

## CareDx Remote Monitoring Transplant Care Service Terms of Use

Effective *March 16, 2020*

These Terms of Use (“**Terms**”), governs your access to and use of the CareDx Remote Monitoring Transplant Care Service (“**RemoTraC**”) which is provided by CareDx. (“**CareDx**,” “**we**,” “**our**,” or “**us**”), and any related software or service provided in connection with RemoTraC, including the registration form, and any offering made available by CareDx in connection with RemoTraC.

By accessing or using any aspect of RemoTraC, you hereby agree to these Terms and agree to comply with all applicable laws. Please read the Terms carefully before completing the form. If you do not understand these Terms, please contact us using the information below. If you do not agree to be bound by these Terms, you are not permitted to use RemoTraC. Please review the RemoTraC Privacy Policy, which is incorporated herein by reference and governs our collection and use of your information.

### 1. IMPORTANT NOTICES

- **TERMS CONTAIN IMPORTANT REQUIREMENTS, RESTRICTIONS, CONDITIONS, AND OTHER PROVISIONS THAT AFFECT YOUR RIGHTS. WE ENCOURAGE YOU TO READ THEM CAREFULLY.**
- **THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE DISPUTES THROUGH ARBITRATION ON AN INDIVIDUAL BASIS AND NOT PART OF ANY CLASS OR REPRESENTATIVE ACTION.**
- **REMOTRAC IS NOT AN ATTEMPT TO PRACTICE MEDICINE OR PROVIDE SPECIFIC MEDICAL ADVICE, NOR DOES THE USE OF REMOTRAC CONSTITUTE THE PROVISION OF TREATMENT TO A USER OR ESTABLISH A DOCTOR-PATIENT RELATIONSHIP.**
- **IF YOU BELIEVE YOUR SYMPTOM OR SITUATION IS URGENT OR LIFE-THREATENING, CALL 911 OR YOUR LOCAL EMERGENCY MEDICAL SYSTEM IMMEDIATELY.**

### 2. ELIGIBILITY TO USE REMOTRAC

These Terms apply to all users of RemoTraC (“**User(s)**”). All references to “**User**,” “**you**” or “**your**,” as applicable, mean the person who accesses or uses RemoTraC in any manner, and each of your heirs, assigns, and successors. If you have been authorized to, and are helping another person use RemoTraC, these Terms constitute a legally binding agreement between both the helper and the person being helped and CareDx.

By accessing or using RemoTraC, you represent and warrant that you are at least thirteen (13) years old and able to form legally binding contracts under applicable law. If you are under the age of eighteen (18), please have your parent or guardian read and agree to these Terms. If your parent or legal guardian does not agree to (or cannot comply with) these Terms, you may not use or attempt to use RemoTraC.

### 3. PRIVACY PRACTICES

By using RemoTraC, you agree that we can collect, use, and share your Personal Information and Usage Information as disclosed in our [Privacy Policy](#), which is hereby incorporated by reference into these Terms. We encourage you to review our **Privacy Policy** for information about our privacy practices and how we protect your Personal Information. Please note, however, our Privacy Policy does not explain how we treat your Protected Health Information (“PHI”). If you have any questions regarding CareDx’s use and disclosure of your PHI or the rights you have with respect your PHI, please review our [Notice of Privacy Practices](#). You may contact us with any questions regarding the privacy of your Personal Information or PHI by using the details in the “Contact Us” section below.

### 4. REMOTRAC DOES NOT CONSTITUTE MEDICAL ADVICE

The contents of RemoTrac, including text, graphics, images, links to third-party resources, and other material (“**Content**”), are for informational purposes only. If you rely on any Content, you do so solely at your own risk. We are not responsible for the accuracy, reliability, availability, effectiveness, or correct use of information you receive through RemoTraC. RemoTraC is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

We recommend that you consult with a qualified Health Care Provider with respect to any matter relating to your physical or mental health, especially symptoms that may require diagnosis or medical attention. Only a qualified Health Care Provider can provide you with advice on what is safe and effective for you. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. If you think you may have a medical emergency, call your doctor or 911 immediately. CareDx does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information posted RemoTraC. Reliance on any information provided on RemoTraC, whether posted by CareDx or other users of RemoTraC, is solely at your own risk.

### 5. USE OF SERVICE

You agree to provide accurate, current, and complete information when utilizing RemoTraC, and to update such information to keep it accurate, current, and complete. We reserve the right to suspend or terminate your access to RemoTraC, or if any information provided proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms.

You consent to have personal information collected by CareDx on your behalf from primary or specialty care providers, and associated electronic systems (“**Providers**”)

You consent to have clinical tests (“**Tests**”) ordered by CareDx on behalf of your Providers and have the results of your tests to be collected and stored by CareDx. CareDx reserves the rights to use this information in the creation of new, or improvement to existing, products and services.

