

# Terms of Use

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Welcome to Genotek, a non-medical personal genetic information, screening and analysis service provided by Genotek holdings Ltd. (“**Company**” or “**GENOTEK**” or “**we**” or “**our**” or “**us**”), which is accessible to eligible users through GENOTEK’ websites at <https://www.genotek.eu> and/or through such other websites and/or mobile applications that GENOTEK may develop in the future. The Genotek™ service and associated websites and mobile applications, whether existing now or in the future, including all content, data, information, reports, software, tools, links and resources provided by GENOTEK on or through the Genotek™ service and associated websites and mobile applications, are referred to hereinafter collectively as the “**Service**”.

These Terms of Use govern the use of the Service by eligible members of the public (“**you**”), and you agree to be bound by these Terms of Use when using the Service. If you do not agree with anything stated in these Terms of Use, please do not use the Service.

## 1. IMPORTANT DISCLAIMERS.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE AS FOLLOWS:

- GENOTEK DOES NOT PROVIDE MEDICAL ADVICE, MEDICAL DIAGNOSIS, OR RECOMMENDATION FOR MEDICAL TREATMENT, AND DOES NOT PROVIDE GENETIC ANALYSIS OR REPORTS REGARDING DISEASES OR MEDICAL CONDITIONS OR TENDENCIES FOR DISEASES OR MEDICAL CONDITIONS.
- THE SERVICE IS NOT INTENDED TO CONSTITUTE OR SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. If you need advice regarding diagnosis, treatment, or prevention of any disease, health or medical condition, you should consult with your doctor or other qualified health care professionals.
- YOU SHOULD NEVER USE THE SERVICE OR ANY INFORMATION OBTAINED THROUGH THE SERVICE FOR SELF-DIAGNOSIS, TREATMENT, OR PREVENTION OF ANY DISEASE OR HEALTH OR MEDICAL CONDITION. IF YOU DO, YOU DO SO SOLELY AT YOUR OWN RISK.
- THE SERVICE AND ALL INFORMATION PROVIDED THROUGH THE SERVICE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.
- THE SERVICE AND GENETIC INFORMATION PROVIDED BY GENOTEK ARE FOR RESEARCH, INFORMATIONAL, AND EDUCATIONAL USE ONLY, AND ARE NOT INTENDED FOR USE IN THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS, IN THE CURE, MITIGATION, TREATMENT OR PREVENTION OF DISEASE, OR FOR THE ASSESSMENT OF A HEALTH CONDITION. The genetic discoveries that we report have not been clinically validated, and the technology we use, while used by the research community, is not appropriate for use in clinical testing.
- GENETIC INFORMATION IS ONLY PART OF THE RELEVANT INFORMATION FOR ASSESSING ANY GIVEN TRAIT OR LIKELIHOOD NOTED IN GENETIC TESTING. GENOTEK believes that (a) genetics is only part of the picture of any individual's state of being, and (b) the state of the understanding of genetic information is rapidly evolving and at any given time we only comprehend part of the picture of the role of genetics. For these reasons, GENOTEK cannot and does not guarantee that genetic information provided through the service will be accurate, complete, or conclusive. Genetic information provided through the service should not be relied upon for any reason without independent verification by qualified independent experts.

