APPLIED DNA SCIENCES INC.

TERMS of USE

1. Scope. This website and/or electronic service (collectively, the "Services") is owned and operated by Applied DNA Sciences, Inc., a Delaware corporation, (ADNAS and its affiliates are referred to herein as “ADNAS”, “we”, “us” or “Company”) and may be contacted at the offices below:

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These Terms of Use apply to your use of the Services or other websites, mobile applications, or electronic services, as applicable, on which these Terms of Use ("Terms") are posted. These Terms are not an offer or acceptance for sale of goods or services; and acceptance of these Terms by use of the Services do not form a contract or agreement for the sale or purchase of any goods or services.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY SERVICES. Your use of the Services is conditioned upon your acceptance of these Terms, and your continued use of the Services constitutes your agreement to and acceptance of these Terms. You acknowledge that these Terms are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. If you do not wish to be bound by these Terms, do not access or use the Services.

2. Commercial Transactions. The Services allow you to purchase products or services. To purchase any products or services through the Services, you must: (a) be at least eighteen years of age, (b) provide us with valid payment information associated with a credit card or other payment method that you are authorized to use, and (c) authorize us to charge your credit card or other payment method for the price of the products or services that you request, together with any taxes, fees, or shipping charges described on the Services.

The products, goods and services and technical descriptions are accurate with respect to the manner of operation, technology used and approximate dimensions, volumes and weight. We attempt to be accurate and complete, but we do not warrant that any good or product description is error-free. If you receive a product or good and believe that it materially differs from the product description, your sole remedy will be to return the product to us for a refund in conformance with the return policy listed on the Services. Likewise, we attempt to list the current price for each product, however, prices can change. In these cases, we will notify you before shipping the product with the corrected price give you an opportunity to cancel your order or decide to keep your order.

3. International Orders. By placing your order for shipment outside the United States, you agree to the additional terms contained in this section.

If any package is returned to us because of an incorrect address, because you refuse the package, or for any other reason other than solely because of our error, you will be responsible for our shipping cost for the return and reshipment of the package. If the cost to return the package to us exceeds the cost of the goods ordered, or if you have ordered products that we
are informed cannot be imported into the country of intended delivery, we may instruct the shipping company to abandon the package, but even if we do so, you will remain responsible for payment. Additionally, you are considered the importer of record for all shipments from us, and must comply with all laws and regulations of the country of destination and all laws and regulations the United States imposed on exports to that country. You agree to pay any fees, fines, or other costs charged to us or to you in connection with any non-compliance with laws and regulations of the country of destination. If we decide to allow return of an item that has been rejected because of import or other legal compliance issues, we will refund the purchase price of the merchandise, less any charges we incurred in connection with the shipment, such as quarantine fees, exam fees, demurrage charges, or warehousing fees assessed in the destination country or in the United States upon return of the goods, and less the shipping costs to return the package to us. Supply of goods, services and software through the Services is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Services, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Services if: 1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or 2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

4. Electronic Communications.
When you access or use the Services, send e-mails to us, or receive electronic communications from us, you are, and consent to, communicating with the Company electronically. We may communicate with you by e-mail or by posting notices through one or more of the Services. You agree that all notices, disclosures, agreements, policies, and other communications that the Company provides to you electronically satisfy any requirement that such communications be in writing.

5. How to Order.
You may place an order for goods or services via telephone, email or online portal if available. Please contact us at dnanet@adnas.com for more information.

6. PRICE AND PAYMENT
The cost of a good or service will be determined by Company’s price quotation to you upon contact with the Company sales team, or as listed on the Services. A Company quotation will be valid for 16 weeks, inclusive, based on the initial date of the quote provided to you. In the event that the 16 week period expires or no quote has been sought, the Company’s then-current price list shall apply. You are responsible for the full costs of goods and services you order, and all costs are payable upon placement and acceptance of your order. In the event that such payment is not made, or is declined or rejected, Company may cancel or delay your order as necessary to facilitate payment.

