

Terms and Conditions

These Terms and Conditions apply to all use of our Products and Services including, but not limited to: a) purchasing a Uniqgene Service; b) submitting a saliva sample for processing; c) uploading raw Genetic Data and/or d) creating a Uniqgene account.

WE DRAW PARTICULAR ATTENTION TO CLAUSE 5 (IMPORTANT RISKS AND CONSIDERATIONS) AND CLAUSE 18 (LIMITATIONS OF LIABILITY)

By ordering one of our products or services or creating a Uniqgene account you agree to be bound by the following Terms and Conditions. These conditions may be subject to change and we therefore advise you to re-read this information periodically. Your statutory rights are not affected. When possible, Customers will be made aware of any substantial changes to these Terms and Conditions via email if provided.

1. Definitions

"Agreement" means the agreement that is entered into between Uniqgene and the Customer when the Customer: a) purchases a Uniqgene Product or Service; b) submits a DNA sample for processing; c) uploads raw Genetic Data and/or d) creates a Uniqgene account.

"Buyer" means the person that orders a Service, and is responsible for compliance with these Terms and Conditions.

"Commencement Date" is the date that the Agreement comes into effect, as outlined in Clause 2.

"Customer" includes both Buyers and Users, who these terms apply to on purchase or registration.

"Uniqgene" means Uniqgene Limited, whose registered office address is 284 Chase Road A Block Unit 491, 2nd Floor, London, United Kingdom, N14 6HF.

"Data Protection Legislation" means the UK data protection legislation (any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation) and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

"GDPR" means the General Data Protection Regulation ((EU) 2016/679).

"Product" or "Products" means Uniqgene DNA sample collection kits, information brochures and apps, in addition to any other products that we may choose to supply from time to time.

"Personal Data" is information provided by the Customer that can be used to identify them, either alone or in combination with other information. The types of Personal Data that Uniqgene collects and stores are outlined in our Privacy Policy.

"Results" means the DNA report and/or associated analysis, insights, actions, recommendations and plans relating to the User. This will include information relating to their genotype (e.g. the presence of As, Ts, Cs and Gs at particular locations in their genome) generated through genotyping of their sample by Uniqgene or by its contractors.

"Sample Provider" means the person providing the DNA sample to produce the Genetic Data. A person may not submit a DNA sample to Uniqgene without first registering as a User and accepting our Terms and Conditions.

"Service" or "Services" means Uniqgene DNA results, analysis, insights, actions, recommendations, plans, software, accounts, services and website (including but not limited to text, graphics, images, and other material and information) accessed by the user, including the collection and genetic analysis of your DNA sample.

"User" means the person who creates an online account with us and is responsible for compliance with our Terms and Conditions. The Buyer and the User may, or may not, be the same person.

2. Acceptance of Terms

2.1) Access and use of Uniqgene Products and Services is subject to the terms of the legal agreement between you and Uniqgene set forth in these Terms and Conditions.

2.2) These Terms and Conditions apply to any use of the Products and Services, including but not limited to:

1. purchasing a Uniqgene Product or Service; or
2. submitting a sample for DNA extraction and processing; or
3. downloading a digital version of your Results; or
4. receipt of Results of your Genetic Data; or
5. creating and using a Uniqgene account.
6. uploading genetic data.

In order to access and use the Products and Services you must first agree to these Terms and Conditions.

2.3) Uniqgene reserves the right to revise or supplement these conditions. The continued use of this website following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes. Where possible,

Customers will be made aware of any changes to these Terms and Conditions via email.

3. Extent of the Products and Services

3.1) Unless explicitly stated otherwise, each new feature that augments or enhances the current Services shall be subject to these Terms and Conditions. You acknowledge and agree that the Products and Services are provided “as-is” and are based on the current genetic research and technology in use by Uniqgene at the time of purchase.

3.2) In the future, Uniqgene may offer different or additional technologies or features to collect and/or interpret genetic information. Your initial purchase doesn’t entitle you to access to these upgraded features without fee.

3.3) Uniqgene reserves the right to refuse an order request at any time for any reason. In such a case the Customer will be informed of this decision as soon as possible, and, if relevant, a full refund will be provided. In case of refusal, your genetic data will not be processed by Uniqgene.