- THE SERVICE MAY INCLUDE REFERENCES AND/OR LINKS TO THIRD PARTY PROVIDERS OF GENETIC INFORMATION PRODUCTS AND SERVICES (SUCH AS 23ANDME, ANCESTRY.COM, ETC.) (“**THIRD PARTY DNA SERVICES**”) AND THE SERVICE MAY ENABLE YOU TO TRANSFER YOUR INFORMATION AND DATA TO AND FROM SUCH THIRD PARTY DNA SERVICES. THE SERVICE MAY ALSO PROVIDE YOU THE OPTION TO CREATE ACCOUNTS WITH SUCH THIRD PARTY DNA SERVICES, AND IF YOU OPT TO CREATE SUCH ACCOUNTS, THEY WILL BE CREATED DIRECTLY WITH THE THIRD PARTY DNA SERVICES. GENOTEK DOES NOT OWN OR CONTROL SUCH THIRD PARTY DNA SERVICES AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THEIR GENETIC INFORMATION PRODUCTS OR SERVICES, AND DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH THIRD PARTY DNA SERVICES. Your purchase and use of Third Party DNA Services will be governed by the terms and policies of the applicable third party provider, and not by these Terms of Use or GENOTEK’ other terms or policies. Your correspondence or business dealings with, or participation in promotions of, Third Party DNA Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such Third Party DNA Services. You acknowledge and agree that GENOTEK shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Third Party DNA Services on the Service. Any claim or dispute arising from or related to your purchase or use of Third Party DNA Services must be resolved between you and the applicable third party provider.
- ONCE YOU KNOW YOUR GENETIC INFORMATION, THE KNOWLEDGE IS IRREVERSIBLE. The information you receive may not be positive and may be upsetting to you or to others with whom you choose to share the information. If you elect to upload your Raw Data or do genetic testing and analysis, you do so at your own risk.
- Under no circumstances will GENOTEK be responsible or liable for any injury (including emotional distress, mental anguish, bodily injury, and death) or loss arising from or related to your use of the Service or any information obtained through the Service (including any action or inaction by you based on such information), or your use of any Third Party DNA Services (including any genetic information you obtained from Third Party DNA Services), or your failure to consult with qualified independent experts or seek professional medical advice, diagnosis, or treatment.

## 2. Genetic Counseling.

Genetic testing and analysis may not be for everyone. If you are unsure about whether or not to do genetic testing and analysis, consult with your doctor, a genetic counselor, or other qualified health care professional first so that you can make an informed decision. If, after the testing and analysis, you need help with understanding or interpretation of the results, or if you have questions regarding the results, you should also consult with your doctor, a genetic counselor, or other qualified health care professional.

## 3. Eligibility.

To be eligible to use the Service, you must be *at least 18 years of age* and have legal capacity to agree to these Terms of Use, and your use of the Service must not violate any applicable law or regulation in the jurisdiction in which you reside.

*No one under the age of 18 is permitted to use the Service.* However, parents and legal guardians who are otherwise eligible to use the Service may use the Service to obtain genetic information about their children under the age of 18.

## 4. Privacy.

GENOTEK respects and values the privacy of users of the Service. Please read our Privacy Policy for information on our data collection, use, and sharing policies and practices in connection with the Service.

## 5. Compliance with Laws.

Your use of the Service is subject to applicable laws and regulations and compliance with such applicable laws and regulations is entirely your responsibility.

## 6. Reservation of Rights.

We reserve the right to modify and discontinue all or any part of the Service at any time in our sole discretion, with or without notice to you. We will not be liable to you or to any other user, if for any reason all or any part of the Service becomes unavailable at any time or for any period. We also reserve the right to suspend or terminate your account and your access to the Service, if we determine, in our sole judgment, that you are in violation of these Terms of Use or any applicable law or regulation, or that your use of the Service may expose GENOTEK to liability of any kind, or may adversely affect the reputation or goodwill of GENOTEK or the Genotek™ brand.

## 7. Use of the Service.

A main feature of the Service is genetic traits analysis, which allow you to learn and discover personal (non-medical) genetic traits (“**Traits**”) about yourself and/or others (if you have legal authority to obtain such information about them, or if they have given you authorization to obtain such information about them) in multiple categories including food/nutrition, sports/exercise, personality, physical characteristics, and intelligence (the “**Traits Analysis**”).

In order to identify a person’s relevant Traits, GENOTEK needs to first collect information about that person’s genotypes that is obtained through genetic testing (“**Raw Data**”). GENOTEK collects Raw Data in one of two ways:

1. You can upload to the Service Raw Data obtained from a reputable third-party genetic testing source (23andMe, Ancestry.com, etc.) (“**Third Party Source**”), which GENOTEK can then analyze for the purpose of identifying relevant Traits; or
2. You can provide us your login information (e.g., username and password) for a Third Party Source, which GENOTEK can then use to access your Raw Data. If you choose to provide us your Raw Data through this method, you hereby authorize us to use your login information for the Third Party Source for the purpose of accessing your Raw Data.

The results of the Traits Analysis (i.e., individualized Traits information and reports) are viewable only through the Service (by logging into a password-protected account).

