

End User License Agreement (EULA) for Ark-DNA Website and Services

Effective Date: April 15, 2026

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE ARK-DNA WEBSITE, CLIENT PORTAL, MOBILE APPLICATION (IF ANY), OR ANY ASSOCIATED SERVICES (COLLECTIVELY, THE “PLATFORM”).

This End User License Agreement (“EULA”) is a legally binding agreement between you (the “User,” “you,” or “your”) and TPGB DNA LLC d/b/a Ark-DNA, a limited liability company with its primary place of business in Beaumont, Texas, United States (“Ark-DNA,” “we,” “us,” or “our”). By accessing or using the Platform at www.ark-dna.com (or any successor site), creating an account, submitting DNA samples, ordering tests, viewing results, or using any related software, tools, or services, you acknowledge that you have read, understood, and agree to be bound by this EULA. If you do not agree, you must immediately cease all use of the Platform.

1. Definitions

- Platform: The Ark-DNA website, client portal, any associated web or mobile application, software, databases, tools, and services that enable DNA testing, sample tracking, result viewing, and related features for game and wildlife management.
- Services: DNA extraction, profiling, analysis, reporting, and any ancillary services provided by Ark-DNA for wildlife, game, conservation, or management purposes.
- User Content: Any data, samples, information, results, or materials you submit, upload, or generate through the Platform (including genetic/DNA data).
- Licensed Materials: Any software, code, documentation, reports, or outputs provided by Ark-DNA under this EULA.
- Public Facing Registry: Any publicly accessible database, directory, or registry maintained by Ark-DNA that displays user-submitted genetic profiles, sample information, or related results.

2. Grant of License

Subject to your compliance with this EULA, Ark-DNA grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform and Licensed Materials solely for your legitimate business or personal purposes related to game and wildlife management, conservation, or scientific research. This license is for the term of your authorized access (e.g., while your account is active and in good standing).

If the Platform includes downloadable components or a mobile app, this license permits installation and use on compatible devices you own or control, strictly in accordance with any accompanying documentation.

3. Restrictions and Prohibited Uses

You agree not to (and shall not permit others to):

- Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works of the Platform or Licensed Materials (except as expressly permitted by law).
- Use the Platform for any purpose other than authorized wildlife/game DNA testing and management.
- Submit human DNA samples or use the Services for medical, diagnostic, health, or personal identification purposes (the Platform is strictly for non-human wildlife and game applications).
- Resell, rent, lease, sublicense, distribute, or commercially exploit the Platform or any results without prior written consent.
- Circumvent, disable, or tamper with security features or access controls.
- Upload or transmit any harmful code, viruses, or illegal content.
- Use the Platform in violation of any applicable law, regulation, or third-party rights (including wildlife protection, data privacy, or export control laws).
- Share login credentials or allow unauthorized access to your account.

4. Account Registration and Security

You must create an account to access certain features. You represent that all information you provide is accurate and complete. You are solely responsible for maintaining the confidentiality of your account credentials and all activities under your account. Notify us immediately of any unauthorized access.

5. User Content, Samples, and Data

- You retain ownership of any User Content you submit, subject to the limited license granted below and the sample handling policy described in this section.
- Samples: All physical DNA samples submitted to Ark-DNA become our property upon receipt. Samples are processed and may be destroyed upon testing and will not be returned to you under any circumstances.

- By submitting User Content or samples to Ark-DNA, you grant Ark-DNA a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to collect, process, analyze, store, use, derive insights from, and otherwise exploit such User Content and genetic data for Ark-DNA's internal and commercial purposes, including but not limited to providing the Services, improving our technology, conducting research, generating aggregated or anonymized datasets, and fulfilling legal or regulatory obligations. This license survives any termination of your account or the EULA.

- You may request that your personal data and genetic results be removed from any Public Facing Registry by sending a written request (via email or certified mail) to the contact address or email listed on www.ark-dna.com. Upon receipt of a valid written request, Ark-DNA will use commercially reasonable efforts to remove the specified data from the Public Facing Registry within 30 days, to the extent technically feasible. However, your data will not be deleted or removed from Ark-DNA's internal records, databases, or backup systems. Anonymized or aggregated data derived from your samples may continue to be used indefinitely for scientific, research, or business purposes and is not subject to removal.

- You are responsible for ensuring your submission of DNA samples and use of the Services complies with all applicable laws (e.g., CITES, wildlife protection, and export regulations). We may refuse, return (at your expense), or destroy any non-compliant samples without liability.

6. User Warranties Regarding Sample Collection and Legality

You represent, warrant, and covenant that:

- In collecting, possessing, transporting, and submitting any samples to Ark-DNA, you have fully complied with all applicable local, state, federal, and international laws, regulations, and permit requirements, including but not limited to those governing wildlife protection, endangered species, game management, and export/import controls (such as the Lacey Act, CITES, the Endangered Species Act, and Texas Parks and Wildlife Department regulations).

- You have legally obtained all samples submitted for testing, and such samples were not acquired through illegal taking, poaching, unlawful possession, or any violation of wildlife laws.

