

WEBSITE TERMS OF USE

Last Updated: December 9, 2022

Welcome to www.fulgent.com (the "Website"). These Website Terms of Use (the "Terms") are between you and Fulgent Genetics, Inc. ("Company" or "we" or "us") concerning your use of and access to the Company's Website. By accessing or using the Website, you agree to be bound by these Terms, so please read these Terms carefully before using the site.

Our goal is to make your website visitor and ordering experience is simple and transparent. Because we offer diverse products and services, different terms may apply, depending on the type of product or service you are ordering. These Terms apply only to your use of the Website. For additional terms that relate to our products and services, cookies, HIPAA, and privacy, see "Additional Policies" below.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION AND A CLASS ACTION WAIVER THAT REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

IF YOU ARE AN INDIVIDUAL ACCESSING THIS WEBSITE ON BEHALF OF, OR FOR THE BENEFIT OF AN ORGANIZATION WITH WHICH YOU ARE ASSOCIATED, THEN YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS. BY USING THE WEBSITE, YOU ALSO AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

1. **Scope of Terms.** These terms apply to your use of this Website. We have other websites that may be covered by different terms of use.
2. **Right to Make Changes.** We may change these Terms from time to time for business reasons by notifying you of such changes by any reasonable means, including by posting revised Terms through the Website. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified you of such changes. Your use of the Website following any changes to these Terms will constitute your acceptance of such changes. The "Last Updated" legend above indicates when these Terms were last changed.
3. **Governing Law; Arbitration; Class Action Waiver.** EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND THE COMPANY (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY) WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF A COURT. YOU AND THE COMPANY EACH WAIVE THE

RIGHT TO A JURY TRIAL. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. UNLESS BOTH SIDES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE IN ANY FORM OF CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDINGS.

The Federal Arbitration Act will govern the interpretation and enforcement of this Arbitration Agreement, and the substantive laws of California govern these Terms—without regard to principles of conflicts of law, and regardless of your location.

Prior to initiating the arbitration, the initiating party will give written notice to the other party of its claim, and the parties will have 60 days to negotiate and attempt to resolve the dispute, after which time unresolved claims may proceed to arbitration.

The arbitration will be conducted in Los Angeles County, California before one arbitrator. The parties will share the costs of arbitration equally with respect to JAMS fees; provided that each party will be solely responsible for its own attorneys' fees and costs. Notwithstanding the foregoing, if you are an individual consumer, as [defined](#) by JAMS, then you will have the right to an in-person arbitration hearing in your hometown area, and we will be responsible for 100% costs and fees of the arbitration charged by JAMS (but each party will be solely responsible for its own attorneys' fees and costs).

The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The arbitration shall be subject to streamlined or expedited procedures. The arbitrator, and not any federal or state court, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, arbitrability, enforceability, or formation of these Terms. To the extent that the arbitrator deems reasonable, the arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Arbitration proceedings will be conducted in English and in a manner that preserves confidentiality. The arbitrator's decision will follow the plain meaning of the relevant documents and will be final and binding and may be entered thereafter by any court of competent jurisdiction. The arbitrator shall not be empowered to award punitive damages to any party.

Notwithstanding any of the foregoing, nothing in these Terms will preclude us from seeking any injunctive relief or other provisional remedy in U.S. state or federal courts for protection of its intellectual property rights (including the rights of its licensors), and you agree to exclusive jurisdiction of the state and federal courts located in Los Angeles County, California for such claims; and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

4. **Disclaimers of Warranty.** Your use of this Website is at your own risk. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW—EXCEPT FOR FRAUD, GROSS NEGLIGENCE, OR

WILLFUL MISCONDUCT OF THE COMPANY, OR IN THE EVENT OF A SERIOUS PERSONAL INJURY OR DEATH DUE TO THE COMPANY'S GROSS NEGLIGENCE, (A) THE WEBSITE IS MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AND (B) THE COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, PRODUCTS, AND ANY SERVICES, INCLUDING THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF BOTH THE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, CONSULTANTS, AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

5. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR (IF APPLICABLE IN YOUR JURISDICTION) FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, SERIOUS PERSONAL INJURY, OR DEATH DIRECTLY CAUSED BY THE COMPANY: (A) THE COMPANY WILL NOT BE LIABLE: FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND; UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, OR FOR DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR THE SERVICES, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO THE COMPANY TO USE THE WEBSITE AND \$10.00. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF THE COMPANY, ITS AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. You acknowledge and agree that the limitations set forth above are fundamental elements of this agreement, and the website and services would not be provided to you absent such limitations.
6. **Disclaimers of Contents.** This Website provides information about the Company's products and services. We try to keep this Website up-to-date, but medical knowledge and treatment options change quickly. This Website should not be considered error-free or as the best source of information on a particular topic. We make no warranties or representations as to the accuracy of the content of the Website. Our Website content is provided for

informational purposes only. It should not be used during a medical emergency or for the diagnosis or treatment of any medical condition. We do not provide medical advice, services, diagnosis, treatment, or advice via the Website. Nothing contained on this site is intended to create a patient-healthcare provider relationship between the Company and you. Certain information accessible via this site is intended for healthcare professionals, who must exercise their own clinical judgment at all times. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, OR ANY OTHER INFORMATION, SERVICES, OR PRODUCTS THAT YOU MAY OBTAIN IN CONNECTION WITH OUR WEBSITE.

7. **Information Submitted Through the Website.** Your submission of information through the Website is governed by the Company's Privacy Policy, located at <https://www.fulgentgenetics.com/policies/privacy-policy> (the "Privacy Policy"). You represent and warrant that any information you provide in connection with the Website is and will remain accurate and complete, and that you will maintain and update such information as needed. To the extent that there is any contradiction between the provisions of these Terms and the Privacy Policy regarding personal data, the provisions of the Privacy Policy will prevail.
8. **Jurisdictional Issues.** The Website and our services are hosted and performed (or both) from the United States and are subject to applicable United States laws, rules, and regulations. If you choose to use the Website or our services from regions outside the United States, then by your use of the Website and/or our services, you acknowledge and agree that: (a) you may be transferring your personal information outside of those regions to the United States for genetic analysis, storage, and processing, to the extent as required for Fulgent and its contracts to perform the services; (b) the laws and regulations of the United States shall govern your use of the Website and/or our services and provision of your information (including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the US PATRIOT Act of 2001, each as amended), which laws and regulations may differ from those of your country of residence; and (c) Fulgent may collect, process, use, store, transfer, and disclose your information as set forth in the applicable Informed Consent Form and Privacy Policy, which you should carefully review as you understand and agree to all the applicable ways in which Fulgent handles your information.
9. **Healthcare Providers Acting on Behalf of their Patients.** If you are a healthcare provider accessing this Website in connection with obtaining a patient sample or ordering a test for a patient, you represent and warrant that (a) you are authorized in your jurisdiction to order the Test on behalf of your patient; (b) you have advised your patient of the benefits, risks, capabilities, and limitations of the test(s) and services; (c) you have obtained consent from your patient to share patient health and personal information with Fulgent as required

under applicable privacy laws; (d) you have confirmed that your patient has signed or will sign the applicable Informed Consent Form; and (e) you will notify Fulgent of any changes in patient information and consent status, including changes to consent to store samples.

