

# Terms Of Service

Effective Date: June 01, 2020

## Definitions

‘Apps’ means our mobile apps for Android and iOS.

‘21<sup>ST</sup> Century Health Analytics’, ‘GENIXPRO™’, ‘21CHA’, ‘NYAH™’, ‘we’, ‘us’ or ‘our’ means 21<sup>ST</sup> Century Health Analytics Pte. Ltd., a company incorporated in Singapore, with registration number (UEN): 202015094G. Our registered office is at 160 Robinson Road, #26-02, Singapore 068914.

‘Data Protection Legislation’ means the Personal Data Protection Act 2012 (PDPA), the General Data Protection Regulation (EU) 2016/679 (GDPR), and the Personal Information Protection and Electronic Documents Act (PIPEDA) or its successor or equivalent and all applicable laws and regulations relating to the processing of personal data and privacy.

‘Genetic Information’ means information about the structure of proteins, encoded as a base sequence of nucleotides according to the genetic code.

‘Intellectual Property Rights’ means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

‘Personal Data’ is information that can be used to identify you, either alone or in combination with other information, as defined in the Data Protection Legislation. You can find out how we collect and process your personal data in our Privacy Policy.

‘Privacy Policy’ means the privacy policy available at <https://www.genixpro.com/privacypolicy.html>, as updated periodically.

‘R&D’ means research and development activities performed by us or third parties on de-identified Genetic Information of a User. R&D may include, among other things, improving our Services and/or offering new products or Services to you; conducting analysis of data for the purposes of commercialization (with or without a third party) and conducting quality control activities.

‘Service’ or ‘Services’ means our Testing Services, health and wellness Services, collection and analysis of your saliva and/or stool samples, provision of saliva and stool testing kits (e.g. GENIXPRO™ Gut Health Screening), tracking solutions like our questionnaires, Apple Health, Google Fit, Fitbit integration, products, Services, provision of the Website and Apps (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by the User, regardless if the use is in connection with an account or not.

‘Testing Services’ means our genetic or blood testing Services, ultrasound, radiology and imaging services, analysis of your saliva and/or stool samples, and the results of the testing as presented in a report that will be available via your online personal account on the Website or Apps. When we speak about our Service or Services, this includes Testing Services.

‘Self-Reported Information’ means any details shared with us by the User. It may include Personal Data and other information related to your health, lifestyle, traits, ethnicity, family history, personal medical history, and other information that you enter in surveys, forms or features while entering our Website or Apps. Self-Reported Information is used in our R&D where consent has been given.

‘Website’ means [www.genixpro.com](http://www.genixpro.com), [www.genixpro.app](http://www.genixpro.app), [www.nyah.live](http://www.nyah.live)

‘User’, ‘you’, or ‘your’ means you, and the person being authorized on your behalf to use our Services by agreeing to these terms and conditions.

'User Content' means all other information provided by Users to or via the Services not including Genetic Information and Self-Reported Information.

'Online review or counseling session' is a consultation provided by a registered physician, nutrition specialist, genetic counselor, healthcare practitioner and/or scientist to the Consumer in real-time via Microsoft Teams, WhatsApp or other agreed means of communication. The consultation is carried out by a registered physician, nutrition specialist, genetic counselor, healthcare practitioner and/or scientist. The subject is the explanation of the test results with the help of the client's test results, the possibilities of their application, as well as answers to the client's questions from the field of nutrition or general health and wellness. The consultation does not concern the state of health of the Consumer and is not aimed at obtaining any medical advice or diagnosis by the Consumer.

## 1. Terms and Conditions

### **1.1 What these terms and conditions cover.**

These are the terms and conditions governing all our Services to you, including laboratory testing, testing kits for the return of your saliva and/or stool samples, which we may provision directly, or in some cases, through one of our resellers and partners.

### **1.2 Why you should familiarize yourself with these terms and conditions.**

Please read these terms carefully before you submit your order to us and/or register a user account on our Website or Apps. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. You cannot use our Services without expressly agreeing to these terms and conditions.

## 2. Information about us and how to contact us

### **2.1 Who we are.**

We are 21<sup>ST</sup> Century Health Analytics Pte. Ltd., a company incorporated in Singapore, with registration number (UEN): 202015094G. Our registered

office is at 160 Robinson Road, #26-02, Singapore 068914. We presently operate brands and services including GENIXPRO™ and NYAH™

## 2.2 How to contact us.

You can contact us by email at [EHS@genixpro.com](mailto:EHS@genixpro.com), reach out to our customer service team at [+65-66184291](tel:+65-66184291) or mail us at 160 Robinson Road, #26-02, Singapore 068914. Please note that any interaction between us via social media will not be recorded as part of our quality systems and that any questions or complaints about these terms or the Services should be submitted to us by telephone, email or post.

## 2.3 How we may contact you.

If we have to contact you, we may do so by email at the email address you provided to us when you registered your user account (or when you have not registered a user account, the email address in your order).

## 2.4 'Writing' includes emails.

When we use the words 'writing' or 'written' in these terms, this includes emails. Email is the preferred mode of communication between you and us.

### 3. Acceptance of Terms

3.1 You agree to use our Services (excluding any Services provided by us under a separate agreement) in accordance with these terms and conditions.

3.2 These terms and conditions apply to Users residing worldwide (except for residents in countries and jurisdictions that restrict direct-to-consumer access and use of genetic information, whether standalone or in combination with other biomarkers, for general assessment of health and wellbeing purposes). We may also offer other Services from time to time that are governed by different terms and conditions. We reserve the right to restrict access to the Services to any User at any time due to changes in applicable law or regulation.

3.3 Except as specified herein, these terms and conditions apply to any use of the Services, including but not limited to:

- a. Creating and using a free Service account without providing your saliva and/or stool sample or Genetic Information;

- b. Submitting a saliva and/or stool sample for DNA extraction and processing; and/or
- c. Submitting or uploading a digital version of your genetic or other biomarker information and interacting with it on our website or apps.

3.4 By using the Services, you agree to these terms and conditions. You may not use the Services if you do not accept any of these terms and conditions.

3.5 The terms and conditions can be accepted by either: (a) clicking accept or agree to the terms and conditions where this option is made available to you by us for any Service, and/or (b) acknowledgment of any consent document; and/or (c) continuous use of the Services. In this case, you accept and agree that we will treat your continued use of the Services as implied acceptance of the terms and conditions from that point onward.

3.6 Your use of the Services is also subject to any applicable terms, policies or rules that we may post or provide links to. This includes the Privacy Policy and consent documents. All such applicable terms, policies and rules are considered part of these terms and conditions.

3.7 Some of the Services (both existing and new) may be subject to additional terms and/or conditions. When you first use these Services, we will bring this to your attention. The terms for such Services are subject to revision or change, like the rest of the terms and conditions. When any such changes are made, we may provide notice as described in the terms and conditions.

3.8 When using particular elements of our Services, you may be subject to additional guidelines or rules applicable to such Services and such guidelines or rules may be made available to you through such Service from time to time. These guidelines or rules form part of these terms and conditions.