If applicable, you consent to allowing CareDx to use the data collected under this consent in any CareDx study that you may have been, are currently, or will enroll in in the future, in accordance with the terms of such study.

## **6. CONSENT TO ELECTRONIC COMMUNICATIONS**

As part of your use of RemoTraC, you may receive notifications, text messages, calls, alerts, emails, and other electronic communications that are automatically dialed or pre-recorded. We and our partners and affiliates may need or want to send you certain communications, such as marketing communications, service announcements, and administrative messages. You consent to receive such communications and agree that any such communications that we send to you shall be legally effective when sent. You agree that any notices sent by us by email satisfy any requirement that the notices be provided in writing. If you do not agree, do not accept this Agreement.

You may have the right to withdraw your consent to receiving certain electronic communications, and, when required by law, we will provide you with paper copies of all documents and records upon request. You may do so by contacting us at the phone number or email address provided under the "Contact Us" section at the end of these Terms. If you withdraw your consent, we reserve the right to terminate our agreements with you. To receive or access the notices we send via email, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in Portable Document format ("**PDF**"). To retain the notices we send you, your device or computer must have the ability to download and store electronic communications, including PDF files. By accepting these terms, you verify that you are able to receive, access, and retain the notices we may send. You may change your email address for notification purposes at any time by contacting us at the phone number or email address provided under the "How to Contact Us" section at the end of these Terms.

PLEASE NOTE THAT WHEN YOU CONTACT US BY EMAIL OR TEXT, SUCH COMMUNICATION MAY NOT BE SECURE BECAUSE IT TRAVELS OVER UNSECURE COMMUNICATION LINES. BY SENDING ANY CONFIDENTIAL OR PERSONAL INFORMATION TO US VIA EMAIL OR TEXT, OR AGREEING TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US THROUGH EMAIL OR TEXT, YOU ACKNOWLEDGE AND ACCEPT ANY RISK AND DAMAGE ARISING FROM DISCLOSURE OF SUCH INFORMATION IN THE COURSE OF TRANSMISSION.

## **7. WIRELESS CARRIER ACCESS**

You acknowledge and agree that using the RemoTraC submission form may require access to the internet via your wireless carrier, internet service provider or other method of internet access, and that access to RemoTraC may not be available if you do not have an internet connection or for other reasons. You acknowledge and agree that by using the internet to use RemoTraC, you may incur charges from your wireless carrier, internet service provider or other method of internet access, depending upon your contract or plan with your provider. You acknowledge that payment of any such charges will be your sole responsibility. You agree that your use of RemoTraC will be in accordance with all requirements of your wireless carrier, internet service provider or other method of internet access. YOU ARE RESPONSIBLE FOR ANY MESSAGING OR DATA FEES YOU MAY BE CHARGED BY YOUR WIRELESS CARRIER.

## **8. RULES FOR ACCESSING REMOTRAC AND ENFORCEMENT**

You warrant that you will not use RemoTraC for any purpose that is unlawful or prohibited by these Terms and accessing or using RemoTraC, you agree to comply with all applicable laws, rules, and regulations. Without limitation, you warrant that you shall not, and shall not permit any third party, directly or indirectly:

- a. use RemoTraC for any unlawful purposes or for promotion of illegal activities;

- b. use RemoTraC in any manner that could damage, disable, overburden, or impair RemoTraC or any User of RemoTraC, or interfere with any other party's use of RemoTraC, or interfere with or damage any third party sites or system
- c. access or tamper with non-public areas of RemoTraC or CareDx's computer systems or those of its service providers;
- d. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures, or reverse look-up, trace or seek to obtain any information on any other User of RemoTraC, including for purposes of revealing information, including but not limited to personal or health information, other than your own information as provided for by RemoTraC;
- e. use any automated system including but not limited to robots, spiders, offline readers, scrapers to access RemoTraC for any purpose without CareDx's prior written approval; provided, however, that public search engines may use spiders or robots to copy materials from RemoTraC for the sole purpose of creating publicly-available searchable indices of the materials (but not caches or archives of such material, and CareDx reserves the right to revoke these exceptions either generally or in specific cases);
- f. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the RemoTraC to send altered, deceptive or false source-identifying information;
- g. use RemoTraC in any manner that could damage, disable, overburden, or impair RemoTraC or any User of RemoTraC, or interfere with any other party's use of RemoTraC, or interfere with or damage any third party sites or systems; or
- h. interfere with or disrupt (or attempt to do so) the access of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the service.