## 7.1 Account Registration.

In order for GENOTEK to collect Raw Data for the purpose of conducting the Traits Analysis, you must first register an account on the Service, and registration is free. By registering an account on the Service, you warrant that you are eligible to use the Service pursuant to Section 4 of these Terms of Use and that all account information you provide to us is your own information (or your child's information) and is truthful and accurate. You understand and agree that we may immediately suspend or terminate your account if we have any reason to believe that you have misrepresented or provided false account information to us. It is your responsibility to keep your account information accurate and current. As the account holder, you are responsible for safeguarding your account login information (username and password), and you should notify us immediately in the event your account login is lost, stolen, or used by another without your permission. You are responsible for all activities on your account, including activities by anyone whom you allow to access your account.

## 7.2 Informed Consent.

In order for GENOTEK to collect Raw Data for the purpose of conducting the Traits Analysis, you must also submit a properly completed and signed consent form (the “**Informed Consent**”) to GENOTEK. In addition, GENOTEK may ask you to fill out a personal health and family history questionnaire (the “**Questionnaire**”), but this is optional and is not required.

## 7.3 Raw Data.

By uploading your Raw Data from a Third Party Source to the Service, or by providing us your login information for a Third Party Source to enable us to access your Raw Data, you expressly give permission to GENOTEK to perform genetic testing and Traits Analysis on your DNA and you specifically request GENOTEK to disclose the testing and analysis results to you and to others you specifically authorize.

If you let GENOTEK collect and analyze Raw Data about another person by uploading another person's Raw Data to the Service), or providing us another person's login information for a Third Party Source to enable us to access such person's Raw Data, ***you warrant that: (i) you either have legal authority to do so (e.g., if you are a parent or legal guardian and are allowing GENOTEK to collect and analyze Raw Data about your child under the age of 18), or have obtained express authorization from such person to allow GENOTEK to collect and analyze Raw Data about him/her; and (ii) you are not an insurance company or an employer attempting to obtain information about an insured person or an employee.*** Also, if you let GENOTEK collect and analyze Raw Data about another person, you are deemed to be submitting the Informed Consent (and the Questionnaire, which is optional) for and on behalf of such person.

If you upload Raw Data to the Service from outside the United States, or provide us your login information for a Third Party Source to enable us to access your Raw Data, you warrant that doing so does not violate any law or regulation in the country or jurisdiction in which you reside, and you expressly authorize and consent to GENOTEK processing, testing, analyzing, using and storing such sample or Raw Data (as the case may be) and all resulting genetic and Traits information, in the United States.

## 7.4 Subscription.

Access to certain premium features of the Service will require a monthly or annual subscription or à la carte purchase. For example, a monthly subscription is required if you wish to unlock all Traits available from GENOTEK, plus any new Traits that GENOTEK may introduce from time to time.

By making a subscription or à la carte purchase from GENOTEK, you warrant that you are the account holder (or an authorized user) of the payment card that you use to pay for your purchase, and that there are sufficient available funds on the card to cover your purchase. We may immediately suspend or terminate your account if we have any reason to believe that you have misrepresented or provided false payment information to us.

Prices and other terms for subscription and à la carte purchases may change at any time. The price and terms in place when you made your initial purchase or when your subscription last renewed will stay in effect for the then-current period of your subscription, but new prices and terms may apply to renewals or new subscription purchases. GENOTEK will give you advance notice before new prices or terms go into effect. If you do not want to renew your subscription under the new price or terms, you may cancel your subscription as described below.

**NO REFUND; AUTOMATIC RENEWAL; CANCELLATION:** Unless expressly otherwise specified by GENOTEK, all subscription and à la carte purchases made on the Service are **FINAL AND NON-REFUNDABLE**. A monthly subscription is subject to automatic billing and renewal, unless you cancel the subscription **no later than two (2) business days before the next scheduled billing/renewal date**. To cancel, please log into your account on the Service and then go to the tab “**PLANS**” and follow the instructions. Timely cancellation will stop automatic billing/renewal and will take effect immediately (usually on the same day). **This means that, on the day of your cancellation, your account on the Service will be deactivated, and you will no longer have access to any area of the Service that requires an active account.** To illustrate, if you purchase a monthly subscription on May 25, 2022, your subscription will automatically renew on June 25, 2022, unless you cancel no later than June 20, 2022 (which is two business days before June 25). Suppose that you cancel your subscription on June 15, 2022. In such case, cancellation will take effect on June 15, 2022, and your account will be deactivated on that day, upon which you will lose access to any area of the Service that requires an active account. On the other hand, if you don't cancel by June 20, 2022, then your subscription will automatically renew (and your payment card will automatically be charged) on June 25, 2022 for another 30 days.

