and use of the Service or any component of it and any associated Authorized Account(s) therewith immediately and without further notice.

2. Eligibility. THE SITE IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF MAJORITY IN THEIR JURISDICTION OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SITE BY SAPERE BIO. By using the Site, you represent that you are at least the age of majority in your jurisdiction and have not been previously suspended or removed from the Site by Sapere Bio.

3. Order of Precedence. Some features of Sapere Bio’s Service may be provided under additional or separate legal agreements between Sapere Bio and you. If that is the case, when you first participate in or use such features, you will be provided with an opportunity to review and agree to the terms that govern such Service features. We may also require your affirmative acceptance of any informed consent forms (“Consent Forms”) applicable to such Service features. If there is a conflict between these Terms and legal terms applicable to a particular Service feature, the terms in such agreements and Consent Forms will take precedence over these Terms with respect only to those specific Service features.

The Sapere Bio Privacy Policy and Sapere Bio Return, Cancellation, & Refund Policy are incorporated herein by reference. In case of conflict between the Privacy Policy and these Terms of Service, or between the Return, Cancellation, & Refund Policy and these Terms of Service, these Terms of Service shall control.

4. Service. Sapere Bio Service includes a tool to measure markers of cellular senescence and immune longevity. It is available to clinicians to help determine the impact of diverse health practices on cellular senescence and immune system aging.

5. Availability. Currently, Sapere Bio Service is not available directly to consumers. It is only available to clinicians.

6. Privacy Policy. Privacy is important to Sapere Bio. Sapere Bio's Privacy Policy is hereby incorporated into these Terms of Service by reference. Please read this notice carefully for information relating to Sapere Bio's collection, use, and disclosure of personal information.

7. Instructions. Users with an Authorized Account may order a test as part of the Sapere Bio Service. To create an Authorized Account, please contact Sapere Bio using the contact information at saperex.com to initiate the process. Users with an Authorized Account can request one or more blood tests. Users with an Authorized Account that order a test will receive testing supplies from Sapere Bio. Testing supplies will contain instructions for collecting a blood sample and instructions on how to submit that blood sample to Sapere Bio for testing. Authorized Account holders are required to carefully read and follow the instructions before ordering testing. Failure to follow the accompanying instructions exactly may lead to Sample rejection.

8. Sample Submission. To maintain quality standards set forth at Sapere Bio, only supplies provided by Sapere Bio should be used. Sample collection tubes are labeled with an expiration date. While tubes can be used up to the expiration date, please contact support at saperbio.com if using supplies six (6) months after the purchase date. If an Authorized Account holder possesses testing supplies that have not been used to submit Samples to Sapere Bio within the six (6) months period, and has not contacted Sapere Bio as specified in the Sapere Bio Return & Refund Policy, samples derived from those testing supplies will not be processed by Sapere Bio.

9. Shipping Carriers. Sapere Bio uses third party carriers to ship testing supplies to you, and for you to ship Samples back to Sapere Bio.

10. Research. Research is an important aspect of the Service. By using the Service and acceptance of these Terms (including our Privacy Policy), you grant us the consent to use the information and data gathered during testing for the purpose of providing an improved Service and for research and development purposes ("Research"). In using information and data gathered during testing for Research, we use de-identified data (stripped of personal details such as name, contact information, and other identifiers) and use techniques like aggregation with information of others so that individuals cannot reasonably be identified by examining the de-identified or aggregated data.

Certain Research activities may also entail Sapere Bio participating in clinical studies and research activities that may involve the use of de-identified data ("Research Studies"). Research Studies may also publish results in peer-reviewed scientific publications, develop scientific know how, and generate intellectual property assets which may also include commercialization

activities, and develop technology that improves healthcare for all. Typically, Research Studies that arise out of clinical studies will have separate signed consent forms that are collected during patient enrollment. In the rare atypical cases, where no patients are enrolled, consent to Research Studies is expressed by acceptance of these Terms.

