

## TERMS OF USE and SERVICE

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In order to use GTL's products or services, you must be of legal age to enter into a contract, and there must be no restriction in your jurisdiction regarding your use of GTL's products or services. **IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS STATED IN THIS DOCUMENT, PLEASE DO NOT CLICK THE "I agree to the Terms of Service of The GTL" CHECKBOX. PLEASE KEEP A COPY OF THIS AGREEMENT. YOU AGREE TO BE BOUND BY ITS TERMS BY YOUR USE OF GTL PRODUCTS OR SERVICES.**

GTL is the Genetic Testing Laboratories Inc., 3655 Research Drive, Arrowhead Research Center, New Mexico State University, Las Cruces, New Mexico 88003.

Your use of GTL products and services includes the collection and analysis of your DNA sample, and the use of the GTL website(s). Any improvements to the products or services shall also be governed by this agreement. GTL is not responsible for any unintended use, misuse, use outside this agreement, or other use of the product or service. The use of GTL products and services, and the information generated, is for your personal use only. While your DNA sample is analyzed in a state-of-the-art scientific laboratory with multiple accreditations using the highest standards of laboratory practice and methodology, the genetic information provided by GTL is **not** to be used for scientific, medical, or diagnostic purposes. Rather, it is to be used for your personal information and education only. Based on the information you receive, you may choose to have further genetic or medical testing done under the supervision of a physician in a medical facility or medical laboratory. Ongoing genetic research is making rapid progress all over the world, but it is possible that the tendencies that may be generated by your sample are ones that have yet to be validated to a medical certainty. Furthermore, existing intellectual property may limit the amount of

information or the type of information that we release to you. Depending on your individual results, you may need to seek the advice, counseling, or care of a physician. GTL encourages you to consult your physician with any questions or concerns you may have concerning diagnosis, medical conclusions, treatment or other medical issues. Genetic information revealed by the analysis of your sample may provide very valuable information concerning your health, but GTL stresses that genetic information is only a piece of the puzzle, and you may choose to share the information with your physician in order to become more fully informed as to the state of your overall health. GTL is an accredited scientific laboratory located in a university research center. GTL is not a medical facility, and is not licensed for medical purposes. Use of any information provided by GTL is for your personal information and education only. Use of the information by you for any other purpose is at your own risk.

It is of course necessary for you to provide private and personal information to GTL for the collection and analysis of your DNA sample. Much of this information is covered by GTL's Privacy Policy, which you should examine at **GTL Privacy Policy**. GTL does not guarantee any expectations of privacy beyond the contents of the GTL Privacy Policy. It is important that you provide correct and accurate information as requested by GTL, and that you update your information as necessary. It is your responsibility to insure that your information is current and correct. If you provide false or inaccurate information to GTL, or if you fail to update your information, GTL may terminate its services to you, and may do so without refund. During the purchase process, you will be provided with a serial number by GTL for your kit. It is your responsibility to maintain the security of this information, and you are responsible for all activity and inquiries that occur through the use of your serial number. GTL is not responsible or liable for the use or misuse of information obtained by anyone through your serial number, or for damages to any party resulting therefrom. It is important that you immediately notify GTL if a breach of your security has occurred, or if you suspect that a breach has occurred. It is equally important that you not allow any unauthorized party to use your account, and that you sign off or close your account after each use.

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The GTL website may contain links to third party sites. These sites are not under the control of GTL, and GTL is not responsible for, and does not guarantee or endorse, the content of these sites. Links to these sites are provided as a convenience only, and you agree not to hold GTL responsible for any loss sustained by you as a result of your use of any of these sites.

GTL warrants that your DNA sample will be processed and a report generated according to the standards promulgated by the agencies or bodies by whom GTL is accredited, and that GTL will perform substantially in accordance with the representations on the GTL website. Other than this limited warranty, GTL provides its products and services AS IS and WITH ALL FAULTS, and disclaims all other warranties, implied, express, or statutory, specifically including implied warranties of merchantability or fitness for a specific purpose, or accuracy or completeness of result. This limited warranty does not apply if your DNA sample is not properly collected and transmitted to GTL by you. Your exclusive remedy for, and the limit of damages you may seek for any breach of this limited warranty is a refund of the purchase price that you paid GTL. Except for any such refund, YOU ARE NOT ENTITLED TO ANY OTHER DAMAGES OF ANY KIND. Specifically, and to the maximum extent allowed by the law of your jurisdiction, GTL shall not, in any event, be liable for any special, incidental, consequential, punitive, or indirect damages of any kind whatsoever, including but not limited to damages for personal injury, for loss of privacy or confidential information, for loss of profits or income, for business interruption, for failure to meet any statutory or common law duty, including good faith or reasonable care, for negligence, or for any other pecuniary or other loss whatsoever, resulting from or related to the use of GTL products or services, even in the event of fault, misrepresentation, breach of contract or warranty, tort, or strict liability. Depending on your jurisdiction, this may not

apply to you. You may have other rights that vary by jurisdiction. Your use of the product or service is at your own risk. You also agree that GTL is not responsible for any damages of any kind you may suffer as a result of any action that you may take based on your test results or any information or advice you received from GTL. As previously stated, the information you receive from GTL is for your own personal information and education only. You also agree that GTL is not responsible for any unauthorized access to your information, your serial number, your password, or your account information.

You agree to indemnify, defend, and hold harmless GTL, its affiliates, agents and employees from any claim made by a third party arising out of your use of GTL's products or services.

GTL may modify the terms of this agreement at its discretion, and shall post the modified agreement on its website.

This Agreement represents the entire and complete agreement between you and GTL, and governs your purchase and use of GTL products and services. If any provision of this Agreement is held to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, the other provisions herein shall survive and continue in full force and effect. You agree that the court should endeavor to accomplish the intent of the provision in question to the extent reasonably possible.

This Agreement is governed by the laws of the State of New Mexico, without regard to conflict of law provisions. You consent to and agree to submit to the personal and exclusive jurisdiction of the courts of New Mexico to resolve any disputes that may arise hereunder. You further agree to bring any claim arising hereunder with one year after such claim arose or be forever barred, regardless of any law to the contrary.

You agree that before GTL can process your sample and release the results to you, you may be required to sign an informed consent agreement and return the signed document to GTL. You agree that you have read, that you understand and that you accept the GTL refund policy.

THE ACCEPTANCE BY GTL OF YOUR PURCHASE OF ANY GTL PRODUCT OR SERVICE IS EXPRESSLY MADE CONDITIONAL ON YOUR CONSENT AND AGREEMENT TO THE TERMS SET FORTH HEREIN.