#### 4. Eligibility

4.1 You may not use the Services and may not accept the terms and conditions, either on behalf of yourself or those for whom you have the legal authority to accept, if:

- a. you cannot enter a legally enforceable contract with us (whether due to age, capacity or otherwise);
- b. you are not eighteen (18) years of age or other age of majority in your country of residence; or

c. it is not lawful to access the Services in your current jurisdiction.

4.2 If you purchased our testing kit(s) through a reseller, and find out when you register and accept our terms and conditions, that you are not eligible for our Testing Services, please contact the reseller to find out about their return policy.

4.3 You may not use the Services if you are using the Services for a business or commercial purpose, or any purpose other than personal use, unless authorized in writing by us.

## 5. Our Services

5.1 The Services include access to our Website and Apps and its personal genetic Services, which include the collection, extraction, and analysis of your Genetic Information, based on saliva and/or stool sample or if applicable\* the electronic transmission of your Genetic or Biomarker Information from other sources at your direction. Unless stated, each new feature that is added to the current Services will be subject to the terms and conditions. You accept and agree that the Services are provided 'as is' and without any warranty, express, implied or otherwise.

5.2 You acknowledge and agree that while we use our best endeavors to provide the Services in accordance with the latest scientific research and technology, as such research and technology evolves or the legal, regulatory and business environment changes, the nature of Services that we make available to you may change. Therefore, we may at our sole discretion, suspend or terminate access to any aspect of the Services.

5.3 You may stop using the Services at any time, however, if you are on our subscription plan or wish to close your account, you will need to inform us prior to such discontinuation and use of our Services.

5.4 We assume no responsibility for the use of Services outside these terms and conditions or other applicable terms.

5.5 Service Language. Our Service is available in English.

## 6. How we may use your personal data

### 6.1 How we may use your Personal Data.

We may use the Personal Data you provide to us only in accordance with our

Privacy Policy, which can be read [here](#). The Privacy Policy forms part of these terms and it is important that you read and understand it. If you have any questions about the privacy statement or there is anything that you do not understand, please contact us at [EHS@genixpro.com](mailto:EHS@genixpro.com) with the keyword 'Privacy Policy' in the e-mail subject. You acknowledge and consent that that your personal data and biomaterial may be processed in Asia. Our Privacy Policy is compliant with GDPR and PIPEDA and our Data Protection Officer is committed to ensuring compliance with your privacy rights under various jurisdictions.

## 6.2 Our Privacy Policy sets out:

- a. the types of Personal Data and samples we collect from you;
- b. what we do with your Personal Data and samples (consumer confidentiality);
- c. where we store your Personal Data and samples (tissue sample location) and for how long (duration of storage); we may store your samples for up to one year, we may extend this storage period if appropriate in accordance with our legitimate interests. You have the right at any time to withdraw your samples (see clauses 15 and 16)
- d. the measures we take to protect the security and confidentiality of your Personal Data, our policy on data protection, security, access, location and samples;
- e. how you may access the data we hold about you and the samples stored (access by law); and
- f. how to notify us if you no longer want us to store your Personal Data and samples.

## 7. Accreditations

7.1 Both the container used to collect the sample and the software used to test the samples are marked with a CE Mark. A CE mark is a logo that is placed on a medical device to show that the device is fit for its stated intended purpose and complies with EU legislation relating to safety.

7.2 Your sample will be tested within test laboratories that are accredited to International Standards (CLIA, CAP, ISO 15189) by a Notified Body. A Notified Body is a body appointed by a national or international government or other authority to assess conformity with regulatory or other standards.

## 8. Important Issues Regarding Our Services

8.1 The knowledge of your Genetic Information provided by your GENIXPRO™ Health Screening Test results cannot be unlearned. It is important not to assume that these results will be positive, nor that advances in genetic research may subsequently yield a positive outcome regarding your Genetic Information. Should there be advances in genetic research, you may require further Services from us, your attending physician, or an alternative health care provider.

8.2 Situations may arise in which the laboratory is not able to process your sample, or the analysis of said sample may result in errors. It may not be possible to analyze your Genetic Information due to insufficient volume of saliva and/or stool, or should the processing of your genetic material fail to pass our quality standards for accuracy. Should your sample fail the initial processing for any of these reasons, we may process your sample a second time at a nominal additional fee\*. In the case that the second processing of your genetic material fails, you will receive another kit for sample collection from us at a nominal additional fee\*. If the processing fails again upon reception of the second sample, you (or the person who is the recipient of the kit) will not receive another sample collection kit from us. A partial refund\* of the amount paid to us may be offered upon request from you (or the person who is the recipient of the kit).

8.3 In the event that a refund has already been provided for the purchase of a kit, you are not permitted to submit a sample in the future. No refund will be provided to users that breach these terms and conditions by submitting a future sample for processing if the processing of this future sample is unsuccessful.

8.4 Due to the nature of genetic sequencing technology used, it is not possible to interpret the Genetic Information provided without errors, although these will comprise a small percentage of the results. As such errors cannot be predicted in advance, and we do not offer a refund or other compensation with respect to them.

8.5 The above clauses delineate the conditions of our sole responsibility for situations when the processing of your Genetic Information is not possible.

8.6 The results of your DNA test should not be used as a basis for changing lifestyle and health behaviors. Upon receiving the results of your DNA test, you should consult with a physician or healthcare provider regarding the intended modification of lifestyle or health behaviors. Known genes constitute



a small fraction of risk in the development of common diseases. Such diseases are associated with more important risk indicators like lifestyle choices and environmental factors. It is also possible that future genetic research may indicate the influence of currently unknown genes over common diseases analyzed by our products.

8.7 The lack of elevated genetic risk for a disease or condition does not confer the user protection from that disease or condition. Concomitantly, elevated genetic risk for a disease or condition does not mean that the user will necessarily develop it. If you have questions or concerns regarding the results of your test provided by us, please contact your physician or healthcare provider.

8.8 Genetic research into health and disease risk is ongoing. Our technology is designed to analyze hundreds of thousands of data points in your Genetic Information. However, only a small fraction of these is known to influence health conditions and physical traits. Research into the genetic basis of health is progressing rapidly and we are dedicated to supporting the investigation into the human genome.

8.9 Only a portion of ethnic groups around the world have been sufficiently studied from a genetic perspective. For this reason, we can only provide information regarding genetic ethnicity arising from published studies on the topic. Therefore, it is possible that some interpretations may not be applicable to a user who is genetically descended from genetic ethnic groups that have not been sufficiently studied as of the present time.

8.10 Advances in scientific research may influence the interpretation of your Genetic Information, including the possibility that previous published studies upon which the interpretation based are discovered to be incomplete or inaccurate.

8.11 Your Genetic Information is a matter of personal privacy. Should you choose to share it with others, it may have consequences that go against your interests. For this reason, it is important to think before sharing your Genetic Information. Even though it is not common for businesses or insurance companies to ask for your genetic data, this may happen in the future.

8.12 Before sharing your Genetic Information, consult a legal specialist regarding the legal protection of this information in your country.