By agreeing to these Terms, you agree that testing for Research Studies does not entail any compensation (current or future) in any way or form (cash, equity, or other), either to the Authorized Account holder using the Services, or to the patients whose information the Authorized Account holder submits to Sapere Bio for testing as part of the Research Studies.

11. Modification of these Terms. Sapere Bio reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms of Service at any time. Please check these Terms of Service periodically for changes. Your continued use of the Site after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms of Service, such amended terms will automatically be effective thirty (30) days after they are initially posted on the Site.

12. Ownership; Proprietary Rights. The Site is owned and operated by Sapere Bio. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), abstracts, articles, videos, press releases, news releases, and all other elements of the Site provided by Sapere Bio (the “Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on the Site are the property of Sapere Bio or its affiliates and/or third-party licensors. Sapere Bio hereby grants you a nontransferable, nonexclusive license to use the information and other Materials contained on the Site solely for your own personal non-commercial use and information. You may download and/or print a single copy of any of the Materials contained herein for your personal use; however, you shall not otherwise reproduce, display, publish, distribute, sell, license, modify, publicly perform, transmit, publish, edit, adapt, create derivative works from, or incorporate the Materials into other documents, websites, or publications or otherwise make unauthorized use of the Materials. Sapere Bio reserves the right to modify, in part or in whole, or temporarily or permanently discontinue or remove any Materials from the Site, at any time without notice to you, and without liability to you. All trademarks, logos, and service marks displayed on the Site, whether registered or unregistered, are owned exclusively by Sapere Bio or its affiliates and/or other third parties. Nothing contained in these Terms of Service, nor your use of the Materials, shall be construed as granting you any license or right in or to any trademark, logo, or service mark. Sapere Bio reserves all rights not expressly granted in these Terms of Service.

13. Medical Disclaimer. BY USING THE SITE, YOU ACKNOWLEDGE THAT SAPERE BIO IS PROVIDING THE MATERIALS FOR INFORMATIONAL PURPOSES ONLY AND THAT THE MATERIALS ARE NOT PROVIDED TO YOU FOR THE PURPOSE OF GIVING YOU MEDICAL ADVICE OR INSTRUCTION ON THE APPROPRIATE USE OF PRODUCTS OR SERVICES PRODUCED OR SUPPLIED BY SAPERE BIO, ITS AFFILIATES, OR ITS PARTNERS, LICENSORS, OR SUPPLIERS. YOU SHOULD NOT RELY ON THE MATERIALS IN THE SITE IN DECIDING ON A TREATMENT PLAN OR IN EVALUATING ANY OTHER MEDICAL ADVICE REGARDING ANY DISEASE OR MEDICAL CONDITION, AND SAPERE BIO, ITS AFFILIATES, AND ITS PARTNERS, LICENSORS AND SUPPLIERS STRONGLY URGE THAT YOU CONSULT WITH A PHYSICIAN IN CONNECTION WITH ANY AND ALL TREATMENT OPTIONS THAT MAY BE AVAILABLE TO YOU. THE PRODUCTS DESCRIBED ON THIS

SITE ARE SUBJECT TO FEDERAL LAW GOVERNING THE USE AND SALE OF SUCH PRODUCTS, AND ARE NOT APPROVED FOR SALE OR CLINICAL USE IN THE UNITED STATES. NOTHING IN THIS SITE IS INTENDED TO CONSTITUTE A CLAIM OR INDICATION FOR CLINICAL USES OF THE PRODUCTS DESCRIBED. THE CLINICAL INDICATIONS AND RECOMMENDED USES OF THE PRODUCTS DESCRIBED ON THIS SITE ARE LIMITED SOLELY AND EXCLUSIVELY TO THOSE EXPRESSLY STATED IN THE INDICATIONS FOR USE FOR SUCH PRODUCTS AS APPROVED BY FEDERAL REGULATORY AUTHORITIES.

