



PRIVACY POLICY

General

This Privacy Policy for Triclinic Labs, Inc. (“we,” “us,” or “our”) is designed to inform you about how we collect, store, use, and share (“process”) your personal information when you interact with our services (“services”). This encompasses all interactions, including but not limited to:

1. Visiting our website at TriclinicLabs.com, or any of our other websites that link to this privacy notice
2. Engaging with our sales, marketing, or event-related activities.

Our commitment is to protect your privacy and the security of your information. This policy is applicable solely to information collected through our website and Services, not covering other means of information collection by Triclinic Labs, Inc. It highlights your rights under the General Data Protection Regulation (GDPR) and our dedication to complying with its standards.

Agreement

By using our Services and accessing our website, you consent to the processing of your Personal Information in accordance with this Privacy Policy. This policy complies with laws in the United States, the State of Indiana, and the GDPR for EU users, adhering to legal grounds in GDPR Articles 6 and 13. Note that providing Personal Information may waive rights under other jurisdictions. If you disagree with any aspect of our policies, please refrain from using our Services. Your continued use signifies acceptance of any policy updates. For inquiries or concerns, please contact us.

Use of Personal Information

When you interact with our services, whether by visiting our website or using our features, we may collect personal information. This includes contact details like your name, phone number, and email, as well as professional information, device and browser specifics, and location data. Your information helps us enhance your experience, improve our service delivery, and for internal analytics.

We commit to processing your information responsibly and legally. We use your data for several purposes, including:

1. Providing and improving our services.
2. Fulfilling contractual obligations.
3. Complying with legal requirements.
4. Protecting your rights and interests, and those of others.
5. Pursuing legitimate business interests, like service improvement and marketing.

We only collect and process your information with your consent, to comply with laws, to provide our services, or when necessary for our legitimate interests that don't override your rights. We prioritize your privacy and do not process sensitive information or receive data from third parties. Your consent can be withdrawn at any time. Our policies adhere to GDPR guidelines, ensuring transparency and user rights under GDPR. Additional rights, such as access, rectification, erasure, and data portability, are available in regions like the EEA, UK, Canada, and California.

Users can unsubscribe from marketing communications at any time.

Data Collection

In the course of operating our website, we collect and use various types of personal information for analysis and improvement purposes. This includes but is not limited to:

Methods of Data Collection:

1. Direct Collection: Information you provide when engaging with our services or contacting us.
 - a. Identifiers and Contact Details: Such as names, phone numbers, email addresses, and mailing addresses.
 - b. Professional Information: Including job titles and employment-related details
2. Automatic Collection: Data automatically gathered when you visit or use our services, like device data and location information.
 - a. Device and Browser Information: This covers device identification names/numbers, operating system, language preferences, and hardware model.
 - b. Internet Activity: Includes IP addresses, log data, referring URLs, and usage statistics
 - c. Location Data: Either precise or imprecise, based on your device settings and permissions.

We employ cookies and similar technologies for various functions:

1. Analytics Cookies: To understand website usage and improve user experience.
 - Google Analytics, Google Tag Manager, Pingdom, and Trovo
2. Marketing Cookies: For delivering targeted advertising and tracking campaign effectiveness.
 - Google Ads and HubSpot
3. Functional Cookies: Providing essential services like live chat support.
 - LiveChat, SiteSearch360, and CallRail

Users can manage their cookie preferences through a consent popup on our site.

The 'Do Not Track' feature was deprecated by major browsers in 2018 and as such is not in use.

It is your responsibility to ensure information you provide is accurate and to inform us of any changes. We retain personal information for periods varying by category, necessary to provide our Services and as required by law.

Disclosure of Personal Information

We prioritize the protection of your personal information. This data is shared only in specific, necessary circumstances:

1. Business Operations: In the rare event of significant business changes, such as a merger, acquisition, or sale of assets, we may need to transfer your personal information.
2. Service Providers: To assist in our operations, we may share your data with providers compliant with GDPR, processing your information as outlined in this policy.
3. Internal Use: We may use your data for internal purposes, such as research or technological development, which does not constitute 'selling' your personal information.