7. Shipment and Delivery
Company will ship goods as such goods are available and will notify you of anticipated shipment date upon ordering. Partial shipments or multiple packages may be sent to You. You will also be notified in the event that shipment will be delayed. You may request a delayed shipment date if desired.
If You order goods which require installation by the Company, such installation date and times will be agreed upon between You and us.

If You order services, such services will be agreed upon between You and us, including scope, duration, and service dates.

Company is not liable or responsible for any loss or damage that may occur to You or your property while awaiting shipment or delivery of goods or services, or any delay of same. Upon full and clear payment, title and possession will pass to You as a retail customer upon delivery by the carrier.

Upon full and clear payment, title and possession will pass to You as a wholesale, government, business, commercial, and/or non-personal customer on an Ex Works basis from our loading dock. In the event that You hire a third-party carrier to obtain and transport goods on your behalf, title and possession will pass to that designated on an Ex Works basis and upon full and clear payment.

In the event that payment is negated or reversed in any manner, title and beneficial ownership revert to Company and Company may repossess such goods and enter premises to repossess such goods, and You hereby agreed to same.

For purposes of this section Shipment and Delivery, each shipment will be treated on an individual basis.

In the event that You, as a non-retail customer refuse shipment or delivery, Company will retain title and beneficial ownership. Company may, in its sole and exclusive discretion, store, destroy or repurpose the goods, and You will be responsible for all attendant costs.

8. Customization.

If You request a customized good or service, You and Company will agree to all requirements and parameters to such good or service in writing. Parameters may include feasibility studies, proof of concept studies, pilot studies, limitations, and the like. Any and all revisions or changes to the good or service will be agreed upon in writing. In the event that a customization is not commercially viable, You or Company may terminate such customization in writing and upon your full payment of all incurred costs.

Company will be the sole and exclusive owner to any intellectual property arising out of a customization.

9. DNA Database.

All goods and services that include Company DNA will be registered in Company database. You may also confirm identifying information for purchased DNA via a Company website, as specified or provided to You. Company will make commercially reasonable efforts to maintain registration of DNA for 3 years, however Company is not liable for loss, corruption or unavailability of information registered in the database.

10. Your License to Access and Use the Services and Ownership

The content, information, software, designs, materials, functions and data included in and contained on the Services (the "Content") are protected by intellectual property and other laws. You must comply with these and any other applicable laws when you use the Services. Unless indicated to the contrary and subject to your strict compliance with these Terms, you may access and use the Services only for information on our product and Company and/or purchase of our products. In connection with these uses, Company grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to: access, copy, download, display, view, use, play and/or print one (1) copy of the Content made available on the Services on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, an "Internet Device"), provided that you: (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services or brands. Any business use, "re-mailing" or high-volume or automated use of Services is prohibited.
We reserve all rights in the Content and the Services that we do not specifically grant in these Terms. Without limitation, you may not modify, distribute, transmit, perform, broadcast, publish, license, reverse engineer, transfer or sell, or create derivative works from, the Services or any Content unless you obtain our prior written approval. You also may not use the Services in a way that could harm us or any third party. For example, you may not use the Services in a way that could:

- damage or interfere with the proper working of the Services;
- intercept any Content or information that we have not intentionally made available to you or defeat any access controls that we have implemented;
- give you access to the Services or Content using any interface other than the interface that we provide, or attempt to "scrape" or "harvest" Content, except if you use a "robot" program in connection with a bona fide internet search engine and we do not instruct you not to access the Services using that program;
- frame the Services, display any Content in connection with an unauthorized logo or mark, or do anything that could suggest falsely a relationship between us and any other party;
- convey unauthorized claims about the curative or health enhancing effects of our products or suggest that we have made such claims; or
- otherwise adversely impact the operation of the Services, the Company, or any third party.

In addition to our other legal rights, we may limit or terminate your license to use the Services, or certain features of the Services, at any time and for any reason, without prior notice to you including our belief you violated these Terms.