8.13 Genetic Information shared with a physician may be included in your

medical record, which may indirectly make it available to other healthcare providers or insurance companies in the future.

8.14 Should you choose to make your Genetic Information available to relatives, friends or employers, you accept sole responsibility in the case that this information is used against your interests. Genetic Information will likely gain greater value as technology and the body of research on genetics grow.

8.15 The results of your GENIXPRO™ Health Screening Test may include information that can affect your relatives, who may or may not want to know it. Sharing this information with them has the potential to affect the relationships you have with these people. Genetic information can also reveal whether you are biologically related to someone, and this information may or may not be welcome. Please consult your physician or a genetic counselor regarding your results and how to manage sensitive situations that may arise from discovering your Genetic Information.

8.16 Should an insurance company require you to disclose Genetic Information regarding health conditions and hereditary diseases, and you do not, you may be held in breach or fraud of the policy purchased.

8.17 The Services provided by us are intended for informational, research and educational purposes only. The results of any of our test reports do not constitute a medical diagnosis, and it is not a medical advice. Please consult your physician or a genetic counselor with any questions you may have about your Genetic Information and diagnosis, cure, treatment, mitigation or prevention of any health conditions that may be associated with your Genetic Information.

8.18 We are not responsible for action, resources, diagnosis, treatment, mitigation or other avenues associated with your Genetic Information. You are solely responsible for situations arising from the consultation of or use of drugs, biologics, medical devices, procedures, medical opinions and other information following the receipt of your Genetic Information through the use of our tests, online platform and other Services.

8.19 Should the use of our Services, including genetic tests, self-reported information and referring scientific literature, indicate areas of concern for your health; it is for informational purposes only. Consult a physician or genetic counselor regarding your concerns.

## 9. Consent

9.1 When accessing our Services or sending in your stool and/or saliva sample you acknowledge that by doing so you are giving us consent to perform Testing Services for you.

9.2 By giving us consent to perform the Testing Services, you are indicating that you understand the following:

- a. the main characteristics of the Testing Services;

The Testing Services require a sample of your saliva and/or stool, which is put into the sample collection kit, that includes a liquid stabilizer and instructions for use. The sample is sent to us for analysis, and we return a report to you that contains information including disease risks, carrier status for inherited conditions\*, nutrition and sports traits, ancestry information\*, microbiome diversity, raw genetic and microbiome data\* and lifestyle recommendations (which should only be followed after consultation with your physician or other healthcare professional).

- b. the scope, accuracy and limitations of the Testing Services;

For the list of conditions and traits tested in DNA and Gut Health Screening, refer to <https://www.genixpro.com/>. As noted above, the results of the Testing Services are provided 'as is' and without any warranty, express, implied or otherwise.

- c. how your results will be presented;

Your results will be presented in a report that will be available via your online personal account, which only you can access using your User ID and password.

- d. that the results of the test should not be used to replace or supersede any information or interaction that you have with your physician or other healthcare practitioner;
- e. that you should not make any lifestyle changes or changes to your regular medication on the basis of your results without first consulting your physician or other healthcare practitioner;
- f. the implications of your results for you and (if applicable) your genetic relatives. Please carefully read Section 8;
- g. the implications of your results for you and (if applicable) your genetic

- relatives' purchase of health, life and travel insurance policies. Please carefully read Section 8;
- h. further investigations which you or (if applicable) your genetic relatives may wish to pursue, and the “nature versus nurture” aspects of genetic profiling. Please carefully read Section 8;
  - i. how to withdraw your consent (see clauses 15 and 16 and our Privacy Policy);
  - j. what will happen to your Personal Data and samples if the ownership of our company or our business is transferred to a third party. If ownership of our business is transferred to a third party, your Personal Data and samples are likely to be among the assets transferred to that third party. If ownership of our company is transferred to a third party, the new owner may require such Personal Data and samples to be moved to a different location. We will notify you in advance of any intended change of ownership and you will have the right to withdraw your consent to the transfer and/or continued storage of your information and samples; and
  - k. that you will be asked for your further consent to use your anonymized results/data in further research activities after we have presented your results to you.

9.3 By giving us consent to perform the Testing Services, you will be confirming that:

- a. you are of the age of majority in your jurisdiction or older;
- b. the samples you are providing are your own and have not been obtained from any other person whether surreptitiously (in other words, without that person's knowledge) or with that person's knowledge or mixed with any other sample, substances or materials;
- c. in case you are collecting and submitting the same on behalf of a child or minor, that you are the parent, guardian or a healthcare professional with prior authorization to perform such action;
- d. you consent to your Personal Data and samples being collected, stored, and processed to enable us to provide you with the Services;
- e. if samples are damaged or compromised during storage, you consent to our reanalyzing them; and
- f. you have read and understood the information contained in these terms of service and our privacy policy available at <https://www.genixpro.com/privacypolicy> (see also clause 6).

9.4 By giving us your consent to perform the test, you will not be giving us your consent to use your Personal Data and samples for any other purposes than delivering the Testing Services to you, improving our Services, and R& D. You will not be giving us consent for the use of your personal data for other purposes, or to disclose or transfer your Personal Data and samples to third parties unless permitted by applicable law. You will need to give us informed consent to indicate your consent to further use your data and samples on an anonymized basis.

9.5 You acknowledge that, the provision of a sample, the processing and accessing of your Genetic Information, the provision of Self-Reported Information, does not give you any rights in the use of this information for research or commercial products that we or our partners may develop. You do not have the right to receive compensation for the use of the information you have provided, should it be used for research or developing commercial products.

9.6 You acknowledge that you have willingly provided these consents and accepted these terms and conditions under the laws applicable to your country of residence. We have the right to suspend or terminate your personal account and decline current and future Services to you, should you be held in breach of these terms and conditions. In such event, you will reimburse and indemnify us or our partners against any liability, costs, or damages incurred by us and our partners for the breach of any one of these terms and conditions.

9.7 If there is anything you do not understand, you should not tick the box to indicate that you are giving us your consent and you should contact us for clarification.

9.8 If you decide that you do not wish to proceed with the testing you may end the contract (please see clause 15, 16, 17 for more details on how to end the contract and your entitlement to a partial refund).

## **10. User Registration by creating an account with us**

### ***10.1 What happens when you register as a user by creating an account on our Website or Apps.***

If you register, you accept our terms and conditions.

## ***10.2 Registering for an account.***

To register, you must be over 18 years of age and complete a registration form for an account on our Website or Apps which includes setting your username and password.

If purchasing our Services for a child or minor, provided you have the authorization for such action, you will create your account first and then add the child to your main account.

## ***10.3 Keeping your account details secure.***

You are responsible for ensuring that the information you provide to us is correct and for ensuring that your password and account details remain confidential to you. We will not be responsible for any loss or damage which arises to you or to any other person as a result of your failure to keep your password and account details secure. Please contact us immediately if you become aware of or suspect any unauthorized use of your account or password. You must keep the contact details we hold for you up-to-date so that we can contact you if necessary.