We retain your personal data only as long as needed for legitimate business purposes unless a longer period is required or permitted by law (tax, accounting, and other legal requirements). When no longer required, we delete or anonymize ("sanitize") your data. In cases where immediate sanitization isn't possible, such as data in backup archives, we securely isolate the information until sanitization is feasible.

We employ industry-standard security measures, such as firewalls and HTTPS enforcement, to protect your data. However, no system is impenetrable, and we cannot guarantee complete security of your information. Please be aware that transmitting personal information carries inherent risks, and it's crucial to access our services within a secure environment.

In certain situations, such as legal obligations or investigations into unlawful use of our website, we may be required to disclose your information. Rest assured, we do not sell or share your personal information for business or commercial purposes and are committed to upholding this practice.

Data Breach Protocol

We prioritize data security with a robust response plan for any data breaches:

1. Immediate Response: Quick identification and resolution of breaches to stop further data loss.
2. Notification: If sensitive data is compromised, affected individuals will be informed as soon as possible via phone or email.
3. Ongoing Assessment: Regular monitoring for suspicious activities and internal reviews post-breach to understand its impact.
4. Preventative Measures: Frequent security scans and updates to our prevention strategies to address evolving cyber threats.
5. Post-Breach Actions: Detailed investigations after breaches to strengthen future security measures and staff training.
6. Transparency: Open communication with impacted parties during a breach.
7. Compliance: Adherence to legal and regulatory standards in our breach response.

Our goal is to protect your data while continuously improving our security practices.

External Links

Our website includes links to third-party websites for your convenience and to offer additional information. These links do not imply Triclinic Labs, Inc.'s endorsement of these third-party sites or any products, services, or information they provide. Triclinic Labs, Inc. has no control over and assumes no responsibility for the content, privacy policies, or practices of these external websites. Moreover, we cannot guarantee the accuracy or completeness of the information on these sites.

When you access these third-party websites, you do so at your own risk. These sites have their own terms of use and privacy policies, which may significantly differ from ours. We recommend reviewing their policies to understand how they may use and protect your information. Triclinic Labs, Inc. is not liable for any harm or damages related to transactions or interactions with these third-party websites. For any concerns regarding third-party products or services, please contact the respective third party directly.

Juveniles

Our services and marketing are not intended for individuals under 18 years of age. Triclinic Labs, Inc. does not knowingly collect personal information from anyone under 18. If you are under 18, please do not use our Services or provide personal information. If we learn that we have collected information from a child under 18, we will take steps to delete it. California residents under 18 have additional rights under the "Shine the Light" law and the CCPA regarding the removal of posted data and personal data management.

Privacy Policy Updates

We may periodically update this Privacy Policy to reflect changes in legal requirements, our practices, or the functionality of our website. Each update will be marked with a revised date, and the updated policy will take effect once it is published on our website. While minor changes might not be individually notified, we will provide a clear notice on our website for significant alterations. Your continued use of our website after these changes indicates your acceptance of the new terms. We encourage you to review our Privacy Policy regularly to stay informed about how we safeguard your information. For any questions or concerns regarding the use of your personal data, please reach out to us.

Contact Us

For any questions or concerns about our Privacy Policy, data practices, or your interactions with our website, feel free to contact us. Our dedicated team is ready to assist you with any inquiries. Reach out to us at:

- ❖ Email: info@tricliniclabs.com
- ❖ Phone: [+1-765-588-6200](tel:+1-765-588-6200)
- ❖ Postal Address: Triclinic Labs, Inc., 2660 Schuyler Ave, Ste. A, Lafayette, IN 47905, United States

We are committed to ensuring your confidence and understanding regarding the handling of your data and your experience with our services.