14. Prohibited Conduct.

BY USING THE SITE YOU AGREE NOT TO:

- 14.1 Use the Site for any purposes other than to access information offered by Sapere Bio;
- 14.2 Rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer the licenses granted herein or any Materials;
- 14.3 Impersonate any person or entity, falsely claim an affiliation with any person or entity, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Site, or perform any other similar fraudulent act;
- 14.4 delete the copyright or other proprietary rights on the Site;
- 14.4 Use the Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- 14.5 Remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Site, features that prevent or restrict use or copying of any content accessible through the Site, or features that enforce limitations on the use of the Site;
- 14.6 Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or
- 14.7 Intentionally interfere with or damage operation of the Site or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

15. Third-Party Sites, Products and Services, Links. The Site may include links or references to other external websites or services solely as a convenience to Users ("Reference Sites"). Links on Reference Sites may lead to resources located on servers maintained by third parties over whom Sapere Bio has no control. Sapere Bio does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

16. Payment. When purchasing any Service offered by Sapere Bio, you authorize us to charge your Payment Method for all fees applicable to your purchase of Service. You must provide a valid Payment Method when you order Sapere Bio Services. You represent and warrant that you are authorized to use such Payment Method, and you agree to pay all fees and charges incurred using that Payment Method by your Authorized Account. You agree and authorize us to provide your Payment Method information to our designated third-party service provider(s) including payment processors for their use in charging you for the Services ordered by you. You agree to immediately notify Sapere Bio of any changes to your information, including your billing address or the Payment Method used for payments.

All fees and charges for Services are exclusive of sales tax and other applicable taxes, and you are responsible for payment of any and all applicable taxes (other than taxes on Sapere Bio income). Sales Tax as used herein shall mean any sales or use tax, functional equivalent of a sales tax, or other tax measured by sales proceeds that Sapere Bio is permitted to pass on to its customers. Some states may charge Sales Tax on Services. To the extent such a Sales Tax is applicable to Sapere Bio Services, you are responsible for payment of that Sales Tax.

We reserve the right to accept or reject orders for Service for any reason. Price and availability of Services are subject to change without notice.

YOU AGREE THAT ANY PAYMENT SUBMITTED BY YOU TO SAPERE BIO FOR SERVICES IS SUBMITTED ON BEHALF OF YOURSELF, WITHOUT EXPECTATION OF ANY REIMBURSEMENT BY THIRD-PARTY PAYERS. SAPERE BIO DOES NOT UNDERTAKE TO SUBMIT ANY INFORMATION PROVIDED BY YOU FOR REIMBURSEMENT OR PAYMENT FROM PRIVATE INSURANCE CARRIERS, MEDICARE, MEDICAID, OR ANY OTHER THIRD-PARTY PAYERS.

17. Statements and Claims. ANY STATEMENTS OR CLAIMS THAT APPEAR ON THE SAPERE BIO WEBSITE, TESTING SUPPLIES, OR IN DOCUMENTATION RELEVANT TO THE TESTING SUPPLIES, OR OTHER SERVICES HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION. SAPERE BIO SERVICE IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE.

18. Breach. You represent and agree that you are solely responsible, and Sapere Bio has no responsibility to you or to any third party, for any breach of your obligations under these Terms including the Privacy Policy and other terms you have agreed to.

You are held solely liable for the consequences (including any loss or damage which Sapere Bio and third parties may suffer) due to your breach or violation of these Terms. In case of violation of any one or more of these terms, representations, conditions, and policies, or Sapere Bio has a reasonable ground to suspect that you have violated these Terms, you understand and agree that Sapere Bio has the right to suspend or terminate your Authorized Account, refuse any and all current or future access to and use of the Services, and seek injunctive relief, monetary damages, and other remedies available in law and equity. In addition, Sapere Bio is entitled to, and you agree to defend and indemnify Sapere Bio and its affiliates against any claims, costs, damages, or liabilities (including, but not limited to, reasonable attorney's fees and court costs Sapere Bio may incur) arising out of or resulting in your breach, violation, or actions as specified above.

19. Delay. Certain conditions and circumstances associated with the business operations of the Service may result in unexpected delays in shipping testing supplies and Services. Sapere Bio may or may not provide you with specific notices applicable to these delays. While Sapere Bio endeavors to take commercially reasonable steps to minimize such delays, Sapere Bio shall not be liable to you or to any third party for any such delays associated with the Services.