## ***10.4 If we cannot accept your user registration and you have purchased our testing kits from one of our resellers.***

If you have purchased the testing kit from one of our resellers, we will inform you by email and we will refund you the price you have paid. To find out more about refunds, please see Section 15.

### **11. About the purchase of our Service**

#### ***11.1 We only sell to certain countries.***

At present, our Website and Apps are solely for the promotion and sale of our Testing Services in India, Singapore, Indonesia, Malaysia, Thailand, Vietnam, Australia, New Zealand and the Middle East. Unfortunately, we do not accept orders from or deliver to addresses outside these countries.

#### ***11.2 How to purchase our Services.***

You can purchase our testing kits either on our Website, either directly or via the App, by contacting us and submitting details requested, or from one of our regional resellers. Whether you have purchased the testing kit from one of our resellers or on our Website, to use our Services, you will have to register for an account with us and share correct registration details.

### ***11.3 How we will accept your order.***

Unless you have ordered our testing kit from one of our resellers, all orders are subject to acceptance by us and your acceptance of these terms of service. Our acceptance of your order will take place when we email you to accept it and share registration details for account creations, at which point a contract of delivery will come into existence between you and us. This contract of delivery ends when we deliver the product (s) to the address you supply.

### ***11.4 If we cannot accept your order.***

If we are unable to accept your order, we will inform you of this in Writing and will not charge you for the Services and/or refund the amount paid.

### ***11.5 Your order number.***

Where we supply the testing kit(s), we will assign an order number (invoice number and/or 21CH ID) to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number (invoice number and/or 21CH ID) whenever you contact us about your order.

11.6 Where we supply the testing kit(s), we will take all reasonable care, in so far as it is within our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.

## **12. Price and payment**

12.1 This section 12 only applies in the case where you intend to purchase or have purchased a testing kit directly from us, e, g. from the Website or via the App.

## ***12.2 Where to find the price for the Testing Services.***

The price of the Testing Services (which may exclude GST) will be the price indicated on the order pages or invoice when you placed your order. We take all reasonable care to ensure that the price of the Testing Services advised to you is correct. However please see clause 12.4 for what happens if we discover an error in the price of the Testing Services you order. All amounts due under these terms of service shall be payable in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## ***12.3 We will pass on changes in the rate of GST (and all other applicable taxes).***

If the rate of GST (and all other applicable taxes) changes between your order date and the date we supply the Testing Services, we will adjust the rate of GST (and all other applicable taxes) that you pay, unless you have already paid for the Testing Services in full before the change in the rate of GST (and all other applicable taxes) takes effect.

## ***12.4 What happens if we get the price wrong.***

It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may end the contract, partially refund you any sums you have paid and require the return of any Services provided to you.

## **13. Delivering your order**

13.1 Clauses 13.3, 13.4 and 13.5 only apply in the case where we directly handle the delivery of your order. If one of our resellers handles the delivery of your order, please refer to their terms and conditions for further detail.



## ***13.2 Delivery costs.***

The costs of delivering the testing kit to you, and those of you sending your samples to us for analysis, are included in the price of the Testing Services which will be as displayed to you on our Website or if ordered through another reseller, on their respective website. If you decide to return your kit (see section 15) then you are entitled to a partial refund of the price of the kit less the charges incurred through delivery and return of the product.

## ***13.3 If you are not at home when the testing kit is delivered.***

If no one is available at your address to take delivery and the testing kit cannot be posted through your letterbox, you will receive a notification informing you of how to re-arrange delivery or collect the testing kit from a local post office or other such location.

## ***13.4 If you do not re-arrange delivery.***

If, after a failed delivery to you, you do not re-arrange delivery or collect your order from a collection location advised to you, we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract for delivery (see clause 19.2).

## ***13.5 When you become responsible for the testing kit.***

Where we supply the testing kit, it will be your responsibility from the time we deliver it to the address you gave us until we receive it back from you. This is also the moment, when our contract for delivery ends.

## **14. Providing the Services**

### ***14.1 What happens when you register a product using the sample tube barcode.***

If you register one of our products using the sample tube barcode found within that product, a contract of service for Testing Services between you and us will come into existence at this point. To find out more about how to go about ending the contract of service, please see section 15.

## ***14.2 When you have ordered a testing kit through one of our resellers.***

If you have ordered our testing kit from one of our resellers, this does not constitute acceptance by us for the use of our Testing Services, and no contract of service is yet formed between you and us. A contract of service between you and us is formed only after you register the sample tube barcode found within that product on our Website or via our Apps and/or you share your complete registration details with us, and we have confirmed to you that we have accepted it by email.

## ***14.3 When we will start providing the Testing Services.***

We will inform you during the registration of your sample tube when we will begin to provide the Testing Services to you.

## ***14.4 When the contract for Service ends.***

Once we have uploaded the results of the Testing Services to your account, the contract for Service between us ends.

## ***14.5 If you are on our Subscription Plan.***

We will send you a new microbiome test kit every 3 (three) months to the address you provided in the order form. At this time, we will charge your chosen payment method mentioned in your order. There is no end date of this subscription, and you may end it whenever you wish. You may cancel the subscription any time by contacting us via email at [EHS@genixpro.com](mailto:EHS@genixpro.com) Upon receipt of your request, the subscription will be cancelled within 10 business days.

## ***14.6 We are not responsible for delays outside of our control.***

If our supply of the Testing Services is delayed by an event outside of our control then we will contact you as soon as possible to let you know and we will take steps to minimize the impact of the delay. Provided we give notice of said delays, we are not to be held liable for such events. Should

substantial delays arise (in excess of six weeks after receipt of the sample), you may contact us to cancel the contract and receive a partial refund for any Testing Services you have paid for but not received.

### ***14.7 Reasons we may suspend the supply of the Services to you.***

We may have to suspend the supply of the Services to:

- a. deal with technical problems or make minor technical changes to the Services;
- b. update the Services to reflect changes in relevant laws and regulatory requirements; or
- c. make changes to the Services as notified by us to you (see section 18).

### ***14.8 Your rights if we suspend the supply of the Services.***

We will contact you in advance to inform you that we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the contract of service if we suspend, or inform you that we are going to suspend, the supply of the Testing Services, for a period of more than twelve (12) weeks and we will refund any sums you have paid in advance for the Testing Services.

### ***14.9 We may also suspend supply of the Services if you do not pay.***

If you do not pay us for the Services, or have made only partial payment, when you are supposed to (see clause 12.5) and you still do not make payment within fourteen (14) days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services.

### ***14.10 You can use the online consulting service***

In order to use the online consulting service, you must request to schedule a session via the link provided in the email with the results or from the portal.

Online consulting is carried out by the expert(s) during regular business hours. Some of our tests include one online consultation session for the subscriber, lasting no more than 30 (thirty) minutes. The subscriber has the right to use the online consulting service within 30 (thirty) calendar days from the date of uploading the Test Report on to subscriber's personal account.