11. Registration and Access Restrictions

You may be required to register for an account with us in order to use certain features of the Services, now or in the future. If you elect to take advantage of such features, you must register through the Services by completing the applicable registration form to create your account with a unique username and password. The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to access certain Content or participate in certain features of the Services. You agree to:

- (a) provide true, accurate, current and complete information about yourself when we request it;
- (b) maintain and promptly update this information to keep it true, accurate, current and complete to the extent the Services permit such updates;
- (c) use limited-access portions of the Services only using access credentials that we have issued to you;
- (d) exit your account at the end of each session in which you have logged-in to the Services.

You must maintain the confidentiality of any access credentials that we issue to you and may not share them with any other person. You must notify the Company immediately of any unauthorized use of your credentials or any other breach of security. Even if you notify us, you will be responsible for any activities that occur using your access credentials, including any charges resulting from the use of your account.

12. Privacy

Our Privacy Policy describes our practices with regard to personal information that we collect through the Services. The Privacy Policy is incorporated into these Terms by reference, and by using the Services you agree to our use of any information that we collect from you in conformance with our Privacy Policy.

In your communications with Company, please keep in mind that the Company does not accept or consider any unsolicited ideas or materials for products or services, or even improvements to products or services, such as ideas, concepts, inventions, books, etc. (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Services are deemed User Submissions and licensed to us as set forth above. The Company's receipt of your Unsolicited Ideas and Materials is not an admission by Company of their novelty, priority, or originality, and it does not impair the Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials. Notwithstanding any
custom and practice to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Unsolicited Ideas and Materials and there is no obligation for Company to pay or otherwise compensate you for any of your ideas or materials in any communications with us, whatsoever. You acknowledge that Company conducts research and development in its regular course of business and such User Submissions and/or Unsolicited Ideas and Materials shall not prohibit or curtail Company research and development, even if similar or same ideas or materials are developed.

13. Links to Third Party Site
The Services may contain links to other sites or electronic services that are not operated by Company. These links are provided as a convenience to you. However, we do not represent that we have endorsed or evaluated the information on those other sites or electronic services. Your relationship with the operators of these third-party sites is governed by the terms and conditions and privacy policy, if any, of those sites, and not by these Terms. Therefore, you should review those documents before using the third-party services.

Nor can we be held responsible for the accuracy, relevance, legality or decency of material contained on Services retrieved in searches and/or listed in search results or identified on search results pages.

All trademarks, trade dress, copyright, content, patents, technology, know-how, and additional intellectual property (“Intellectual Property”) disclosed or displayed with the Content and/or on the Services are the sole and exclusive of the Company, and no license or assignment of the Intellectual Property is granted to You under these Terms or your access of the Services.

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We respect the intellectual property rights of others. If you believe that Content on the Services violates your copyright, please send us a notice using the following contact information:
Applied DNA Sciences, Inc.
50 Health Sciences Drive
Stony Brook
New York USA 11790
DEDICATED EMAIL ADDRESS dnanet@adnas.com
Your notice must include:
 a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material;
 information reasonably sufficient to permit us to contact the complaining party;
 a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
Upon receipt of a notice of claimed infringement that satisfies these requirements (or any statement in conformance with 17 U.S.C.§512(c)(3)), we will act expeditiously to review and/or remove such content.

Disclaimers
Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis. We reserve the right to restrict or terminate your access to the
Services or any feature or part thereof at any time. We expressly disclaim all warranties of any kind, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose and any warranties that materials on the Services are non-infringing, as well as warranties implied from a course of performance or course of dealing; that access to the Services will be uninterrupted or error-free; that the Services will be secure; that the Services or the servers that makes the Services available will be virus-free or otherwise free of harmful components; or that information on the Services will be complete, accurate or timely. If You download any materials from the Services, you do so at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such materials. No advice or information, whether oral or written, obtained by You from us or through or from the Services will create any warranty of any kind. We do not make any warranties or representations regarding the use of the materials on the Services in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. We do not make any warranties or representations regarding the use of the materials on the Site in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

In certain states, the law may not permit the disclaimer of warranties, so the above disclaimer may not apply to You.