4. Use of the Uniqgene Website by Children

To protect minors from genetic screening and athletic selection, we employ a strict 16+ ruling for testing and request that children under the age of 16 years old do not provide Personal Data through the site. More detail on how we deal with the Personal Data of children is outlined in our Privacy Policy.

5. Extent of the Products and Services

THE ATTENTION OF THE USER IS PARTICULARLY DRAWN TO THESE RISKS AND CONSIDERATIONS

Because personal genome sequencing is a new human venture, we currently lack, as a society, a detailed understanding of all the risks posed by an individual's genome sequence being known and widely shared. For this reason, it is vitally important that you read the following list of important risks and considerations regarding the use of our services.

Please note that this list is not intended to be exhaustive and further risks and considerations that are outside of our knowledge are likely to become applicable in the future as the industry as a whole evolves.

5.1) The Uniqgene product range is intended for informational and educational use only and is not intended to be used for medical advice or diagnosis or treatment.

We do not provide medical advice and cannot guarantee a particular outcome as a result of you taking any specific course of recommended action or advice outlined by

your Results on the basis of your Genetic Data. Although we take a strong evidence-based approach, the information we provide is based on a small subset of genetic markers and as a result is only one part of a much larger picture. There may be additional genes, unknown genetic interactions, environmental factors, or lifestyle choices that are more important predictors. Before making any changes to your lifestyle, diet or exercise routines, you must first consult a physician or other qualified health care provider.

Please be advised that you are solely responsible for the way information in your Results is interpreted and acted upon and any recommendations you follow you do so at your own risk. In no way will Uniqgene or any persons associated with Uniqgene be held responsible for any injuries or problems that may occur due to the use of this information or the advice contained within. If you have any concerns or questions about what you learn through your access to Uniqgene Products that cannot be answered by a Uniqgene employee, you should contact your physician or other health care provider.

5.2) You may learn information about yourself that you did not foresee.

There is a possibility that, due to the heritable nature of genetic information, sensitive information may be revealed by your Results that could have implications in terms of inferring paternity/ maternity (for example, where multiple family Results are known, your Results would suggest you are not genetically related to your father and/or mother) or other features of your personal genealogy. In addition, your Results may reveal you have a higher than average chance of developing a particular condition or disease (e.g. Type 2 diabetes). Such information is likely to be distressing, evoke strong emotions and is obviously irrevocable.

For clarity, the Products and Services offered by Uniqgene are not intended for use in paternity or maternity testing and we would advise that anyone with serious concerns of this nature should first speak with their physician or health care provider and, if appropriate, undergo formal paternity/ maternity testing with a laboratory accredited for this purpose.

5.3) Genetic research is not comprehensive.

The research community is continually learning more about genetics and publishing updates to existing knowledge in scientific journals. Our interpretation of your genetic data is reliant on these published studies, and, as a result, future scientific research may change the interpretation of your DNA. In the future, the scientific community may show previous research to be incomplete or inaccurate. All genetic information provided by Uniqgene is based on the latest research at the time of publication and is correct to the best of our knowledge.

5.4) The laboratory may not be able to process your sample.

The laboratory may not be able to process your sample if your sample does not contain a sufficient amount of DNA, if the sample has been contaminated in any way, or if the results from processing do not meet our standards for accuracy. In the event the initial processing fails for any of these reasons, Uniqgene will offer to send another kit to the Buyer to collect a second sample at no charge. If this second attempt at DNA collection is unsuccessful, Uniqgene reserves the right to cancel the Agreement in these circumstances and refund in full. This represents the limitation of our liability.

5.5) The laboratory process may result in errors.

We make every effort to ensure our data is as accurate as possible. However, even for processing that meets our high standards, due to the nature of the laboratory techniques used, a small, unknown fraction of the data generated during the laboratory process may be un-interpretable or incorrect. If you are concerned that your Results are in any way inaccurate, we will agree to re-analyse your DNA sample up to 28 days from the date you receive your Results to verify the information we have provided you. We reserve the right to charge a fee in these circumstances, which will be refunded to you if significant error is detected in our genotyping process.