## **15. Your rights to end the contract of delivery or contract of service**

### **15.1 You can always end your contract of delivery or contract of service with us.**

Your rights when you end the contract will depend on whether there is anything wrong with the Services, how we are performing and when you decide to end the contract:

- a. If what you have bought is faulty or described incorrectly, you may have a legal right to end the contract (or to get the testing kit replaced and/or the Testing Services re-performed or to get some or all of your money back), see clause 16.
- b. If you want to end the contract because of something we have done or have told you we are going to do, see clause 15.2;
- c. In all other cases (if we are not at fault and there is no right to change your mind), see clause 15.4.

### **15.2 Ending the contract of delivery or contract of service because of something we have done or are going to do.**

If you are ending a contract for a reason set out in clause (a) to (e) below the contract will end immediately and we will refund you in full for any Services which have not been provided. The reasons are:

- a. we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 18.2);
- b. where we directly supply this testing kit, we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

- c. there is a risk that supply of the Services may be significantly delayed because of events outside of our control;
- d. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than twelve (12) weeks; or
- e. you have a legal right to end the contract because of something we have done wrong.

### ***15.3 When you don't have the right to change your mind.***

You do not have a right to change your mind in respect of:

- a. Testing Services, once these have been completed, even if the cancellation period is still running; and
- b. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

### ***15.4 Ending the contract of service where we are not at fault and there is no right to change your mind.***

Even if we are not at fault and you do not have a right to change your mind (see clause 15.1), you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have changed your mind, simply contact us to let us know. The contract will end immediately and we may partially refund any sums paid by you for Testing Services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **16. How to end the contract of Services with us**

### ***16.1 Inform us that you wish to end the contract.***

To end the contract with us, please let us know by doing one of the following:

- a. Email. Email us at [EHS@genixpro.com](mailto:EHS@genixpro.com) including the keyword 'ORDER Cancellation' in the e-mail title. Please provide your full name, 21CH ID,

home address, details of the order and, where available, your registered phone number and email address;

- b. Phone. Call customer Services on +65-66184291; or
- c. By post. Write to us at 160 Robinson Road, #26-02, Singapore 068914, and include order details of what you bought, when you ordered or received it and your full name, 21CH ID and address.

16.2 For details on returns and refunds, see section 17.

### **16.3 Right to be forgotten.**

If you want to have your samples and data removed from our records you must contact us by e-mail at [EHS@genixpro.com](mailto:EHS@genixpro.com), include the words 'Forget me' in the e-mail title. We will then commence the process that will result in removing your samples and data from our records. You will be informed by e-mail that this process has commenced on your behalf.

## **17. Our refund policy**

### **17.1 How long do I have to change my mind?**

Your right to cancel an order for your purchase begins the day we email you to confirm we accept your order and ends seven (07) days after the day on which you receive your testing kit. You can also cancel your order for Services not including testing kits or other product(s) within seven (07) days of your order.

### **17.2 Am I entitled to a refund?**

In some cases, we will be unable to offer you a refund for your products. These include, but are not limited to;

- a. More than seven (07) days having passed since your testing kit was delivered to you. If you have purchased the testing kit from one of our resellers, please check the return policy of the reseller from whom you purchased your testing kit;
- b. We have begun analyzing the samples provided in your testing kit; or
- c. You have broken a seal put in place for hygiene purposes or opened the kit, e.g. a sample tube from a testing kit.

### ***17.3 Returning products after ending the contract where we have supplied the testing kit.***

Where we have supplied the testing kit, if you end the contract for any reason after we have accepted your order, you must return these to us, even if it has been unsealed. You must post the testing kit back to us. Please email us at [EHS@genixpro.com](mailto:EHS@genixpro.com), include the keyword 'Test Kit Return' in the e-mail title for a return label. If you are exercising your right to change your mind you must send off the testing kit within seven (07) days of telling us you wish to end the contract.

### ***17.4 You must pay the costs of returning a kit to us.***

Unless one of the exceptions below occurs (clause 17.5), the testing kit delivered to the address you provided us with is your responsibility from the time that it arrives until the time we receive it back from you (see clause 13.5). If you intend to send one or more products back to us, in order to receive a refund for the price paid for those products, then you are responsible for the payment of any postal charge incurred in returning them.

### ***17.5 When we will pay the costs of return.***

We will pay the costs of return:

- a. if the testing kit is faulty or described incorrectly; or
- b. if you are ending the contract because we have told you of an upcoming change to the Services or these terms, an error in pricing or description, a delay in delivery due to events outside of our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return. We may require you to provide evidence of your costs of return by providing copies of receipts.

### ***17.6 How we will refund you.***

We may refund you the price you paid for the Testing Services excluding your costs of return, unless one of the stipulations in clauses 17.5 (a) and (b) applies. We will make such refund using the same method that you used for

payment.

### **17.7 When your refund will be made.**

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- a. Where we have supplied the testing kit, if the testing kit has been dispatched or received by you, the refund will be made within fourteen (14) business days from the day on which we receive the testing kit back from you or, if earlier, the day on which you provide us with evidence that you have sent the testing kit back to us. For information about how to return the testing kit to us, see clause 17.3; or
- b. In all other cases, your refund will be made within fourteen (14) business days of your informing us you have changed your mind.

### **17.8 Inform us that you have changed your mind.**

If you have changed your mind, please let us know by doing one of the following:

- a. Email. Email us at [EHS@genixpro.com](mailto:EHS@genixpro.com), including the keyword 'Refund' in the e-mail title. Please provide your full name, 21CH ID, home address, details of the order and, where available, your registered phone number and email address;
- b. Phone. Call customer services on [+65-66184291](tel:+65-66184291); or
- c. By post. Write to us at 160 Robinson Road, #26-02, Singapore 068914. Please provide your full name, 21CH ID, home address, details of the order and, where available, your registered phone number and email address so that we might contact you at our earliest.

17.9 In addition to your rights set out in this clause 17, you may have additional rights under applicable law

## **18. Our rights to make changes**

### **18.1 Minor changes to the Services.**

We may change the Services:

- a. to reflect changes in relevant laws and regulatory requirements and
- b. to implement minor technical adjustments and improvements, which



may not affect your use of the Services.

## **18.2 More significant changes to the Services.**

If we make more significant changes to the Services, we will make reasonable efforts to notify you. By using our Services, you understand that changes to our terms of service may arise. You understand that by accepting these terms of service, the Service may change over time. By continuing to use this Service, you accept changes made to this Service.

## **18.3 Changes to these terms.**

We may make changes to these terms of service periodically to reflect changes in our Services, technology, commercial practice, behaviors, our business and the way members use our Services and applicable law and regulations. When these changes are made, we may make a new copy of these terms of service available on our Website and Apps with reference to the affected Services. We may use reasonable efforts to notify you of any significant changes to these terms of service. You acknowledge and agree that if you use the Services after the date on which these terms of service have changed, we will treat your use as acceptance of the updated terms of service.