You must review and agree to our Auto-Renewal Terms prior to signing up for any subscription service.

## 8. Ownership; Grant of Licenses.

### 8.1 Our Ownership of the Service.

You expressly acknowledge and agree that, *other than User Data* (as defined in Section 9.3 below), GENOTEK and its affiliates, licensors and partners and their respective successors and assigns (collectively, “**GENOTEK and Related Parties**”) retain sole and exclusive ownership of all worldwide right, title and interest, including all copyrights, patent rights, trade secret rights, and other intellectual property and proprietary rights, in and to the Service, including all content, data, information, reports, software, tools, links and resources comprised in the Service or provided through the Service, as well as all technologies used by GENOTEK to provide and operate the Service. Other than a limited license to use as provided in Section 9.2 below, you have and acquire no other right or license with respect to the Service or any portion or component thereof. Unless expressly authorized by applicable law or in writing by GENOTEK, you may not copy, reproduce, publicly perform or display, transmit, modify or otherwise create derivative works from, sell, distribute, or otherwise make unauthorized use of the Service or any portion or component thereof. Any unauthorized use of the Service or any portion or component thereof is strictly prohibited and may result in civil and/or criminal penalties. GENOTEK and Related Parties reserve all rights not expressly granted herein. There are no implied rights or licenses granted to you under these Terms of Use.

The Genotek™ name and logo and all other marks, logos, and other business identifiers of GENOTEK are registered or unregistered trademarks of GENOTEK (collectively, “**Company Trademarks**”). Any unauthorized use of our Company Trademarks is strictly prohibited and may result in civil and/or criminal penalties.

Third-party marks and logos appearing on the Service are the property of their respective owners.

### 8.2 Our License to You; Conditions of Use.

Subject to your compliance with these Terms of Use and all applicable laws and regulations, GENOTEK grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited personal license to access the Service **for your lawful personal and noncommercial uses only**.

For any individualized Traits information or reports (in any format or medium) you lawfully obtain from the Service, the foregoing license allows you to keep such information or reports for lawful personal and noncommercial uses only, and **NOT for publication, distribution, sale or transfer to others** (except that you may share such information or reports with family members, friends, and health care professionals, as long as it is for lawful personal and noncommercial uses only). Unless expressly authorized by applicable law or in writing by GENOTEK, you may not copy, reproduce, publicly perform or display, transmit, modify or otherwise create derivative works from, sell, distribute, or otherwise make unauthorized use of any individualized Traits information or reports obtained from the Service.

As a condition to your use of the Service, you expressly agree **not** to:

- use the Service in violation of these Terms of Use or any applicable law or regulation;
- use the Service for any unauthorized, fraudulent, or malicious purpose;
- use the Service in violation of any privacy, property, or other right of another person, including, without limitation: impersonating another person on the Service, or when you have no legal authority or valid authorization to do so, (i) registering an account on the Service in the name of another person, (ii) uploading another person's Raw Data to the Service, or (iii) providing us another person's login information for a Third Party Source to enable us to access such person's Raw Data;
- use the Service for any business or commercial purpose;
- use the Service in any manner that, in our sole judgment, could damage, disable, overburden, impair or interfere with others' use of the Service;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code or algorithm associated with the Service;
- use any robot, spider, or other automatic device, program, process, or means to access the Service, including for monitoring or copying any content or information from the Service;
- access or attempt to access any Service system, server, hardware, software, account, content, report, data, or information that you are not authorized to access; and
- upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- engage in framing, mirroring, or otherwise simulating the appearance or function of the Service.

You further expressly acknowledge and agree that your use of any software comprised in the Service, including any downloadable software application you install on a computer or mobile device, is subject to the following additional conditions:

- Any such software is licensed, and *not* sold or transferred, to you.
- You may not redistribute, sell, offer to sell, lend, rent, lease, transfer, or otherwise furnish any such software to a third party.
- You may not modify, translate, or otherwise make derivative works from, or reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, any such software.
- You may not bypass, disable, deactivate, or render ineffective (or attempt to do so) any security mechanism or firewall associated with any such software.
- You may not download, install, use, export, or re-export any such software or any underlying information or technology except in full compliance with U.S. export control laws and regulations.
- From time to time we may make software updates to the Service, and you understand that it may be necessary for you to download and install such updates in order for the Service to work properly on your computer or mobile device.