Limitation of Liability
To the greatest extent permitted by applicable law, neither we, nor our suppliers or third party content providers, will be liable for any direct, indirect, punitive, exemplary, incidental, special, consequential or other damages arising out of or in any way related to: (1) the Services (including any delay or inability to use the Services), (2) any information, products or services advertised in or obtained through the Services, or (3) our removal or deletion of any materials submitted or posted on the Services, whether based on contract, tort, strict liability or otherwise, even if we or any of our suppliers have been advised of the possibility of damages.

You each agree that any dispute proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

Your sole and exclusive remedy for any claims or disputes involving us that are not waived by these Terms will be to discontinue your use of the Services and to seek a refund of the money You paid to us, if any, during the three months preceding your initiation of the claim or dispute. (Such a refund, in any case, will be governed by the applicable refund policy and the terms of sale specified on the Services or in these Terms.)

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification
You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys fees and court costs, arising from or in connection with your use of the Services or our products, goods, or services or any violation or alleged violation by You of these Terms or
applicable law. We reserve the right, at our own expense, to assume exclusive defence and
control of any matter otherwise subject to indemnification by you and, in such case, you agree
to cooperate with us in the defence of such matter. You may not settle any claim covered by this
section or admit any liability on the part of the Company without the Company’s prior written
approval.

Jurisdiction and Venue
The laws of the State of New York govern these Terms and any dispute of any sort that may
arise between you and the Company or its affiliates, without regard to conflict of laws rules, as if
entered into by residents of New York and fully performed therein. You irrevocably consent to
the jurisdiction of the state and federal courts located in or serving the Eastern and Southern
Federal Districts of New York for any action relating to the Services or these Terms.
Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable
relief from any court of competent jurisdiction.
Regardless of any statute or law to the contrary, You must file any claim or action related to use
of the Services or these Terms within one year after such claim or action accrued. Otherwise,
You waive or will waive the claim or action.
We make no representation that Content on any Services is appropriate or available for use in
any particular location. Those who choose to access the Services do so on their own initiative
and are responsible for compliance with all applicable laws including any applicable local laws.

Changes to These Terms of Use
We reserve the right, in our sole discretion, to change these Terms at any time by posting
revised terms on the Services. It is your responsibility to check periodically for any changes we
may make to these Terms. Your continued use of the Services following the posting of changes
to these terms or other policies means you accept the changes.

Termination
These Terms of Use constitute an agreement between you and the Company, which the
Company may terminate in its sole discretion, in whole or in part, at any time and for any
reason. If the Company terminates this agreement with You, You may no longer access the
Services. Upon termination of this agreement and/or your access to the Services, You will
immediately destroy any copies of any Content, whether in printed or software format.
Otherwise applicable portions of the Terms survive termination of these Terms of Use, including
applicable portions of the sections relating to No Professional Advice or Medical Information;
User Submissions; Links to Third Party Websites; Electronic Communications; Disclaimers;
Limitation of Liability; Indemnification; Jurisdiction and Venue; Termination; and Entire
Agreement, Severability, No Waiver.

Entire Agreement; Severability; No Waiver
These Terms, together with the Privacy Policy incorporated within them by reference and any
policies that we post on the Services, including the Mobile Alerts Terms of Use, constitute the
entire agreement of the parties with respect to the subject matter hereof and supersede all prior
or contemporaneous communications and proposals, whether oral or written, between the
parties with respect to such subject matter. If any provision of these terms is deemed unlawful,
void or unenforceable, the remaining provisions will remain in place and the invalidated
provision will be deemed replaced by an enforceable provision that most closely reflects the
intent of the parties.
Our failure to exercise or enforce any right or provision in these Terms will not constitute a
waiver of that right or provision or any other rights or provisions included within the Terms.