## **19. Our rights to end the contract**

### ***We may terminate our contract if you break it.***

We may terminate the contract at any time by writing to you if:

19.1 you do not make any payment to us when it is due and you still do not make payment within seven (07) days of us reminding you that payment is due;

19.2 you do not, within a reasonable time, allow us to deliver the testing kit to you;

19.3 you do not return your samples to us within the time limit stated in the instructions supplied with the testing kit;

19.4 you return your samples but do not register the barcode(s) from the product(s) on our Website within 14 calendar days of us having received the samples. In this case, we will destroy the sample; or

19.5 you violate any of the terms mentioned in section 23, or we have reason

to suspect that you may have violated the terms mentioned in section 23. In such case, we have the right to suspend or terminate your account and refuse future use of the Services.

## 20. If there is a problem with the Services — Complaints

### ***20.1 How to inform us about problems.***

We take complaints very seriously. If you have any questions or complaints about our Services, please contact us. You can contact us by e-mail at [EHS@genixpro.com](mailto:EHS@genixpro.com), including the keyword 'Complaint' in the e-mail title.

### ***20.2 Your obligation to return rejected products.***

Where we have supplied a testing kit, if you wish to exercise your right to reject the testing kit you must post it back to us. Where you have purchased the testing kit from a reseller, you should return the testing kit to the same reseller and contact them about their refund policy or your rights under applicable law.

## 21. Our responsibility for loss or damage suffered by you

### ***21.1 We may be responsible to you for foreseeable loss and damage caused by us.***

If we fail to comply with these terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was entered into, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

### ***21.2 We are not responsible to you for loss and damage caused by your breaking this contract.***

We are not responsible for loss and damage caused by:

- a. your failure to keep your password or account details secure;
- b. your failure to follow the instructions supplied with the testing kit; or

- c. your making any lifestyle changes, changing your regular medication or taking any other action in reliance on your results without first consulting your physician or other healthcare practitioner.

### ***21.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.***

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Services.

### ***21.4 We are not liable for business losses.***

We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose(s) we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **22. Other important terms**

### ***22.1 We may assign this agreement to someone else.***

We may assign our rights and obligations under these terms to another organization. We will contact you to let you know if we plan to do this and to confirm what will happen to any of your Personal Data or samples in storage at the time of the assignment. If you are unhappy with the assignment you may contact us to end the contract within seven (07) days of us telling you about it and we may refund you any payments you have made in advance for Services not provided.

### ***22.2 You need our consent to assign your rights to someone else.***

You may only assign your rights or your obligations under these terms to another person if we agree to this in writing, prior to your taking such action.

### ***22.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).***

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

### ***22.4 If a court finds part of this contract illegal or unenforceable, the rest will continue in force.***

Each clause of these terms operates separately, and where applicable, independently. If any court or relevant authority decides that any of these clauses are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

### ***22.5 Even if we delay in enforcing this contract, we can still enforce it later.***

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us from taking action against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

### ***22.6 Which laws apply to this contract and where you may bring legal proceedings.***

These terms of service are governed and interpreted in all respects by the laws of the State Courts of the Republic of Singapore, as such laws are applied to agreements entered into and to be performed between parties. Parties irrevocably consent to the exclusive personal jurisdiction of the courts located in The Republic of Singapore, as applicable, for any matter arising out of or relating to these terms of service, except that in actions seeking to enforce any order or any judgment of such courts located in Singapore, such personal jurisdiction shall be nonexclusive.

Additionally, notwithstanding anything in the foregoing to the contrary, a

claim for equitable relief arising out of or related to these terms of service may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by these terms of service, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

## 22.7 Dispute Resolution (Arbitration)

All disputes arising from or related to these terms of service must be submitted for binding Arbitration before a single arbitrator under the laws of the Republic of Singapore as in effect at such time. The location for such Arbitration will be Singapore and the language of Arbitration will be English. Parties agree that either party may, within seven (07) days after the filing of a Demand for Arbitration, demand that the parties' dispute first be submitted to a neutral evaluator prior to proceeding with Arbitration. Any resulting Arbitration award may be enforced in any court having valid jurisdiction, wherever located. In addition, the Parties' hereby irrevocably submit to the jurisdiction of the courts located in Singapore for the enforcement of any such Arbitration award.

## 23. Prohibited Conduct

23.1 You agree not to use the Services in an unlawful manner and/or in any manner that could damage or interfere with the provision of the Services to any person. You also agree not to access information which you are not explicitly authorized to access via the Services.

23.2 In addition, you explicitly agree not to use the Services as follows:

- a. in a manner not permitted by these terms of service, any guidelines provided by us or applicable law;
- b. violate the Intellectual Property Rights of 21<sup>ST</sup> Century Health Analytics Pte. Ltd. or others;
- c. transmit, upload, download, share or post any information or content in an unlawful manner;
- d. send, post or share any unsolicited or unauthorized advertising, 'spam,' 'junk mail,' 'pyramid schemes,' 'chain letters,' or any other form

- of solicitation that is unauthorized;
- e. use the Services for commercial or business purposes unless explicitly authorized by us;
  - f. send, post or share any inaccurate, defamatory, discriminatory, obscene, shocking, hateful, threatening or otherwise inappropriate User Content or airing personal grievances or disputes;
  - g. rent, sell, lease, loan, or trade access to the Service or related data;
  - h. harass, abuse, harm, or interfere with the privacy of another person;
  - i. use information gained from the Services to identify or contact other users except where using features in the Services which are designed to facilitate such contact;
  - j. cause any harm to minors;
  - k. transmit, upload, download, share or post anything that contains software viruses, worms, or any other harmful code or interferes with the Services;
  - l. engage in 'framing,' 'mirroring,' or otherwise simulating the appearance or function of the Website;
  - m. disguise the origin of content shared via the Services through manipulation of headers or identifiers or otherwise;
  - n. engage in identity theft, impersonate any person or misrepresent your affiliation with us or any other person;
  - o. override, or attempt to override, any security features of the Services; or
  - p. Interfere with the operation of, or place an unreasonable load on, the Services either directly or through our suppliers or violate any applicable terms, policies or regulations applying to our suppliers;

23.3 In the event you breach any of the clauses in this section, we have the right to suspend or terminate your account or access to the Services at our sole discretion with no further obligation to provide access to the Services to you in the future.

## 24. Export control and applicable laws and regulations

***24.1 You agree that you will abide by all applicable laws and regulations in your use of the Services and specifically that you will not violate any applicable export control rules.***

In addition, you agree that you will not do anything that would cause us

to violate any such statute, regulation or rule.

## 25. Information posted through the service

### ***25.1 We will not control any of the user uploaded content that is posted through the Service.***

We do not guarantee the accuracy or quality of any user generated or uploaded content (including your User Content) or other outside content not provided directly by us. You acknowledge that using the Services may expose you to offensive and indecent content. Under no circumstance can we be held responsible for any uploaded content (including your User Content) or outside content, including errors in such content, loss, or damage as a result of the content posted or shared through the Service.

### ***25.2 We retain the right to remove user uploaded content for any reason.***

You understand that we have the right, but not the obligation, to review, modify, pre-screen or refuse any content (including User Content) that is available through the Services. We and our designees have the right to remove any content that is violating the terms of service at our sole discretion. You agree to evaluate and understand all the risks associated with content use, including accuracy or usefulness of the content.