## 8.3 User Data.

Subject to the license granted by you to GENOTEK and Related Parties as provided below, you retain ownership of all “**User Data**,” which means and includes the following:

- “**Account Information**,” which refers to personal information (including, without limitation, name, email address, mailing address, phone number, date of birth, and payment card information) you provide to us when registering an account on the Service or making a purchase from us;
- “**Self-Reported Information**,” which refers to personal health and family history information you provide to us voluntarily (such as by completing the optional Questionnaire described in Section 8.2 above); and
- “**Genetic Information**,” which refers to all Raw Data you let GENOTEK collect for conducting the Traits Analysis and all personal Traits information provided to you by GENOTEK resulting from the Traits Analysis; **provided, however, that you expressly acknowledge and agree that GENOTEK owns and retains copyrights and other intellectual property rights in and to all protectable elements contained in the results of the Traits Analysis, including text, graphics, images, tables, charts, diagrams, notes, commentaries, and other original content contained therein, as well as the original selection, arrangement, and organization of the individualized Traits information.**

With respect to User Data, you expressly acknowledge and agree as follows:

- Your *Account Information* will be used and shared as disclosed in our Privacy Policy.
- By accessing the Traits Analysis feature of the Service, you expressly grant to GENOTEK and Related Parties a worldwide, non-exclusive, royalty-free, fully paid up, sublicensable and transferable license to collect, store, process, test, analyze, compare, index, use, reproduce, and otherwise exploit your *Self-Reported Information* and *Genetic Information* (whether such information pertains to you or another person) for any and all lawful purposes including, without limitation: (i) operating and providing the Service; (ii) making improvements and modifications to the Service; (iii) developing new genetic information products and services; (iv) conducting research in the fields of genomics and genetics; and (v) combining your and other users’ *Self-Reported Information* and *Genetic Information* to compile and generate *aggregated and anonymized data about users of the Service* (no individual user will be identified or reasonably identifiable in such data) (“**Aggregated and Anonymized Data**”), and publishing, distributing, selling, licensing, and otherwise exploiting such data.
- We will delete your User Data: (i) as provided in our Privacy Policy; (ii) upon receipt of a written request from you (however, we reserve the right to verify your identity before acting on your request); (iii) upon deactivation of your account; (iv) if required to do so pursuant to applicable law or a valid court or government order; or (v) when we determine (in our sole discretion) that it is advisable to do so.
- All Aggregated and Anonymized Data will belong to GENOTEK and Related Parties and may be used, exploited, and retained *indefinitely* by GENOTEK and Related Parties.
- **Unless otherwise provided in a separate written agreement entered into by you and GENOTEK, you will not receive any compensation, credit, or attribution, and you expressly waive any and all rights and claims to compensation, credit, and attribution, with respect to any research conducted, any new product or service developed, or any improvement to the Service made by GENOTEK and Related Parties utilizing your Self-Reported Information and Genetic Information.**

## 8.4 User Feedback.

If you submit to GENOTEK any ideas, stories, comments, reviews, testimonials, suggestions, or other feedback (whether solicited or unsolicited) regarding the Service (collectively, “**Feedback**”), you expressly acknowledge and agree that: (i) GENOTEK and Related Parties will be free to copy, use, publish, adapt, and otherwise exploit your Feedback in perpetuity and throughout the world for any and all business purposes, including, without limitation, for publicity, advertising and promotion, product and service improvement, and development of new products and services; (ii) your Feedback submission is voluntary and consensual and is made without any condition or reservation of rights, including, without limitation, any condition of compensation, payment, credit, attribution,

secrecy, or confidentiality; (iii) your Feedback submission does not give rise to any contractual, fiduciary, or confidential relationship of any kind (whether express or implied) between you and GENOTEK; and (iv) your Feedback may be used and retained indefinitely by GENOTEK and Related Parties.