- The samples come from animals that were captive-bred or otherwise lawfully held on your property or from a lawful source.

- You will provide Ark-DNA with any supporting documentation (such as bills of sale, breeding records, pedigree documents, prior CITES permits, veterinary certificates, or affidavits) upon request to verify legal acquisition and compliance.
- Any breach of these warranties may result in immediate termination of your access, refusal or destruction of samples (at your expense), withholding of results, and potential legal action by Ark-DNA or regulatory authorities. You agree to indemnify Ark-DNA for any losses, claims, or liabilities arising from your breach of these warranties.

7. Limitation on Use for Disease Testing

You understand and acknowledge that the Platform and Services are intended solely for genetic profiling, parentage verification, lineage analysis, and other wildlife management or conservation purposes. Ark-DNA should not be used to test for any communicable diseases, including but not limited to Chronic Wasting Disease (CWD). The Services are not a substitute for, and do not satisfy, any testing, surveillance, or reporting requirements imposed by state or federal wildlife agencies (such as Texas Parks and Wildlife Department or Texas Animal Health Commission rules for captive deer herds). Results from Ark-DNA do not constitute official or regulatory-compliant disease testing and may not be used for permit applications, interstate/intrastate movement of animals, or compliance with mandatory surveillance programs. You assume all responsibility for complying with any required official testing through accredited laboratories or agency-approved methods.

8. Fees and Payment

Access to certain Services may require payment of fees. You agree to pay all applicable fees as described on the Platform. All payments are non-refundable except as expressly stated in our policies or required by law. Late payments may result in suspension of access.

9. Intellectual Property

The Platform, Licensed Materials, all related technology, trademarks, logos, and copyrights are the exclusive property of TPG DNA LLC or its licensors. Nothing in this EULA transfers any ownership rights to you. You may not remove or alter any proprietary notices.

10. Privacy and Data Protection

Your use of the Platform is also governed by our Privacy Policy (available on the website). By using the Platform, you consent to the collection, processing, storage, and transfer of your data (including genetic data) as described therein and in this EULA. Genetic data is highly sensitive; we employ industry-standard security measures but cannot guarantee absolute security.

11. Disclaimers and Warranties

THE PLATFORM AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ARK-DNA DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, AND TITLE.

We do not warrant that:

- The Platform will be error-free, uninterrupted, or secure.
- Test results will be 100% accurate or suitable for any specific purpose beyond the stated Services.
- The Services meet regulatory requirements in every jurisdiction.

Results are for informational use in wildlife/game management only and do not constitute professional, legal, or veterinary advice. You assume all risk associated with reliance on the Platform and the destruction of physical samples.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARK-DNA (INCLUDING TPGB DNA LLC) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, SAMPLES, OR BUSINESS) ARISING OUT OF OR RELATED TO THIS EULA OR THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY. OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ARK-DNA, TPGB DNA LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES FROM ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING FROM:

- YOUR USE OR MISUSE OF THE PLATFORM.
- YOUR SUBMITTED USER CONTENT OR SAMPLES (INCLUDING ANY CLAIMS RELATED TO SAMPLE DESTRUCTION OR NON-RETURN).
- YOUR BREACH OF THE WARRANTIES IN SECTION 6 OR ANY VIOLATION OF APPLICABLE WILDLIFE LAWS.
- YOUR VIOLATION OF THIS EULA OR APPLICABLE LAW.

- ANY THIRD-PARTY CLAIMS RELATED TO YOUR ACTIVITIES.

14. Termination

We may terminate or suspend your access immediately, without notice, for any breach of this EULA or if required by law. Upon termination, your license ends, and you must cease all use. Sections 5, 6, 7, 9, 11, 12, 13, 15, and 16 survive termination.

15. Governing Law and Dispute Resolution

This EULA is governed by the laws of the State of Texas, United States, without regard to conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in Jefferson County, Texas. You waive any objection to venue or jurisdiction.

16. General Provisions

- This EULA constitutes the entire agreement and supersedes prior understandings.
- We may modify this EULA at any time; continued use after changes constitutes acceptance. We will post the updated version on the Platform with a new effective date.
- If any provision is held invalid, the remainder remains in effect.
- No waiver of any breach constitutes a waiver of any other breach.
- This EULA is not assignable by you without our prior written consent; we may assign freely.
- For requests to remove data from the Public Facing Registry or other legal notices, contact us in writing at the address or email listed on www.ark-dna.com.

BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO ALL TERMS OF THIS EULA, INCLUDING THE DESTRUCTION OF SAMPLES, THE IRREVOCABLE LICENSE GRANTED TO ARK-DNA FOR USE OF YOUR DATA, THE LIMITED RIGHT TO REQUEST REMOVAL ONLY FROM THE PUBLIC FACING REGISTRY, YOUR WARRANTIES REGARDING LEGAL COMPLIANCE AND SAMPLE ACQUISITION (INCLUDING THE OBLIGATION TO PROVIDE SUPPORTING DOCUMENTATION UPON REQUEST), AND THE LIMITATIONS ON DISEASE TESTING.

Last updated: April 15, 2026

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