CareDx is not obligated to monitor access or use of the RemoTraC or its Content, but we have the right to do so to operate RemoTraC, ensure compliance with these Terms, and to comply with applicable law or other legal requirements.

CareDx reserves the right, at any time and without prior notice, to suspend or deactivate your account or your access to certain aspects that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to RemoTraC or Users, or for any other reason. Upon any such suspension, deactivation, or termination, we may delete or remove any information related to your account. You may close your account at any time by contacting us using the information in the "Contact Us" section below.

## **9. INTELLECTUAL PROPERTY**

RemoTraC Content is protected by copyright, trademark, and other laws of the United States, foreign countries, and international conventions. Except as expressly provided in these Terms, CareDx and its licensors exclusively own all right, title, and interest in and to RemoTraC Content and all technology underlying the same, including all associated intellectual property rights. All trademarks, service marks, logos, trade names and any other proprietary designations of CareDx used herein are trademarks or registered trademarks of CareDx. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners.

## **10. LEGAL COMPLIANCE**

User shall comply with all applicable laws, rules, regulations, and guidance when using RemoTraC. This includes, but is not limited to, privacy laws of the United States and the country of the User, as well as any specific restrictions associated with any uploaded data or usage of any data or information resulting from User's use of RemoTraC.

## **11. INTERNATIONAL USERS**

CareDx makes no representation that RemoTraC is appropriate or available for use in locations outside of the United States and accessing RemoTraC is prohibited from territories where such use is illegal. If you are outside of the United States and access RemoTraC or submit your Personal Information to us, please be advised that U.S. law may not offer the same privacy protections as the law of your jurisdiction. If you visit RemoTraC or contact us from outside of the United States, please be advised that (1) any information you provide to us or that we automatically collect will be received in the United States and may be transferred to other jurisdictions; and (2) that by using RemoTraC or submitting information, you explicitly authorize its processing in the United States and subsequent transfers outside the United States..

## **12. NO WARRANTIES**

CAREDX MAKES NO WARRANTY AS TO REMOTRAC OR THE CONTENT. USE OF REMOTRAC IS AT USER'S OWN RISK, AND USER AFFIRMATIVELY ACCEPTS, ON BEHALF OF USER AND ON BEHALF OF ANY INSTITUTION OR ORGANIZATION WITH WHICH USER IS AFFILIATED, THESE RISKS WITH EACH USE. REMOTRAC IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CAREDX DOES NOT WARRANT THAT REMOTRAC, CONTENT, OR OPERATION THEREOF WILL BE SECURE, ACCURATE, RELIABLE, UNINTERRUPTED, OR ERROR-FREE. CAREDX MAKES NO WARRANTY THAT THE CONTENT CONTAINED ON REMOTRAC SATISFIES GOVERNMENTAL REGULATIONS ON PRESCRIPTION DRUG PRODUCTS, CLEARANCE FOR USE ON PATIENTS, OR ANY OTHER GOVERNMENTAL REGULATION. CAREDX MAKES NO WARRANTIES REGARDING ANY THIRD PARTY CONTENT, APPLICATIONS, PROGRAMS, OR DATA ON REMOTRAC OR CONTENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

CAREDX DOES NOT WARRANT THAT REMOTRAC WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED, ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH REMOTRAC IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;

No agent or representative of CareDx has the authority to create any warranty regarding RemoTraC or Content on behalf of CareDx. CareDx reserves the right to change or discontinue at any time any aspect or feature of RemoTraC.

### **13. EXCLUSION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED, CAREDX DISCLAIMS ALL WARRANTIES. UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL CAREDX, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, HEALTH PROBLEMS, LOST PROFITS, OR DAMAGES ARISING FROM LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH USE OF REMOTRAC OR CONTENT, OR ANY FAILURE OR DELAY IN, OR ANY INABILITY TO USE REMOTRAC OR CONTENT, WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER SPECIFICALLY AGREES THAT NEITHER CAREDX NOR ANY LICENSOR, SUPPLIER, CONTRACTOR, SUBCONTRACTOR, OR INFORMATION PROVIDER TO CAREDX OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE ANY LIABILITY TO ANY USER OR ANY THIRD PARTIES FOR ANY REASON OR UNDER ANY THEORY WHATSOEVER, BASED UPON THE INFORMATION PROVIDED ON OR THROUGH REMOTRAC. SHOULD THIS PROVISION BE UNENFORCEABLE, THE PARTIES AGREE THAT LIABILITY OF CAREDX AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, AND THEIR SUCCESSORS AND ASSIGNS, IS CAPPED AT THE AMOUNT USER HAS PAID FOR THE USE OF REMOTRAC.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IF YOU RESIDE IN SUCH A JURISDICTION. WE ARE NOT LIABLE TO ANY PERSON OR USER FOR ANY HARM CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF ANY OTHER PARTY.