5.6) We may not be able to present you with a full complement of results.

5.7) If you give explicit consent, your Personal Data may be anonymised and then used for research and development (R&D) purposes to further improve our Products and Services.

Part of our aim at Uniqgene is to contribute to the continual development and refinement of genetic research into health and fitness-based traits. As part of this commitment we may use your Personal Data to expand and improve our current knowledge of this field and further improve our products and services. Some of these activities may result in commercialisation with a third party. Please note that no compensation will be paid to study participants even if the results of a particular study lead to commercial benefits.

You have the choice to participate in such research for which your explicit consent will be sought beforehand. Further details can be found in our Privacy Policy.

5.8) Genetic Data you share with others could have social, legal or economic implications.

Use of genetic test results by employers in pre-employment medical checks is restricted in the UK by the Equality Act 2010, and in the US by the 2008 Genetic Information Nondiscrimination Act (GINA), which makes genetic discrimination illegal and addresses discrimination in health insurance and employment practices.

However, as of yet, this protection does not explicitly cover life or disability insurance providers as these products are considered as more discretionary than health insurance. If you are asked by an insurance company whether you have knowledge of Genetic Data concerning health conditions and you do not disclose your Results to them, this may be considered fraud.

Currently, very few businesses or insurance companies request genetic information, but it is possible that changes in legislation for businesses requesting this information could change in the future. As a result, you may want to consult a lawyer in order to understand the full implications of sharing your Genetic Data with others. We recommend you are cautious about sharing your Genetic Data with others, as ultimately the outcome could have significant social, legal, or economic implications for you as an individual.

6. Use of Personal Data

6.1) If a Customer purchases and/or uses Products and Services from Uniqgene, Uniqgene will collect and process relevant Personal Data of the Customer. This Personal Data will be used by Uniqgene to optimally execute the Agreement, which may include relevant product information updates.

6.2) The Customer will be invited to additionally opt in to the following:

1. Marketing communications informing them of relevant news articles, customer success stories, new product information and promotional offers that we believe they might find of interest;
2. Allowing their Personal Data to be used for research and development purposes;
3. Allowing the remainder of their sample to be securely stored after it has been processed.

6.3) The User will have the option to opt out of any and/or all of the above and have all Personal Data removed from Uniqgene databases at any time. More information on how we collect and use your Personal Data is available in our Privacy Policy.

7. Data Protection

7.1) Uniqgene warrants that it will process your Personal Data in compliance with Data Protection Legislation and in accordance with its Privacy Policy.

7.2) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Uniqgene is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

7.3) Without prejudice to the generality of Clause 7.1, Uniqqene shall, in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:

1. process that Personal Data only on the written instructions of the Customer unless Uniqqene is required or otherwise authorised by Data Protection Legislation to otherwise process that Personal Data;
2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (such measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 1. Uniqqene has provided appropriate safeguards in relation to the transfer;
 2. the Customer has enforceable rights and effective legal remedies;
 3. Uniqqene complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 4. Uniqqene complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 5. notify the Customer without undue delay on becoming aware of a Personal Data breach;
 6. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Data Protection Legislation to store the Personal Data; and
 7. maintain complete and accurate records and information to demonstrate its compliance with this Clause 7.

8. Customer Account

8.1) In order to access Uniqqene' Products and Services, including the review of your Results, internet access is required. The Customer is responsible for internet fees and equipment.

8.2) Some services on our site permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by the service. You shall not impersonate any other person or entity or misrepresent your identity or affiliation with any person or entity.

8.3) If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if Uniqqene has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Uniqqene has the right to suspend or terminate your account and refuse any and all current or future use of our Products and Services.

8.4) Should a payment dispute be raised directly with Uniqqene or via one of our payment processors, we have the right to suspend or delete the account with immediate effect.