## 26. Waiver of proprietary and moral rights

26.1 You hereby acknowledge that as a result of providing any saliva and/or stool sample, having your Genetic Information analyzed, accessing your Genetic Information, or sharing Self-Reported Information or User Content, you will not receive any compensation for research or commercial products that may be developed. TO THE EXTENT PERMISSABLE UNDER APPLICABLE LAW, YOU HEREBY WAIVE AND DISCLAIM ALL RIGHTS WHATSOEVER IN ANY PRODUCTS THAT MIGHT BE DEVELOPED BY 21<sup>ST</sup> CENTURY HEALTH ANALYTICS PTE. LTD. OR ANY THIRD PARTY USING YOUR GENETIC INFORMATION OR SELF-REPORTED INFORMATION.

26.2 You hereby waive any moral rights to any User Content, Genetic Information or Self-Reported Information to which you now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents

Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

## **27. Indemnity**

27.1 You agree that you will indemnify and hold harmless 21<sup>ST</sup> Century Health Analytics Pte. Ltd. and its officers, employees, contractors, agents, partners, successors, and assigns and those of its affiliates, from any damages, liability, or claims (including attorney's fees), derived from or attributable to your violation any portion of these terms of service.

27.2 If you have provided us with a saliva and/or stool sample or you have provided your Genetic Information through any third-party genetic testing service, you will indemnify, defend and hold harmless 21<sup>ST</sup> Century Health Analytics Pte. Ltd., its officers, employees, contractors, agents, partners, successors, and assigns and those of its affiliates, from any damages, liability, or claims (including attorney's fees) from your use of the Services or disclosure of any information obtained from the genetic analysis of your saliva and/or stool sample, the analysis of your Genetic Information or some other third-party services, or results from third party add-ons that are provided in the future. Further, you also agree to indemnify 21<sup>ST</sup> Century Health Analytics Pte. Ltd., its employees, contractors, successors, and assigns from any liability resulting from your disclosure of your Genetic and/or Self-Reported Information to third parties.

27.3 You agree to indemnify, defend and hold harmless 21<sup>ST</sup> Century Health Analytics Pte. Ltd. and its officers, employees, contractors, agents, partners, successors, and assigns and those of its affiliates, from any damages, liability, or claims (including attorney's fees), made by any third party from your User Content submitted or shared through the Service, your Service use, your Service connection, your terms and conditions violations, or any other rights violation (s).

## **28. Resale or gifting of Service**

28.1 Other than pursuant to our limited license or another agreement, you agree not to distribute, publish, duplicate, copy, create, sell or share portions or all of the Services, the use of the Services or access to the Services for any commercial purposes.



28.2 Our Services must be provided and purchased via an approved source. If you sell or purchase your Service without permission from us, via any unapproved or unauthorized third party or have received the kit as a gift, we reserve the right to decline the processing of samples and/or issuing of reports.

28.3 For purchases made via any unapproved or unauthorized third party, the purchase agreement is between the seller and buyer. We are not liable for any disputes relating to pricing, payment, transactions or delivery and will not issue any refunds or replacements under any circumstances. If found to be an unapproved or unauthorized third part purchase or gift, we may agree to process your sample at our sole discretion and you will agree to these terms of service and the Privacy Policy. However, the original purchase agreement will remain between buyer and seller. Therefore, if for any reason a refund is sought after processing, this will not be honored.

## 29. Statement regarding usage limits and storage practices

### ***29.1 You understand that we may establish practices and usage limits concerning the Services.***

These include, but are not limited to the maximum number of times you can access the Services in each period, the maximum number of days that your Personal Data, Genetic Information, and Self-Reported Information and User Content are retained by the Service, and the maximum disk space allowed on our servers with respect to your account. You understand and accept that we have no responsibility for the loss of any of your data including User Content, Self-Reported Content or Genetic Information due to any malfunction of our servers or deletion in accordance with applicable usage limits or storage practices applying to the Services, including our data retention policy. You also should understand that we have the right to change these usage limits and storage practices at any time, without prior notice, subject to applicable law.

## 30. Termination

**30.1 You may terminate your agreement with us by providing notice to us in writing.**

**30.2 We may terminate our legal agreement with you at any time, as well as revoke your password and terminate your account if:**

- a. you breach these terms of service or act in a way that shows you cannot comply with the terms of service;
- b. one of our suppliers of the Services terminates their relationship with us or stops offering the Services to you;
- c. We no longer plans to provide Services to Users in your country of residence or where you use the Services;
- d. in our opinion, the Service is no longer commercially viable;
- e. We suspect that you are engaged in illegal or fraudulent activity (and we also reserve the right to report such activity to law enforcement);
- f. We are required to do so by law.

**30.3 You may no longer have any access to the Services after termination of these terms of service.**

We will not be liable to you or any third party for terminating Service use.

## 31. Term survival

31.1 A termination of the terms of service or a user account will not affect any existing obligations on your part towards us, nor will it affect any rights or remedies of the parties that have accrued up to the termination.

31.2 Clauses 6, 8, 9, 21, 22, 27, 30, 33, 34, and 35, will survive termination of these terms of service. Any other provisions of these terms of service that expressly or by implication are intended to come into or continue in force on or after termination of these terms of service shall remain in full force and effect.

## 32. Links to third party websites and content

### ***32.1 Our Services provide, and other third parties can also provide, links to other websites and scientific resources on the Internet.***

We have no control over these websites and resources. Therefore, you understand and accept that we cannot be held responsible or liable for any damage or loss caused by or in connection with the use of this content that might be available through the links to such third party websites and content.

## 33. Our intellectual property rights

33.1 You hereby understand, agree and acknowledge that we and/or our licensors are the owner of all Intellectual Property Rights in the Services. Except as authorized by us or permitted under applicable law, you shall not modify, sell, distribute, reverse-engineer or create derivative works of our Intellectual Property rights or information found on the Services. You shall not have any right to use any software downloaded via the Services without first agreeing to the applicable end-user license agreement. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

33.2 You acknowledge that to the extent that you receive or obtain access to non-public or confidential information relating to our or any other third party as a result of accessing the Services, you cannot disclose this information without our prior consent in writing or the consent of the applicable third party.

33.3 21<sup>ST</sup> Century Health Analytics Pte. Ltd., GENIXPRO™, NYAH™, and other 21<sup>ST</sup> Century Health Analytics Pte. Ltd. logos, domain names, products and service names are registered and unregistered trademarks of 21<sup>ST</sup> Century Health Analytics Pte. Ltd. ('21<sup>ST</sup> Century Health Analytics Pte. Ltd. Marks'). You are not permitted to use any of the 21<sup>ST</sup> Century Health Analytics Pte. Ltd. Marks, attempt to secure any rights that are confusingly similar to any 21<sup>ST</sup> Century Health Analytics Pte. Ltd. Marks or suggest an affiliation with 21<sup>ST</sup> Century Health Analytics Pte. Ltd., without our prior written consent. When using the Services, you shall also not use the trademarks of any third party without our prior written consent.

