

Thank you for choosing TPGB DNA LLC . We offer DNA testing and genetic analysis to help exotic game breeders determine the lineage and genetic history of your exotic livestock. Below are our detailed terms and conditions which you must read and accept before using service.

These Terms and Conditions apply to clients using our services on or after May 1, 2022.

1. Before using our services, or having access to the results of the DNA testing, you must review and accept these terms and conditions (the "Terms and Conditions" or "Agreement"). You are legally bound by this Agreement, which is between you and TPGB DNA LLC. The Agreement defines your rights and responsibilities as a user of our DNA testing service ("Client") operated by TPGB DNA LLC ("TPGB DNA," "we," or "us").
2. You hereby release TPGB DNA from any and all claims, liens, demands, actions or suits in connection with the DNA sample, the test or results thereof, including, without limitation, errors, omissions, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss.
3. If you are a User residing outside the United States and providing a DNA sample, you confirm that this submission is not subject to any export ban or restriction in the country in which you reside. You also agree that you have the authority, under the laws of the state or jurisdiction in which you reside, to provide the representations in this Agreement and you explicitly waive any laws or regulations relating to DNA testing and storage from the state or jurisdiction in which you reside.
4. Prices may be changed by TPGB DNA at any time.
5. We may contact you (via electronic mail, physical mail or otherwise) for the purpose of informing you of changes or additions to the Website or Service, or of any related products and services. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You may opt out of commercial advertising and marketing communications at any time sending us an email asking to be unsubscribed from our mailing list.
6. TPGB DNA has the right, at its sole discretion, to modify this Agreement, as well as the TPGB DNA website and the Service, at any time. Changes to this Agreement will be posted on the TPGB DNA website and/or sent via email, and by changing the date of last revision on this Agreement. If any portion of this Agreement or any change to the TPGB DNA website, content, or the services is unacceptable to you or will cause you to no longer be in compliance with the Agreement, you may cancel your account by following the instructions in this Agreement. Continued use of the TPGB DNA services following posted changes in this Agreement means that you accept and are bound by

the changes.

7. We make no express warranties or representations as to the quality and accuracy of the services, and we disclaim any implied warranties or representations, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the full extent permissible under applicable law. We offer the TPGB DNA website and the services on an "as is" basis and do not accept responsibility for any use of or reliance on the TPGB website or services, or for any disruptions to or delay in the Service. In addition, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the TPGB website or Service. TPGB DNA does not guarantee the adequacy of the Service or TPGB website or compatibility thereof to your computer equipment, mobile devices, and environment and does not warrant that the TPGB website, the Service, their servers, or any emails which may be sent from TPGB DNA are free of viruses or any other harmful components.

To the fullest extent permissible under applicable law, we limit our liability. In particular, we shall not be liable for any damages that we cause unintentionally and we shall not be liable to you for any actual, incidental, indirect or consequential loss or damage howsoever caused, provided that nothing in this Agreement will be interpreted so as to limit or exclude any liability which may not be excluded or limited by law. For example, we shall not be liable to you for any of the following types of damages, whether in contract, tort (including negligence and strict liability) or otherwise (whether such loss or damage was foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; or (v) loss or corruption of, or damage to, data, systems or programs. Because some states/jurisdictions do not allow exclusions as broad as those stated above or limitations of liability for consequential or incidental damages, the above limitations may, in whole or in part, not apply to you. If you are dissatisfied with any portion of the TPGB website or the Services, or with any clause of these terms, as your sole and exclusive remedy you may discontinue using the Websites and the Services. Although we will not be liable for your losses caused by any unauthorized use of your account, you may be liable to others as well as to us if your account is used in violation of the terms and conditions of this Agreement.

You agree to defend, indemnify and hold harmless TPGB DNA, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the TPGB website and Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right;

or (iv) any claim that your User Provided Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Website and Service.

8. By using the Service or the TPGB DNA website, you agree that the Federal Arbitration Act, applicable federal law, and the law of the State of Texas, without regard to its principles on conflicts of laws, will govern these Terms and Conditions, your use of the TPGB DNA website and the Service, and any dispute of any sort that might arise between you and TPGB DNA.

If a dispute arises between you and TPGB DNA, our goal is to provide you a neutral and cost effective means of resolving the dispute quickly. To that end, you agree to first contact TPGB DNA by phone or email via the contact information below to describe the problem and seek a resolution. If that does not resolve the issue, then **you and TPGB DNA agree that any dispute or claim relating to your use of the Service or the TPGB DNA website will be resolved through binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.** In addition, you and TPGB DNA both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights. If for any reason a claim proceeds in court rather than in arbitration, you and TPGB DNA each waive any right to a jury trial.

**You and TPGB DNA 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, consolidated, or representative action. Further, unless both you and TPGB DNA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the foregoing, this arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. This entire arbitration provision shall survive termination of this Agreement and the termination of your TPGB DNA account.**

To begin an arbitration proceeding, you must send a certified letter requesting arbitration and describing your claim to Attn: Legal Department, TPGB DNA, LLC, PO Box 1998, Nederland, TX 77627. The arbitration will be conducted by the American Arbitration Association (AAA) under its [rules](#), including the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Agreement (collectively, "AAA Rules"). The AAA Rules and costs are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-

7879.

9. Assignment. We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to you and, as a result, you may not, without the written consent of TPGB DNA, assign or transfer any of your rights and obligations under this Agreement. There shall be no third-party beneficiaries to this Agreement.
10. Severability. In the event that any term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable. We can replace any term which is not valid and enforceable with a term of similar meaning which is valid and enforceable.
11. Waiver. Any failure by us to enforce any term of the terms of this Agreement shall not affect our right to require performance at any subsequent time, nor shall the waiver by us of any breach by you of any provisions of these terms be taken to be a waiver of the provision or provisions itself.
12. Complete Agreement. This Agreement, including any terms, conditions and policies expressly referenced herein, together with the Privacy Statement and any legal notices published on the Websites, shall constitute the complete understanding and agreement between you and us, and shall supersede and cancel any prior or contemporaneous understandings and agreements, except as expressly provided otherwise by TPGB DNA.
13. Contact Us. If you have any questions or comments, or would like to discuss TPGB DNA with our Customer Support staff, you can contact us by emailing us at [dna@texaspremiumgamebreeders.com](mailto:dna@texaspremiumgamebreeders.com).

Official correspondence must be sent via postal mail to:

TPGB DNA LLC  
PO Box 1998  
Nederland, TX 77627