Sometimes, Sapere Bio may not be able to process a Sample as submitted. This may result in unexpected delays in processing a Sample or sample rejection. On such occasions, Sapere Bio will notify you of the Sample Failure and the details applicable to processing a new Sample in

place of the failed Sample. Sapere Bio shall not be liable to you or to any third party for any such Sample Failures other than the remedies described in the **Sapere Bio Return & Refund Policy**.

20. Testing and Analysis. As part of the Service, you agree that Sapere Bio may do testing of the Samples that you submit to us at our CLIA (Clinical Laboratory Improvement Amendments) certified laboratory. Samples will be tested for markers of cellular senescence and immune system health. You agree that Sapere Bio may analyze the results of that testing and you will receive the results of that analysis, including, but not limited to, the calculation of an Immune Longevity Score. You may use the results of Sapere Bio's analysis as you deem clinically appropriate. Under no circumstances will Sapere Bio be liable to you, your patients, or third parties for how you choose to use the results of Sapere Bio's analysis.

Samples are processed by Sapere Bio in an irreversible manner, and they cannot be returned to you once submitted for testing and analysis by Sapere Bio. Data from Samples will be saved on Sapere Bio's secure servers with industry standard privacy and security safeguards. In most cases, Samples will be consumed by the testing process. In some cases, some Sample may remain following testing. Sapere Bio will dispose of that remainder during the normal course of laboratory operations. In no case, will Sapere Bio return Samples to the Authorized Account holder that ordered the test, or to the patient from whom the Sample was taken. Sapere Bio plans to retain test data for at least ten (10) years, but may, in its sole discretion, retain such Samples and data for a longer period of time.

21. Ownership of Data and Samples. By submitting Samples to Sapere Bio, you agree to, and hereby transfer, and assign to Sapere Bio and its assigns and successors all right, title, and interest in and to the Samples, analysis, Test Results, Sample Data, Test Data, and other data derived therefrom.

If laws in certain jurisdictions limit such transfer and assignment, you agree to grant Sapere Bio an exclusive, worldwide, irrevocable, royalty-free, sublicensable, and perpetual license to use the aforesaid data. You understand and agree that Sapere Bio may use Samples and any data related thereto or derived therefrom, in accordance with the terms of our Privacy Policy for improving our data analysis methods, for internal use, Research, and Research Studies. Please read the Privacy Policy for further information on use of Samples and other data for these purposes.

22. Waiver of Rights. You understand that you will not receive and you agree to waive any compensation (by way or cash, equity, use rights, or other current or future financial benefit or reward) from Sapere Bio as a result of having submitted a Sample or any data related thereto or derived therefrom analyzed, processed, made the subject of Research, Research Studies, including with third party collaborators. You understand that by providing any Sample or having a provided Sample processed, you acquire no rights in or titles to any Research, Research Studies, or commercial products that may be developed by Sapere Bio or its collaborating partners. You specifically understand that you will not receive compensation for any commercial products that use, include, or result from Samples or any other information you provide to Sapere Bio as part of Research, or Research Studies, and you agree to waive any and all rights or claims to them.

23. Termination. These Terms will continue to be effective until terminated by either you or Sapere Bio as set out in this section.

You may terminate your legal agreement with Sapere Bio by notifying Sapere Bio at any time in writing, along with a request to close your Authorized Account for the Services. Your notice should be sent, in writing, by email, addressed to support@sapere-bio.com with the subject line "Account Termination". Upon receipt of a written notice to terminate, Sapere Bio will close your Authorized Account and notify you that your Account has been closed by return email. Any Services ordered by you but not completed by Sapere Bio prior to termination will be handled in accordance with Sapere Bio Return & Refund Policy. Sapere Bio may at any time, terminate its legal agreement and Authorized Account with you if: (i) you have breached any of these Terms; (ii) Sapere Bio is required to do so by law; (iii) Sapere Bio is no longer providing the Services to users in your location; or (iv) if Sapere Bio determines that provision of Services to you is no longer commercially viable.

