

FindCoronaTest Terms of Service

1. ACCEPTANCE OF TERMS

FindCoronaTest, powered by BlueSpotAI (GoExplorar Inc.), provides a service, (referred to hereafter as "the Service") subject to the following Terms of Use ("TOU"). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using particular FindCoronaTest services, you agree to abide by any applicable posted guidelines for all FindCoronaTest services, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with FindCoronaTest in any way, your only recourse is to immediately discontinue use. FindCoronaTest has the right, but is not obligated, to strictly enforce the TOU through self-help, active investigation, litigation and prosecution.

2. WE DO NOT PROVIDE MEDICAL ADVICE

The Information that you obtain or receive from FindCoronaTest, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Site is for informational purposes only.

THE INFORMATION PROVIDED ON THE SITE AND IN ANY OTHER COMMUNICATIONS FROM OR PROVIDED THROUGH FINDCORONATEST IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, MEDICAL ADVICE. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTH PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE. **DO NOT USE THE SITE FOR EMERGENCY MEDICAL NEEDS.** YOUR USE OF INFORMATION PROVIDED ON THE SITE IS SOLELY AT YOUR OWN RISK. INFORMATION GIVEN FOR CORONAVIRUS TESTING LOCATIONS ARE ROUGH ESTIMATES AND SUBJECT TO CHANGE. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL ADVICE.

3. THIRD PARTY CONTENT, SITES, AND SERVICES

The FindCoronaTest site and Content available through The Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of GoExplorar Inc., including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that FindCoronaTest shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that FindCoronaTest is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release GoExplorar Inc., its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

4. PRIVACY AND INFORMATION DISCLOSURE

FindCoronaTest has established a Privacy Policy to explain to users how their information is collected and used. Your use of the FindCoronaTest website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that FindCoronaTest may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; protect the rights, property, or personal safety of GoExplorar Inc., its users or the general public.

5. LIMITATIONS ON SERVICE

You acknowledge that FindCoronaTest may establish limits concerning use of the Service. You acknowledge that FindCoronaTest reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that FindCoronaTest shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

6. ACCESS TO THE SERVICE

FindCoronaTest grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by GoExplorar Inc. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file.

7. TERMINATION OF SERVICE

You agree that GoExplorar Inc, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise

terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if FindCoronaTest believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that FindCoronaTest shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Sections 2, 4, 6 and 10-16 shall survive termination of the TOU.

8. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of GoExplorar Inc. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of GoExplorar Inc., and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. Although FindCoronaTest does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to FindCoronaTest an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing.

9. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE FINDCORONATEST SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE FINDCORONATEST SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, FINDCORONATEST DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE FINDCORONATEST SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, FINDCORONATEST DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE FINDCORONATEST SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE FINDCORONATEST SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, FINDCORONATEST DISCLAIMS

ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE FINDCORONATEST SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

10. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL FINDCORONATEST BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF FINDCORONATEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE FINDCORONATEST SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE FINDCORONATEST SITE OR THE SERVICE, FROM INABILITY TO USE THE FINDCORONATEST SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE FINDCORONATEST SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE FINDCORONATEST SITE OR THE SERVICE OR ANY LINKS ON THE FINDCORONATEST SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE FINDCORONATEST SITE OR THE SERVICE OR ANY LINKS ON THE FINDCORONATEST SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

11. INDEMNITY

You agree to indemnify and hold FindCoronaTest, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

12. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

13. GENERAL INFORMATION

The TOU constitute the entire agreement between you and FindCoronaTest and govern your use of the Service, superceding any prior agreements between you and GoExplorar

Inc. The TOU and the relationship between you and FindCoronaTest shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Delaware or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Technology and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. The failure of FindCoronaTest to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14. FEEDBACK

We welcome your questions and comments on this document in the FindCoronaTest feedback email: info@findbluespot.com