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- 5. Payment and Refunds. By agreeing to participate in the Program, you agree to pay the Program fee and agree to pay for the third party medical service provider (including DNAvisit) to review your information and order a genetic test for you, in their sole discretion. Refunds will only be made upon request to hello@jscreen.org and will be evaluated and granted or denied at jscreen's sole discretion. For payments collected by jscreen in connection with your Program registration, we use third party payment processors for the Program, and you will be required to enter into a direct agreement with such processors in order to make payment on the Site and you agree to abide by such terms and address any payment issues directly with the applicable third party payment processor. Except as specifically collected by jscreen during your Program registration, You are responsible for arranging for payment of the laboratory test directly with the laboratory and/or ordering provider. You understand that jscreen has no ability or obligation to negotiate or request a refund from such third parties on your behalf. Such third parties may bill your insurance, if applicable if you provide your insurance information, and you are solely responsible for your insurance information and interfacing with or between your insurer and the laboratory or other medical service provider.

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- 6. <u>Submissions</u>. jscreen does not accept ideas, concepts, or techniques for new services or products through the Site ("Comments"). If such Comments are received, You acknowledge that (a) they will not be considered confidential or proprietary, (b) jscreen and its affiliates are under no obligation to keep such information confidential, and (c) jscreen will have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit such Comments in any manner it chooses.
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- 8. Prohibited Actions. While you are using the Site, you must conduct yourself in a polite, courteous and respectful manner, comply with all applicable laws, rules and regulations and supply truthful and nonmisleading information. For example, you may not, while using the Site: request, or otherwise attempt to harvest, obtain or store, personal information, passwords, account information or any other type of information relating to other users; access or use another Registered User's account; disguise the origin of any Comment; alter, modify, frame, or "mirror" any Content; create a deep-link to the Site by by-passing the Site's home page; use any data mining, robots, or similar data-gathering and extraction tools in connection with the Site; inhibit, disrupt, or otherwise prevent anyone from using or accessing the Site or interrupt any user's experience on the Site, including, but not limited to, acting in any manner that disrupts users' realtime exchanges; interfere with or disrupt the servers or network connections to the Site; disobey any requirements, procedures, policies or regulations of networks connected to the Site; modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; or attempt to gain unauthorized access to the Site (or any portion thereof). You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law.

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- 10. <u>System Requirements</u>. In order to use the Site you are required to have Internet access and may be required to download/obtain certain software/hardware. You acknowledge that you are responsible for maintaining your Internet service and applicable hardware/software.
- 11. Linked Sites. From time to time, the Site may contain links to web sites that are not governed by these Terms (each a "Linked Site"). All links to other web sites are provided solely as a convenience to you. If you use these links, you will leave the Site. jscreen is not responsible for any content, materials or other information located on or accessible from any Linked Site. jscreen does not endorse, guarantee, or make any representations or warranties regarding any Linked Site, or any content, materials or other information located on or accessible from such Linked Site, or the results that you may obtain from using such Linked Site. If you decide to access any other Linked Site, you do so entirely at your own risk. You should review the policies and terms of use associated with any Linked Site closely before using and submitting information to the Linked Site.

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- 17. Other. To the fullest extent permitted by law, these Terms and any claim or dispute arising out of or relating to your use of the Site, will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law principles. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date the cause of action arises. You may not use or export or re-export the materials at the Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation United States export laws and regulations. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. Section headings in these Terms are for convenience only and have no legal or contractual effect. A printed version of these Terms shall be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 18. <u>Contact jscreen</u>. For any questions or concerns regarding the Site please contact us using the following contact information:

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