8.5) As part of your online account setup with Uniqqene, you will create a username and password. You are responsible for maintaining the confidentiality of the username and password, and are fully responsible for all activities that occur under your username and password. If you allow third parties to access the Uniqqene website through your username and password, you will defend and indemnify Uniqqene and its affiliates against any liability, costs, or damages arising out of claims or suits by such third parties based upon or relating to such access and use. You agree to immediately notify Uniqqene of any unauthorised use of your username or password or any other breach of security, and ensure that you properly log off from your account at the end of each session. Uniqqene cannot and will not be liable for any loss or damage arising from your failure to comply with these terms.

9. Unregistered Samples

9.1) When you provide us with a DNA sample, you are required to open an account with Uniqqene via our secure registration process and register your sample barcode to your unique account. If you fail to register your sample barcode to your account, we will be unable to identify your sample on receipt at our facility.

9.2) If we receive an unregistered sample, we will attempt to trace the sample back to a customer using the information available to us. If we believe we have identified an unregistered sample that may belong to you, we will attempt to contact you on at least two occasions. If we are unable to verify the identity of an unregistered sample

after 3 months, the sample will be destroyed and the Customer will need to pay for a replacement plus shipping.

10. Customer Warranties

10.1) By accessing Uniqgene Products and/or Services, you agree to acknowledge, represent and warrant each and every of the following:

1. You give permission to Uniqgene to perform genotyping services on the DNA extracted from your DNA sample and to disclose the results of analyses performed on your DNA to you and to others you specifically authorise;
2. You confirm that you are sixteen (16) years of age or older if you are providing Personal Data including Genetic Data;
3. You guarantee that any sample or genetic data you provide is your own;
4. If you are a Customer outside of the UK providing a DNA sample, you confirm that this act is not subject to any export ban or restriction in the country in which you reside;
5. You have read the 'Important Risks and Considerations' (clause 5) and confirm that you understand the potential implications and limitations of your Results;
6. You take full responsibility for any possible consequences resulting from your sharing access to your Results with others;
7. You will not hold Uniqgene liable for any inaccuracies in your Results if you download and transfer information to another information provider;
8. You understand that your Personal Data will be stored in Uniqgene databases and will be processed in accordance with the Uniqgene Privacy Policy.

10.2) You agree that you have the authority, under the laws of the jurisdiction in which you reside, to provide these representations. In case of breach of any one of these representations, Uniqgene has the right to terminate the Agreement and refuse any and all current or future use of the Products and/or Services (or any part thereof) and you will defend and indemnify Uniqgene and its affiliates against any liability, costs or damages arising out of breach of the representation.

UNDER THE HUMAN TISSUE ACT 2004, TAKING DNA FROM ANOTHER PERSON WITHOUT THEIR CONSENT IS A CRIMINAL OFFENCE PUNISHABLE BY IMPRISONMENT OR A FINE OR BOTH.

11. Uniqgene Intellectual Property Rights

11.1) We assert all our intellectual property rights, including but not limited to copyright, software, databases and know-how, in our website, Products and Services. Uniqgene logos and product and service names are trademarks of Uniqgene and these marks, together with the Uniqgene name and any other

Uniqgene trade names, service marks, logos, domain names and other distinctive brand features, are the "Uniqgene Marks".

11.2) Unless agreed otherwise in writing by Uniqgene, other than through the Use of Content in Clause 12, nothing in these Terms and Conditions gives you a right to use any Uniqgene Marks and you agree not to display or use in any manner, Uniqgene Marks. The Customer agrees that they shall not remove, obscure or alter any proprietary rights notices that may be affixed to or contained within the Products and/or Services.

11.3) The Customer expressly guarantees that all instructions and directions pertaining to the use of the website, Products and/or Services will be followed, and that the website, Products and/or Services will not be used in any way that could damage Uniqgene and/or third parties.

12. Use of Content

12.1) All domains and copyright in the website and associated Products and Services is owned by Uniqgene and all trademarks are the property of Uniqgene.

12.2) The domains, logos, functions and the contents of all the sites (including but not limited to information, artwork, text, animations, video, audio, pictures and media files) are protected by copyright and trademark legislation.

12.3) We may change or delete content at any time, in any way, for any or no reason. You may access and use the Product and/or Service content for personal and non-commercial purposes only.