### **14. INDEMNIFICATION**

User agrees to defend, indemnify, and hold harmless CareDx, any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, with any of their respective board members, officers, directors, and employees, against any damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs) arising out of a claim by CareDx or any third party relating to: (a) your use or misuse of, or access to, RemoTraC, or Content; (b) your breach of these Terms; (c) your violation or alleged violation of any applicable federal, state or local laws, rules and/or regulations; or (d) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. CareDx reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the CareDx in asserting any available defenses.

## 15. DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU AND CAREDX AGREE THAT THESE TERMS AFFECT INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

This Section is intended to be interpreted broadly and governs any and all disputes between us, including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below. By agreeing to these Terms, you agree to resolve any and all disputes with CareDx as follows:

- **Admissibility of Terms.** CareDx's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of CareDx. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- **Initial Dispute Resolution:** Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with CareDx, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.
- **Binding Arbitration:** If the parties do not reach an agreed-upon solution after at least thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, and/or your use of RemoTraC shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the **Privacy Policy**, including but not limited to any claim that all or any part of these Terms or **Privacy Policy** is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. YOU AND CAREDX UNDERSTAND THAT, ABSENT THIS MANDATORY ARBITRATION PROVISION, EACH PARTY WOULD

HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. YOU AND CAREDX FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

- **Arbitration Procedure.** To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to the applicable JAMS Resolution Center, which can be found at <http://www.jamsadr.com/locations>; and (c) send one copy of the Demand for Arbitration to CareDx at 3260 Bayshore Blvd, Brisbane CA 94005, ATTN: Legal.
- **Arbitration Fees.** To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, CareDx will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, CareDx will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.
- **Forum Selection.** If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in San Mateo County, California and you and CareDx agree to submit to the personal jurisdiction of any federal or state court in San Mateo County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- **Class Action Waiver:** The parties further agree that the arbitration shall be conducted by the parties in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND CAREDX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- **Litigation of Intellectual Property and Small Claims Court Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.



- **30-Day Right to Opt Out:** You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to [customercare@caredx.com](mailto:customercare@ caredx.com) with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of RemoTraC; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, CareDx also will not be bound by them.
- **Changes to This Section:** We will provide thirty (30) days' notice of any changes to this section. Amendments will become effective thirty (30) days after such notice. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using RemoTraC.
- **Survival:** This Arbitration and Class Action Waiver section shall survive any termination of your account or RemoTraC.

## 16. JURISDICTION

User agrees that these Terms constitute an agreement entered into between User and CareDx. User agrees that these Terms are governed by and will be construed in all respects under the laws of the state of California, exclusive of its choice of law or conflicts of law provisions. In any claim or action directly or indirectly arising under these Terms or related to RemoTraC, User irrevocably agrees to submit to the exclusive personal jurisdiction of the state or federal courts located in or serving the state of California. User waives any jurisdictional, venue, or inconvenient forum objections to such court.

If any provision of these Terms is held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provision will be limited or eliminated to the minimum extent necessary so that this agreement will otherwise remain in full force and effect.

## 17. INTERGRATION

Except as otherwise stated herein, these Terms constitute the entire agreement between User and CareDx relating to the access and use of the RemoTraC service, and these Terms supersede and replace any and all prior oral or written understandings or agreements between CareDx and you regarding RemoTraC and Content. User may not modify these Terms. Anything contained in or resulting from RemoTraC that is inconsistent with or conflicting with the terms of this agreement is superseded by these Terms.

## 18. MODIFICATIONS TO THE TERMS & REMOTRAC

CareDx reserves the right, in its sole discretion, to modify these Terms and any other documents incorporated by reference herein, at any time and without prior notice. When we update these Terms, we will post a new Effective Date. If we make material changes that would impact your use of RemoTraC, we will endeavor to notify you of the changes prior to the changes taking effect, such as by posting a notice directly on the RemoTraC submission form, by sending an email notification (if you have provided your email address

to us), or by any other reasonable method. Continued use of RemoTraC constitutes your acceptance to such modifications. Your use of RemoTraC after such modifications are posted shall constitute your consent to the changes. If you do not agree, you may not use RemoTraC, or its associated software or services.

## **19. ADDITIONAL TERMS**

Additional terms may apply to certain RemoTraC features, and we will notify you of any additional terms prior to your use of RemoTraC. In the event that there is a conflict between these Terms and any additional terms, the additional terms will control.

## **20. CONTACT US**

If you have any questions regarding RemoTraC, please contact us at [customercare@cares.com](mailto:customercare@cares.com). If you have any questions about CareDx or these Terms, please contact us at [customercare@cares.com](mailto:customercare@cares.com)