## 9. Disclaimer of Warranties; Limitations of Liability.

You expressly acknowledge and agree as follows:

- THE SERVICE AND ALL INFORMATION PROVIDED THROUGH THE SERVICE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GENOTEK AND RELATED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND ANY INFORMATION PROVIDED THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GENOTEK AND RELATED PARTIES DO NOT WARRANT THAT: (i) THE SERVICE WILL BE RELIABLE OR USEFUL, OR WILL MEET YOUR EXPECTATIONS; (ii) THE SERVICE WILL BE ERROR-FREE, OR ANY DEFECTS OR ERROR IN THE SERVICE WILL BE CORRECTED; (iii) THE SERVICE WILL BE UNINTERRUPTED OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; OR (iv) THE SERVICE WILL BE SECURE AND FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GENOTEK AND RELATED PARTIES BE LIABLE TO YOU OR ANY OTHER USER (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, MENTAL ANGUISH, LOSS OF USE, AND LOSS OF DATA) ARISING OUT OF OR RELATED TO (i) THE SERVICE OR ANY INFORMATION PROVIDED THROUGH THE SERVICE OR (ii) YOUR USE OF (OR INABILITY TO USE) OR YOUR RELIANCE ON THE SERVICE OR ANY INFORMATION PROVIDED THROUGH THE SERVICE, EVEN IF GENOTEK AND RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GENOTEK AND RELATED PARTIES BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF OR RELATED TO (i) THE SERVICE OR ANY INFORMATION PROVIDED THROUGH THE SERVICE OR (ii) YOUR USE OF (OR INABILITY TO USE) OR YOUR RELIANCE ON THE SERVICE OR ANY INFORMATION PROVIDED THROUGH THE SERVICE, IN A TOTAL AMOUNT THAT EXCEEDS THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO GENOTEK DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE FOR WHICH DAMAGES ARE CLAIMED, OR FIFTY U.S. DOLLARS (US\$50.00), WHICHEVER IS GREATER.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, DAMAGES, OR LIABILITIES, SOME OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION 10 AFFECTS ANY CONSUMER RIGHT OR REMEDY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



## 10. Indemnification; Hold Harmless.

You agree to indemnify and hold harmless GENOTEK and Related Parties and their respective shareholders, investors, members, officers, directors, employees, agents, representatives, advisors, and contractors from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to: (i) your use or misuse of the Service or any third party product or service; (ii) any Raw Data uploaded by you or accessed by us; (iii) your violation of these Term of Use or any applicable law or regulation; (iv) your violation of any intellectual property, privacy, contractual, or other right of any other person or entity; or (v) any agreement or purchase transaction you enter into with a third party product or service provider. GENOTEK reserves the right, at our own expense, to assume the exclusive defense and settlement of any claim for which you are required to indemnify us and you agree to cooperate with our defense and settlement of such claim.

## 11. Governing Law; Jurisdiction.

These Terms of Use shall be governed by and construed in accordance with the laws of Cyprus (without regard to the conflict of laws provisions thereof). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use.

## 12. Limitation on Time to File Claims.

YOU AGREE THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST GENOTEK ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SERVICE OR ANY INFORMATION PROVIDED THROUGH THE SERVICE, MUST BE BROUGHT **WITHIN ONE (1) YEAR** AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OR BE PERMANENTLY BARRED.

## 13. Changes.

From time to time, we may modify these Terms of Use to accommodate new technology, industry practices, regulatory requirements, or for other purposes. If we make a material change to the TOS, we will provide you with notice thirty (30) days prior to the effective date of the change by posting a notice on our website or sending a message to the email address associated with your account. Unless you notify us within thirty (30) days from the time you receive notice of the new terms that you do not agree to the terms, you will be deemed to have agreed to the new TOS. If any change to the TOS is unacceptable to you, you may stop using our Services and delete your account at any time. You acknowledge and agree that if you use the Services after the date on which the TOS have changed, Genotek will treat your use as acceptance of the updated TOS.

## 14. Electronic Communications.

When you communicate with the Company through the Service or send us email, you are communicating with us electronically. You hereby: (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. The foregoing does not affect any rights you may have which cannot be waived under applicable law.

## **15. Miscellaneous.**

These Terms of Use (together with our Privacy Policy, the Informed Consent submitted by you, and any other legal notices referenced herein) constitute the entire agreement between you and GENOTEK concerning the Service. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, all of which shall remain in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. The provisions of Sections 2, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of these Terms of Use shall survive any termination of these Terms of Use.

## **16. Contact Information.**

The Service is provided by GENOTEK, Inc. If you have any questions, complaints, or claims with respect to the Service, you may contact us at [support@genotek.eu](mailto:support@genotek.eu).