12.4) You may not modify, reproduce, republish, post, transmit, distribute or use any of the website, Product or Service content for any other purpose without Uniqgene' express written consent. Where consent is granted, you agree to:

1. provide the content as it appears on the Uniqgene website, Product or Service with no changes including but not limited to refraining from presenting selections which might tend to misrepresent the substance of the Product content; and
2. include the following attribution on the first page of any materials you distribute: © Uniqgene Ltd 2023. All rights reserved; and
3. agree you have no right to offer anyone else any further right with respect to this website, Product or Service content; and
4. do not use the Product or Service content in a manner that suggests an association with any of our Products, Services, or brands. Without explicit consent from us, as agreed in writing, any business, high volume or automated use of our website, Products or Services is prohibited.

12.5) In the event that we offer downloads of software and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your personal, non-commercial home use only. We do not transfer title of the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

13. Rules of Conduct

13.1) The following Rules of Conduct apply to use of our Products and Services, this website and other media channels such as (but not limited to) Facebook or Instagram. By using our Products, Services, website or other media channels you agree that you will not distribute any content that:

1. is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; or
2. is bigoted, hateful, or racially or otherwise offensive; or
3. is violent, obscene, pornographic or otherwise sexually explicit; or
4. otherwise harms or can reasonably be expected to harm any person or entity; or
5. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; or
6. infringes or violates any right of a third party including:
 1. copyright, patent, trademark, trade secret or other proprietary or contractual rights; or
 2. right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or
 3. any confidentiality obligation;
7. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
8. contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Products, Services, website, other media channels or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Sites;
9. violates any specific restrictions applicable to a Forum, including its age restrictions and procedures; or
10. is antisocial, disruptive, or destructive. We cannot and do not assure that other users are, or will be, complying with the foregoing Rules of Conduct or any other provisions of these terms and conditions, and you hereby assume all risk of harm or injury resulting from any such lack of compliance.

13.2) We reserve the right, but disclaim any obligation or responsibility, to:

1. refuse to post or communicate or remove any content from our website or any other channel that violates these Rules of Conduct; and
2. identify any user to third parties, and/or disclose to third parties any content or personally identifiable information, when we believe in good faith that such identification or disclosure will either:
 1. facilitate compliance with laws, including, for example, compliance with a court order or subpoena; or
 2. help to enforce these Rules of Conduct, and/or protect the safety or security of any person or property.

Moreover, we retain all rights to remove any or all content at any time and close the account of the offending individual.

14. Prices

14.1) The prices published by Uniqgene on the website or through other channels apply to the Agreement and to the various Products and Services offered on or through the website, unless parties have agreed otherwise.

14.2) Uniqgene is entitled to change these prices and/or offer promotional discounts from time to time. Changes will apply to any new Agreements made after any price is adjusted on the website.

14.3) All prices cited by Uniqgene are listed in dolar (USD), except where stated otherwise. Outbound delivery charges are included in the prices quoted. Free return postage for return of the DNA sample to Uniqgene applies in UK, Canada and USA. Return mailing costs in other geographical locations are the client's responsibility.

14.4) The amount the Buyer owes to Uniqgene as result of the Agreement will be settled in advance through a secure online payments system, unless otherwise agreed in writing. The Buyer is obliged to provide Uniqgene with all information necessary to process payment correctly and in full. Uniqgene will carry into effect the Agreement only after all necessary information concerning the payment authorisation has been received by Uniqgene.

15. Delivery

15.1) Time for delivery is not of the essence for any Product or Service provided by Uniqgene. Uniqgene will make reasonable efforts to ensure delivery within the stated delivery date.

15.2) If Uniqgene becomes aware of circumstances that impede achievement of this delivery date, then Uniqgene will notify the Buyer as soon as reasonably possible, indicating the revised expected delivery date.

15.3) If the delivery is prolonged for more than thirty (30) days beyond the original delivery date provided by Uniqqene, then the Buyer has the right to terminate the Agreement and receive a full refund. However, Buyers are encouraged to contact Uniqqene shortly after the stated delivery date so appropriate action can be taken before the end of the 30 day period.

15.4) Details of relevant export regulations apply to the export of goods.