10. **Product Expiration Dates.** Our Website discusses a variety of products we offer, which are governed by separate terms and conditions. Please note that these products are subject to expiration dates. For example, individual order genetic testing kits and COVID-19 testing kits expire six months from the date of the order. Refunds are not issued for expired kits.
11. **Account Registration; User Names and Passwords.** To register for an account, visit <https://www.fulgentgenetics.com/login.html>. We may reject or require that you change any user name, password, or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential. You and not Company, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Website account.
12. **Feedback.** If you provide to us any ideas, proposals, suggestions, or other materials ("Feedback"), whether related to the Website or otherwise, you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited, and without restriction; and it does not place Company under any fiduciary or other obligation.
13. **Intellectual Property.** As between you and us, we own the Website, which is protected by proprietary rights and laws. Our trade names, trademarks, and service marks include but are not limited to: Fulgent, Fulgent Therapeutics, Fulgent Diagnostics, Fulgent Genetics, Fulgent Oncology, Picture Genetics, and any associated logos. All trade names, trademarks, service marks, and logos on the Website, to the extent not owned by us, are the property of their respective owners. You may not use our trade names, trademarks, service marks, or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Website should be construed as granting any right to use any trade names, trademarks, service marks, or logos without the express prior written consent of the owner.
14. **Third Party Materials; Links.** Certain Website functionality may make available access to information, products, services, and other materials made available by third parties ("Third Party Materials") or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route, and transmit to you the applicable Third Party Materials. We do not control or endorse and are not responsible for any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third Party Materials, or any related intellectual property rights. Certain Third Party Materials may,

among other things, be inaccurate, misleading, or deceptive. Nothing in these Terms will be deemed to be a representation or warranty by the Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website at any time. In addition, the availability of any Third Party Materials through the Website does not imply our endorsement of, or our affiliation with, any provider or owner of such Third Party Materials; nor does such availability create any legal relationship between you, us, and any such provider. YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

15. **Bots and AI Technology:** At times, we may use chatbot technology to help interact with our Website visitors (“the Bot”). We offer the Bot as a convenience to you. The Bot is not a substitute for direct communication with Fulgent, and all of the information available to you through the Bot is also available to you directly through Fulgent. Because the Bot uses artificial intelligence to communicate with you, the Bot may provide inaccurate information in response to your requests. You agree that Fulgent shall not be liable to you or any third party for the Bot providing inaccurate information to you. **Please do not share personal information or PHI via the Bot.** We use a third-party provider in connection with the Bot. You may see our provider’s privacy policy [here](#). YOUR USE OF THE BOT IS AT YOUR OWN RISK AND IS SUBJECT TO THESE TERMS, INCLUDING BINDING ARBITRATION, AND TO ANY ADDITIONAL TERMS, CONDITIONS, AND [POLICIES](#) APPLICABLE TO THE BOT (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDER OF THE BOT).

16. **No Agency or Other Relationship.** These Terms do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and the Company. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction.

17. **Miscellaneous.**

- (a) No waiver by either party of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default.
- (b) Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision.
- (c) These Terms is the entire agreement between you and the Company relating to the subject matter hereof, and in the absence of fraud, they supersede any and all prior or contemporaneous written or oral agreements or understandings between you and the

Company relating to such subject matter.

- (d) You may have entered into other agreements (e.g., business associate agreements and services agreements) with us. To the extent that there is any contradiction between the provisions of these Terms and any written agreement between you and us, that written agreement will control with respect to the subject matter of that document.
- (e) Notices to you (including notices of changes to these Terms) may be made via posting to the Website or by e-mail (including, in each case, via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- (f) Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

18. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify, and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of the Website (including any Submissions made by you); and (b) any violation or alleged violation of these Terms by you.

19. Termination. These Terms shall continue to have full force and effect unless and until terminated by the Company. The Company may terminate, suspend, or restrict any provision of these Terms, our services, and/or Website at any time in its sole discretion and without notice. We may, at any time, due to business reasons and without liability, modify or discontinue all or part of the Website (including access to the Website via any third-party links); charge, modify, or waive any fees required to use the Website; or offer certain opportunities to some or all Website users.

20. Questions or Complaints. If you have a question or complaint regarding the Website, please send an e-mail to info@fulgentgenetics.com. You may also contact us by writing to 4978 Santa Anita Avenue, Temple City, CA, 91780, or by calling us at (626) 350-0537. Please note that e-mail communications will not necessarily be secure. Accordingly, you should not include credit card information, personal information, personal health information, or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.