

Website Terms of Use

Effective Date: November 17, 2014

You should read these Website Terms of Use carefully before using our websites because by using and or visiting our websites you signify your assent to both these Terms Website Terms of Use (these “Term”) and our Website Privacy Policy. If you do not agree to these Terms, you may not use our websites. The words “Adaptive” and “we” or “us” refer to Adaptive Biotechnologies Corporation or its subsidiary or affiliate that maintains the relevant website, and the term “you” refers both to you in your individual capacity and, if applicable, to your employer or institution if you are accessing our websites in your capacity as an employee, agent or other representative of such an entity.

Scope of these Terms

We have designed our websites to provide general information about us and our products and research. We do not, by or through these websites, offer for sale any diagnostic products or services.

While we attempt to include accurate and up-to-date information on our websites, any information presented on the website as of a particular date may only be accurate as of such date and we disclaim any responsibility to update such information. Information on our websites about companies other than us in press releases or otherwise should not be relied upon as being endorsed by us. Links to third-party websites or pages are provided for convenience only. We do not express any opinion on the content of any third party pages and expressly disclaim liability for all third party information and the use of it.

Our research use only products and services (such as those marketed under the immunoSEQ™ name), are generally available for order by qualified companies and institutions, but we may reject any order in our sole discretion. In addition, these Terms do not govern access and use of the immunoSEQ Analyzer and related services, including data generated from samples you may send us for processing in connection with our immunoSEQ service. Your rights and obligations in connection with the immunoSEQ Analyzer are instead governed by the immunoSEQ Terms of Use you accepted upon account creation (as may be updated from time to time) or, if applicable, another written agreement between you and us.

Our clonoSEQSM service and other clinical laboratory services are diagnostic tests that can only be ordered by an authorized healthcare provider. Information submitted to us in connection with our clinical laboratory service that comprises protected health information is governed by other policies that are compliant with the Health Information Portability and Accountability Act (HIPAA), which can be viewed at <http://www.adaptivebiotech.com/legal-privacy>

Your obligations

You are not obligated to register with us in order to access our websites. However, from time to time we may offer certain features and services for which registration is necessary. If you elect to register, you agree to provide and update true, current and complete information about yourself and, if applicable, your employer, institution or other entity on whose behalf you are accessing the website.

In using our websites, you agree not to:

- Misrepresent your identity or affiliation in any way;
- Send or otherwise transmit unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, or any material that can cause harm or delay to our websites or computers of any kind;
- Send or otherwise transmit email chain letters, unsolicited messages, or “spamming” or “phishing” messages;
- Send or otherwise transmit advertising, solicitation or promotional materials;
- Use our websites to disclose or obtain another’s personal information, or collect information about other users;
- Gain unauthorized access to our websites, or assist others to gain unauthorized access;
- Launch or use any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that access our websites in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- Violate any applicable laws or regulations; or
- Assist anyone engaging in any of the activities described above.

Applicable laws; submitted content and feedback

We make no representation that materials in our websites are appropriate or available for use in all locations worldwide. You are solely responsible for compliance with any applicable local laws. Access to our websites from jurisdictions where the contents are illegal or penalized is strictly prohibited.

By submitting any content through our websites, you agree that: (1) if you are a healthcare professional you will not submit any content that would directly identify a patient or any content for which you do not have all necessary consents and authorizations to disclose; (2) such information will be non-confidential; and (3) you grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, modify, publish, perform, transmit, distribute, prepare derivative works of and display such content via any media, and you waive any moral rights you may have in such content. Subject to our Website Privacy Policy, we will be free to use such content, including any ideas, concepts,

know-how or techniques contained in such content, for any reason. (As noted above, this does not apply to content submitted to the immunoSEQ Analyzer, which is governed by the immunoSEQ Terms of Use or, if applicable, another written agreement between you and us.)

No warranties; limitation of liability; indemnity

ALL CONTENT ON THIS WEBSITE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. Use of our websites and the content available on our websites is at your sole risk. We make no representations or warranties that use of our websites will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that any content you obtain from our websites is free of viruses.

WE SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN THAT IS BASED ON THE INFORMATION PRESENTED ON OUR WEBSITES. WE EXPRESSLY DISCLAIM ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF OUR WEBSITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION RELIANCE ON ANY CONTENT OBTAINED THROUGH THE USE OF OUR WEBSITES, THE INABILITY TO USE OUR WEBSITES OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF OUR WEBSITES.

You agree to indemnify, defend and hold Adaptive and its directors, officers, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; or (ii) your activities in connection with our websites.

Our intellectual property

We enforce our intellectual property rights to the fullest extent permitted by law. All product names, regardless of whether or not they appear in large print or with a trademark symbol, are the trademarks and service marks of Adaptive, its affiliates, related companies, licensors or collaborators, unless otherwise noted. All content posted on our websites, including any images or text, is protected by U.S. and foreign copyright laws with all rights reserved, and may not be distributed, downloaded, modified, reused, reposted or otherwise used except that you may view, use and download a single copy of this website for your informational, non-commercial use. Except as provided herein, no part of any content or software on this website may be copied, downloaded or stored in a retrieval system for any other purpose, nor may it be redistributed for any purpose, without our express written permission.

Termination; survival

We may terminate your use of our websites at any time and for any reason without notice, including for violating these Terms. Upon any notice of termination, you must destroy all content obtained from our websites and all copies thereof. The provisions of these Terms concerning security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, indemnity and jurisdictional and dispute resolution issues will survive any such termination. You agree that if your use of our websites is terminated pursuant to these Terms, you will not attempt to use our websites under any name, and further agree that if you violate this restriction after being terminated, you indemnify and hold us harmless from any and all liability that we may incur therefor. We reserve the right to seek all remedies available at law and in equity for violations of these terms and conditions for using our websites.

Miscellaneous

By choosing to visit our websites you agree that any dispute over your use of our websites and these Terms will be governed by the laws of the state of Washington and the United States. You also consent to the exclusive jurisdiction of any disputes arising in connection with our websites in the federal and state courts of King County in the state of Washington. You also agree to attempt to mediate any such dispute in good faith, and to abide by all limitations of liability contained herein. If any provision of these Terms is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

This website may contain forward-looking information. Such information is subject to a variety of significant uncertainties, including scientific, business, economic and financial factors, and therefore actual results may differ significantly from those presented.

Revisions

We may revise these Terms from time to time. All updates to these Terms will be posted on this web page. If we make significant changes, we will notify you by posting a notice on our website or by email. Please check our website for the most current version of these Terms. Your continued use of our websites after we have posted a change notice constitutes your acceptance of changes.