TERMS OF USE

General

The content on our website serves informational purposes, offering a general overview of Triclinic Labs, Inc. It's designed as an introductory guide rather than a comprehensive resource about our products and services. For more detailed information, we invite you to contact us directly.

By accessing and using our website, you acknowledge and agree to adhere to these Terms of Use. If you disagree with any aspect of these terms, please refrain from using the site. Note that these terms apply to all visits and interactions with our website, both now and in future visits.

It's important to review these terms carefully as they define your legal rights and responsibilities. We retain the right to enforce these terms through legal means, which may include blocking access from specific Internet addresses in cases of violation of these terms and conditions.

Intellectual Property Rights

The content of the Triclinic Labs, Inc. website, including its design, source files, software, text, images, and other materials, is exclusively owned by Triclinic Labs, Inc. and is protected under copyright, trademark, and other intellectual property laws. This includes all proprietary material, products, services, and any names, marks, or logos mentioned on the site, regardless of their registration status.

You are allowed to download materials from our website for personal, non-commercial use. However, you cannot modify, reproduce, distribute, embed, post, or transmit any material from our website without prior written consent from Triclinic Labs, Inc. It is important to retain any proprietary and legal notices or identifying information in any downloaded materials.

Our trademarks, including "Triclinic Labs, Inc." and "Triclinic Labs," and other marks or logos on our site, do not imply any licensing rights under any patent, trademark, or copyright of Triclinic Labs, Inc. or any third party. Triclinic Labs, Inc. reserves all rights, titles, and interests in these intellectual properties.

Other trademarks, service marks, and trade names appearing on our website are owned by their respective holders. No content on this website grants a license or right to use any name, mark, or logo of Triclinic Labs, Inc. or any third party.

Use of Non-Personal Information

Any communication or material you transmit to Triclinic Labs, Inc. through our website or via email, such as feedback, questions, comments, suggestions, and other non-personal information, will be treated as non-confidential and non-proprietary. We remind you that there should be no expectation of privacy or confidentiality for any such communications. Please refrain from sending any confidential information through these channels.

By sharing any non-personal information or material with Triclinic Labs, Inc., you grant us an unrestricted, irrevocable license to use, reproduce, display, modify, and distribute this information for various purposes, including but not limited to, research, development, and marketing. This may involve utilizing any ideas, concepts, or techniques contained in your communications. Triclinic Labs, Inc. reserves the right to use these inputs without payment or compensation to you.

This section operates under the guidance of our Privacy Policy, which covers the handling of personal information. For more details on how we manage personal data, please refer to our Privacy Policy.

Use of Personal Information

By using the Triclinic Labs, Inc. website, you agree to our Privacy Policy, which explains how we responsibly handle your personal data in compliance with data protection laws. Our policy details the collection, use, and protection of your personal information. Please review it to understand our practices and your consent to these terms.

Website Availability

Triclinic Labs, Inc. is committed to maintaining the reliability and accessibility of our website. However, occasional downtime may occur due to factors like technical issues, software or hardware malfunctions, or third-party vendor challenges, which are often beyond our control. We strive to minimize such disruptions and cannot foresee or completely prevent them. Therefore, we cannot assure uninterrupted access at all times and are not liable for any instances of website unavailability or the duration of these occurrences. We recommend users to check back periodically if they encounter any access issues. Your understanding and patience are greatly appreciated as we diligently work to resolve any interruptions swiftly.

Disclaimers

Triclinic Labs, Inc. strives to ensure the accuracy and currency of information on our website, but we do not guarantee its accuracy, completeness, or appropriateness. Information may be accurate only as of its publication date, and regular updates are not guaranteed. Changes to website content may occur at any time without notice, and we bear no liability for the consequences of such changes.

Your use of our website is at your own risk. All information is provided "AS IS" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Triclinic Labs, Inc., our affiliates, collaborators, and anyone involved in the website's creation or delivery shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use, inability to use, or reliance on the information provided.