16. Faulty or Damaged Goods

16.1) Any goods supplied by us and found to be faulty or damaged will either be replaced free of charge or refunded in full. Any Product damaged when delivered must be notified to us within fourteen (14) days of delivery (email us at hello@uniqqene.com). We may arrange for the collection of the damaged goods.

16.2) You are required to check on receipt of your order whether the goods meet the requirements as stipulated in the Agreement. If the goods falls below these requirements, you are obliged to notify Uniqqene in writing as soon as possible (email us at hello@uniqqene.com), and in all events within fourteen (14) days of delivery.

16.3) If it is demonstrated that the goods do not meet the requirements of the Agreement, Uniqqene has the option to return and replace such goods with new goods, or to return the invoice value of such goods.

17. Right to Cancellation

17.1) The Buyer has the right to cancel the Agreement within seven (7) days of the Confirmation Date of the order, free of charge and without giving any reason. If the Buyer wishes to terminate the Agreement with Uniqqene after this seven-day period, Uniqqene reserves the right to refund any payment made by the Buyer less any delivery and/or consumable costs incurred.

17.2) To exercise their right to cancellation the Buyer must notify Uniqqene in writing or by email using the contact details found on the website. If the Buyer exercises their right to cancel, Uniqqene shall see to the reimbursement within thirty (30) days of safe receipt of all returned goods.

17.3) In the event of the frustration of the contract due to, but not limited to, one or more of the following:

1. the absence of a usable DNA sample being provided to Uniqqene; or
2. no receipt of the required written consent by the Sample Provider to agree to these terms and conditions being provided; or
3. the Sample Provider and/or User identified as being under sixteen (16) years of age; or

4. a bona fide Force Majeure Event as defined in clause 23; or
5. any other such frustrating event as identified by law and advised in the opinion of a barrister or solicitor appointed by Uniqgene; then Uniqgene is entitled to validly terminate the contract under clause 17.

18. Limitations of Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THESE LIMITATIONS OF LIABILITY

18.1) Nothing in these Terms and Conditions shall limit or exclude Uniqgene liability for:

1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
2. fraud or fraudulent misrepresentation; or
3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

18.2) Subject to clause 18.1:

18.2.1) The Uniqgene Products and Services are intended for informational, educational and entertainment purposes only and are not intended to be used for medical advice or diagnosis or treatment. Such content is not intended to, and does not, constitute legal, professional, medical or healthcare advice or diagnosis, and may not be used for such purposes.

18.2.2 Please be advised that you are solely responsible for the way information in your Uniqgene Report is interpreted and acted upon, and any recommendations you follow, you do so at your own risk. In no way will Uniqgene or any persons associated with Uniqgene be held responsible for any injuries or problems that may occur due to the use of the information provided by Uniqgene or the advice contained within. If you think you may have a medical emergency, call your doctor or the relevant emergency services immediately.

18.2.3) Always seek the advice of your physician with any questions you may have regarding your physical or mental health and wellness. Before making any changes to your lifestyle, diet or exercise routines, you must first consult a physician or other qualified health care provider.

18.2.4) Although we take a strong evidence-based approach, the information we provide is based on a small subset of genetic markers and, as a result, is only one part of a much larger picture. There may be additional genes, unknown genetic interactions, environmental factors, or lifestyle choices that are more important predictors. As a result, we cannot guarantee a particular outcome as a result of you taking any course of recommended action or advice outlined by your Results.

18.2.5) We make no representations or warranties concerning any treatment, action, application or usage of dietary supplements, medication, preparation or other product or service by any person following the information offered or provided within or through our website. Reliance on any information appearing on our website or other channels including, but not restricted to, social media is strictly at your own risk. Sites may contain the opinions and views of other users.

18.2.6) Given the interactive nature of our website and other channels, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by our users.

18.2.7) We shall not be responsible for any errors or omissions contained on our website, as it is for general guidance only. We reserve the right to make changes to the website without notice.

18.2.8) The website may contain links to external Internet pages. Uniqgene has not reviewed all these sites and they are not under our control. Uniqgene is not liable for the use or the content of these external sites or for the content of any third party site which links to us.