33.4 For any software belonging to us or our licensors that does not have

a separate end-user license agreement, we grant you a non-exclusive, non-transferable, non-sublicensable right to use the software on your computer or mobile device for the sole purpose of accessing the Services in accordance with these terms of service. You shall not be permitted to access the Services using any unauthorized software.

33.4 By submitting User Content to us, you hereby grant us, and our affiliated companies, sublicensees, and successors and assigns a non-exclusive, perpetual, royalty-free, irrevocable, worldwide license to use, reproduce, adapt, translate, modify, reproduce, publish, publicly perform, display, and distribute any User Content.

33.5 You are the owner of your Genetic Information and Self-Reported Information. You hereby grant us, and our affiliated companies, sublicensees, and successors and assigns a non-exclusive, perpetual, royalty-free, irrevocable, worldwide license to use, translate, analyze, and adapt your aggregated and de-identified Genetic Information and Self-Reported Information for the purpose of providing and improving the Services.

#### **34. Disclaimer of Warranties**

34.1 While 21<sup>ST</sup> Century Health Analytics Pte. Ltd. agrees to provide the Services with reasonable skill and care, the following disclaimers apply:

- a. DUE TO THE NATURE OF SERVICES AVAILABLE ONLINE OR VIA TELECOMMUNICATIONS NETWORKS, 21<sup>ST</sup> CENTURY HEALTH ANALYTICS PTE. LTD. CANNOT GUARANTEE THAT YOUR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, RELIABLE, ERROR-FREE, WILL MEET YOUR EXPECTATIONS, OR THAT ANY COMMUNICATIONS MADE VIA THE WEBSITE OR THE APP WILL BE SECURE. THEREFORE, 21<sup>ST</sup> CENTURY HEALTH ANALYTICS PTE. LTD. CANNOT ACCEPT LIABILITY FOR ANY LOSS, DAMAGE OR INCONVENIENCE ARISING AS A CONSEQUENCE OF INABILITY TO USE OUR SERVICES, USE ANY INFORMATION ON OUR WEBSITE OR APPS, OR DATA BREACH, TO THE MAXIMUM EXTENT UNDER APPLICABLE LAW.
- b. WE ARE NOT RESPONSIBLE FOR CLAIMS BROUGHT BY THIRD PARTIES ARISING FROM YOUR USE OF OUR WEBSITE OR APPS OR BREACH OF THESE TERMS OF SERVICE.
- c. WE CANNOT GUARANTEE THAT OUR SERVICES ARE FREE FROM VIRUSES OR OTHER MALICIOUS CODE AND WE DO NOT ACCEPT

LIABILITY IN THE EVENT THAT YOUR COMPUTER, SOFTWARE OR DATA IS DAMAGED. YOU ARE ADVISED TO BACK UP ANY OF YOUR DATA INDEPENDENTLY AND TAKE SECURITY PRECAUTIONS INCLUDING INSTALLATION OF ANTIVIRUS SOFTWARE.

- d. WE DO NOT HAVE AN OBLIGATION TO VERIFY THE IDENTITY OF USERS OF THE SERVICES AND THEREFORE SHALL HAVE NO LIABILITY IN THE EVENT OF DAMAGES OR MISUSE OF YOUR DATA DUE TO IDENTITY THEFT.
- e. WHILE WE SHALL USE REASONABLE ENDEAVOURS TO REMOVE USER CONTENT THAT BREACHES OUR TERMS OF SERVICE, WE CANNOT CONTROL USER CONTENT UPLOADED OR TAKE RESPONSIBILITY FOR THE CONDUCT OF USERS OR ANY USER CONTENT THEY UPLOAD.
- f. WE DO NOT ACCEPT RESPONSIBILITY FOR ANY OF YOUR ACTIONS AS A RESULT OF USING OUR SERVICES. YOU ARE RESPONSIBLE FOR TAKING CARE WHEN PROVIDING ACCESS TO YOUR PERSONAL DATA, GENETIC INFORMATION, AND SELF-REPORTED INFORMATION TO THIRD PARTIES.
- g. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES PROVIDED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR TERMS AND CONDITIONS OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY AND NONINFRINGEMENT, ALL OF WHICH ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMED BY 21<sup>ST</sup> CENTURY HEALTH ANALYTICS PTE. LTD..

### **35. Limitation of Liability**

35.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 21<sup>ST</sup> CENTURY HEALTH ANALYTICS PTE. LTD. AND ITS AFFILIATES, DIRECTORS, CONSULTANTS, AGENTS, SUB-CONTRACTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT 21<sup>ST</sup> CENTURY HEALTH ANALYTICS

PTE. LTD. WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE AGGREGATE LIABILITY OF 21<sup>ST</sup> CENTURY HEALTH ANALYTICS PTE. LTD. AND ITS AFFILIATES, DIRECTORS, CONSULTANTS, AGENTS, SUB-CONTRACTORS OR EMPLOYEES FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE SHALL NOT EXCEED THE GREATER OF THE AMOUNTS PAYABLE OR PAID BY YOU IN THE 12 MONTHS PRECEINDING THE DATE OF THE EVENT FOR WHICH THE LIABILITY ARISES.

35.2 UNLESS DUE TO OUR NEGLIGENCE, 21<sup>ST</sup> CENTURY HEALTH ANALYTICS PTE. LTD. SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM:

- a. YOUR FAILURE TO KEEP YOUR USER ID OR PASSWORD DETAILS CONFIDENTIAL OR SECURE;
- b. YOU ACTING ON INFORMATION RECEIVED USING THE SERVICES;
- c. THE ACTS OR OMISSIONS OF ANY THIRD PARTIES USING THE SERVICES;
- d. UNAUTHORIZED ACCESS, LOSS, OR ALTERATION OF YOUR GENETIC INFORMATION, SELF-REPORTED INFORMATION, OR USER CONTENT;
- e. THE COST OF SUBSTITUTE GOODS OR SERVICES YOU HAVE PURCHASED AS A RESULT OF INFORMATION OR GOODS RECEIVED VIA OUR SERVICES.

35.3 Nothing in these terms and conditions excludes or limits in any way whatsoever the liability of 21<sup>ST</sup> Century Health Analytics Pte. Ltd. or its directors, consultants, agents, sub-contractors and employees for:

- a. death or personal injury caused by the negligence of 21<sup>ST</sup> Century Health Analytics Pte. Ltd., its directors, consultants, agents, sub-contractors or employees;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability that cannot be excluded or limited by law.

## 36. Notices

36.1 Notices under these terms of service can be made to our email at [EHS@genixpro.com](mailto:EHS@genixpro.com) and the last-known email address associated with your User ID/21CH ID. Notices by email shall be deemed to be received at the time of transmission unless the email is notified as undelivered.

36.2 Notices may also be provided to your last-known address or our address below and if sent by pre-paid airmail shall be deemed to have been received at 9am on the fifth business day after posting.

21<sup>st</sup> Century Health Analytics Pte. Ltd., 160 Robinson Road, #26-02,  
Singapore 068914.