We cannot assure that the website is free from harmful elements like viruses or malware due to potential technical malfunctions or unauthorized interference. We recommend seeking expert advice and protective measures against such risks presented by any website.

The website may include third-party information, identified with the source's name where feasible. This information does not necessarily reflect our views, and we do not assume responsibility for, nor endorse, such third-party content. Please note that products under development mentioned on the website have not yet been approved by regulatory authorities.

Medical Terms

Our website occasionally presents information about various medical conditions, treatments, pharmaceuticals, and diagnostic devices. This content is solely for informational purposes and should not be considered as medical advice, diagnosis, or treatment. Triclinic Labs, Inc. does not provide medical advice through this website. We strongly encourage you to consult with a qualified healthcare professional for advice concerning any medical condition or treatment, particularly for symptoms that may require medical attention. The information on our website is not intended for diagnosing or treating health problems or diseases.

Investment Terms

This website may contain information about investment opportunities, financial products, or market trends. This content is provided solely for informational purposes and should not be construed as investment advice or used as the sole basis for making investment decisions. Investors or prospective investors should carefully review and consider any investment materials related to offerings of securities. While we strive to keep the information up-to-date, it is subject to change and should be independently verified. Triclinic Labs, Inc. does not endorse specific investments, and investment decisions should be made based on advice from financial professionals.

Representations

By using this website, you represent and warrant that you will:

- I. Adhere to all applicable laws, rules, and regulations, including those related to privacy, data protection, and intellectual property.
- II. Not introduce any harmful code such as viruses, worms, or other destructive elements.
- III. Comply with these Terms of Use, which Triclinic Labs, Inc. may update periodically. It's your responsibility to stay informed of these changes.

You also agree to indemnify, defend, and hold harmless Triclinic Labs, Inc., and its affiliates, directors, officers, employees, and agents from any losses, costs (including reasonable attorneys' fees), claims, damages, or liabilities related to your use of this website or any breach of these terms.

This obligation to indemnify will continue even after these Terms of Use end or your use of the website ceases.

Export of Information

Compliance with United States Export Controls laws is critical for users of our website. These laws prohibit exporting certain technical data and software to designated countries, territories, and individuals. As a user, you are responsible for ensuring that no content from this website, including technical information and software, is downloaded, shared, or otherwise exported in violation of these laws. By using this site, you confirm that you are not located in, under the control of, or a national or resident of any restricted country or on any prohibited list. You also agree not to transfer any content from this website to any prohibited party or destination.

Terms of Use and Website Updates

We reserve the right to update or modify these Terms of Use and our website at any time, without prior notice, at our discretion. Your continued use of our website after any changes indicates your acceptance of the new terms.

Miscellaneous

These Terms of Use are governed by and construed in accordance with the laws of the State of Indiana, USA. This applies irrespective of your location or jurisdiction when accessing our website. You are responsible for complying with local laws and regulations relevant to your use of our website.

Should any provision of these Terms of Use be found unlawful, void, or unenforceable, it will be deemed severable, not affecting the validity and enforceability of the remaining provisions. In such cases, we will endeavor to replace any invalid or unenforceable provision with one that is valid and enforceable, mirroring as closely as possible the original intent and serving similar economic, business, and other purposes.

The failure to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. Any rights not expressly granted herein are reserved without limitation. Provisions that by their nature should survive termination of these Terms will do so.

Contact Us

For any questions or concerns regarding the Terms of Use or their application on our website, please feel free to contact us. We are committed to providing clear answers and resolving any issues to ensure your satisfactory experience with our website. Reach out to us at:

- ❖ Email: info@tricliniclabs.com
- ❖ Phone: [+1 \(765\) 588-6200](tel:+1(765)588-6200)
- ❖ Postal Address: Triclinic Labs, Inc., 2660 Schuyler Ave, Ste. A, Lafayette, IN 47905, United States

We strive to respond quickly and effectively to all inquiries.