18.2.9) Neither Uniqgene, or its successors, employees, partners, suppliers, agents and representatives; nor any other party involved in creating, producing or delivering the Uniqgene Website is liable for any direct, incidental, consequential, indirect or any other damages arising out of your access to, or inability to access, or use of, or inability to use, the Uniqgene website and Services. This includes, but is not limited to, economic loss, injury, illness or death.

18.2.10) Uniqgene shall under no circumstances whatever be liable to the Customer or Sample Provider, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss (including but not limited to loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or damage to data or for any incidental, consequential or special loss or damage) arising under or in connection with the Agreement. Uniqgene combined total liability to the Customer or Sample Provider in respect of all other losses arising under or in connection with the Agreement shall in no circumstances exceed the total sum of the consideration received by Uniqgene under this Agreement.

18.2.11) Uniqgene exclude to the fullest extent permitted by law all warranties, conditions, terms and undertakings, expressed or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise, in respect of the goods and services provided by Uniqgene. Nothing in this clause shall affect your statutory rights as a consumer.

18.3) This clause (clause 18) shall survive termination of the Agreement.

19. Termination

19.1) Uniqqene may at any time, terminate an Agreement, if:

1. The Customer has breached any provision of these Terms and Conditions; or
2. The Buyer is in default of payment; or
3. Uniqqene is required to do so by law; or
4. The partner with whom Uniqqene offered the Products or Services to you has terminated its relationship with Uniqqene or ceased to offer its services to you; or
5. A contractually frustrating event arises as described in clause 17.3; or
6. Uniqqene is no longer able to provide the Products or Services to users in the country in which you reside.

19.2) If Uniqqene terminates the contract in accordance with this clause 19, then it will not be liable for any costs or damages incurred by the Customer as a result of early termination.

19.3) Payments in advance before Termination do not have to be reimbursed.

19.4) Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Products or Services may be referred to appropriate law enforcement authorities.

19.5) The Customer acknowledges and agrees that Uniqqene shall not be liable to them or any third party for any termination of their access to the Products or Services.

19.6) Upon termination of an Agreement, these Terms and Conditions will continue to govern the relations between parties to the extent that they are necessary for the completion of it.

20. Unsolicited Submissions

20.1) Any non-personal material, information or other communication (collectively, "Information") you post, email or transmit to Uniqqene will be considered non-confidential and non-proprietary. By sending this Information to Uniqqene, you grant it a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to copy, disclose, distribute, incorporate into other material and otherwise use the Information and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

20.2) If you submit Information to Uniqqene that we subsequently use, you will hereby indemnify Uniqqene against all damages and costs that Uniqqene suffers or makes as a result of claims by third parties, that the use and/or exploitation of the

Information violates the intellectual property rights of third parties or is otherwise wrongful to a third party.

21. Transfer of Rights

21.1) Uniqgene is entitled to assign, novate or transfer to any third party any or all of its rights and obligations on account of the Agreement, the Services or these Terms and Conditions without consent of the Customer.

21.2) The Customer is not entitled to assign, novate or transfer to any third party any or all of its rights and obligations on account of the Agreement, the Service or these Terms and Conditions without the consent of Uniqgene. The consent of Uniqgene is given entirely at its own discretion.

22. Third Party Rights

We confirm that it is not your intent or the intent of Uniqgene to confer any rights on any third parties by virtue of these Terms and Conditions and, accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions.

23. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under any contract for purchase of the Products and/or Services to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

24. Severability Clause

If any portion of these Terms and Conditions is found to be unenforceable, the remaining portion will remain in full force and effect. Parties will replace the invalid parts with conditions that are indeed valid, and which, in view of the content and intent of these Terms and Conditions, conform to the judicial effects of the invalid part as closely as possible.

25. Applicable Law

These Terms and Conditions are governed by, and shall be construed in accordance with, the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England to settle any dispute that may arise.

26. Notice

Notices to you may be made via either email, post or through your Uniqgene member account. Official notices related to our Terms and Conditions must be sent to us at:

284 Chase Road A Block Unit 491,

2nd Floor, London, United Kingdom, N14 6HF

Uniqgene

Any notices that you provide without compliance with this section on Notices shall have no legal effect.