You acknowledge and agree that Sapere Bio shall not be liable to you or any third party for its termination of this agreement, your Authorized Account, or access to the Services.

Termination shall not affect the rights and obligations of the parties accrued prior to the effective date of termination.

24. Returns, Cancellations, and Refunds. Returns, cancellations, and refunds are handled in accordance with Sapere Bio Return & Refund Policy, which is incorporated herein by reference, and is separately available on the SapereX and Sapere Bio websites (www.saperebio.com; www.saperebio.com).

25. Limitation of Liability. IN NO EVENT SHALL SAPERE BIO OR ANY OF ITS CORPORATE AFFILIATES, SUCCESSORS, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS OR CONSULTANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO ANY USE OF THE SERVICE OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES, LOSS, OR INJURY CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM SAPERE BIO, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR OTHER RECORDS, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, PUBLIC HEALTH CRISIS, PANDEMIC, LOCKDOWNS, EMERGENCY LAWS, WAR, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SAPERE BIO'S SERVICE OR SAPERE BIO'S RECORDS. TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF SAPERE BIO, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SERVICE, SHALL NOT EXCEED THE SUM OF THE FEES YOU PAID TO SAPERE BIO FOR SERVICES.

26. Indemnification. You agree to indemnify, save, and hold Sapere Bio, its affiliates, contractors, employees, agents and its partners, licensors, and suppliers harmless from any

claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Site, Services, or the Materials, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. Sapere Bio reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Sapere Bio, and you agree to cooperate with Sapere Bio's defense of these claims. Sapere Bio will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

27. Disclaimers; No Warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SAPERE BIO AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAPERE BIO OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 27 THE TERM SAPERE BIO INCLUDES SAPERE BIO'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, AND SUBCONTRACTORS.

28. Notice. Sapere Bio notices to you may be made via email or regular mail, which you may specify when you qualify for and activate an Authorized Account. Sapere Bio may also provide notices of changes to these Terms by displaying them on this Site or through the Service. Any notices that you provide to us without compliance with this section on notices shall have no legal effect. Unless otherwise specifically provided for, any official notices to Sapere Bio related to these Terms must be sent to: support@sapere-bio.com

29. Applicable Law. These Terms and the resolution of any dispute related to these Terms, or the Services provided under these Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, without giving effect to that state's principles of conflicts of laws. The Federal and State courts of the State of North Carolina shall have exclusive jurisdiction over all claims.

30. Non-Assignment, Waiver, No Relationship, Severability. Neither party may assign this Agreement without the written consent of the other and any attempt to do so shall be void; provided however that Sapere Bio may assign this Agreement as part of a merger or acquisition of substantially or all of its assets or stock.

No waiver shall be binding unless executed in writing by the party making the waiver. No waiver of any term, provision, or condition of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof.

You agree that no joint venture, partnership, employment, or agency relationship is created by these Terms between you and Sapere Bio.

If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

31. Force Majeure. If the performance of any part of these Terms by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, earthquake, riot, fire, pandemic, public health crisis, war, judicial or governmental action, emergency, natural disaster, act of terrorism, labor dispute, act of God, or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

32. Entire Agreement. These Terms, together with the Sapere Bio Return & Refund Policy and the Privacy Policy, constitute the complete and exclusive terms of the agreement between the parties with respect to the use of the Service, this Site, and any acts or omissions of Sapere Bio, and supersedes any and all prior or contemporaneous communications, representations, statements, and understandings, whether oral or written, between the parties with respect to the subject matter thereof.

33. Section Titles. Section titles in these Terms are for convenience only and have no contractual effect.

Effective Date, Date Last Modified:

This Terms of Use document is effective as of March 3, 2025.

This Terms of Use document was last modified of March 26, 2025.

Sapere Bio Contact Information:

Please contact Sapere Bio with any questions or comments about this Terms and Conditions document at: contactus@sapere-bio.com.