

TERMS & CONDITIONS
The DNA CO Gut Test Kit – Powered by BIOHM
(Last Updated: April, 2024)

The DNA CO, Inc., (“DNA CO”, “We”, “Our” or “Us”). ”) is pleased to make available our GUT360 testing kit (“Gut Test Kit”), Powered by BIOHM (as defined herein). In order to make use of the DNA CO’s Gut Test Kit, You will need to create an account at www.dnagut360.com/register.com (the “Website”) and You will need to submit a Sample (as “Sample” is defined herein). These Terms and Conditions (hereinafter, “Agreement”), govern the legal relationship between You (“You” or “Your”) and DNA CO with respect to:

- The provision of services (“Services”) related to a test kit You have purchased from DNA CO, any submission by You of a Sample in connection therewith (as “Sample” is defined below), Your provision of Self-Reported Information either via an account You create at the Website or in connection with Your submission of a Sample (as “Self-Reported Information” is defined below), or any other Service we perform involving Your Sample or Self-Reported Information; and,
- Your access and/or use of the Website, and any software services provided or made available via any portal or login screens accessible at the Website (“Software”).

The Services and Software may be referred to herein individually as an “Offering” and collectively as “Offerings.” “Sample” means a biological sample or other physical specimen You provide in a test kit You purchased from Us and submit for processing in order to analyze and generate a profile of your microbiome results. “Self-Reported Information” means information about You, including known disease conditions, other health-related information, personal traits, ethnicity, family history, and other information about You. “Powered by BIOHM” refers to our relationship with BIOHM Health, Inc. (“BIOHM”).

EVERY DISPUTE BETWEEN YOU AND US, EXCEPT DISPUTES RESOLVED IN SMALL CLAIMS COURT, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION BELOW AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

1. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT

We are relying on Your full and complete agreement to be bound by all of the terms set forth or incorporated herein and You acknowledge that We would not make the Offerings available to You if You did not so agree.

You manifest Your asset to and agree to be bound by this Agreement when You do any of the following:

- You upload, submit or transmit any information to Us or to any of our partners, including BIOHM, including any Sample or any Self-Reported Information; or,
- You create, modify, access or use an account at the Website,
- You otherwise use or review Our Websites.

In agreeing to be bound by this **Agreement**, **You** agree to comply with all of the rules, guidelines, policies, terms, and conditions applicable to **Our Offerings**, and they are incorporated into this **Agreement** by this reference. If **You** do not agree to be bound by this **Agreement**, do not attempt to obtain, use, or receive the benefit of any of **Our Offerings**, including by taking any of the actions listed above.

This **Agreement** may be revised or amended by **Us** at any time and without notice to **You**. When changes to this **Agreement** are made, **We** will make the updated version of this **Agreement** available at the **Website** and, when appropriate, in the **Offerings**. Once made available, such revisions and amendments shall be immediately binding on **You**. **You** agree that it is **Your** obligation and responsibility to periodically review the **Website** to see if this **Agreement** has been revised or amended. **You** acknowledge and agree that if **You** purchase, access, use, or receive the benefit of any of the **Offerings** after the date on which this **Agreement** has been revised by **Us**, such action constitutes **Your** acceptance of the updated **Agreement**.

2. WHO CAN USE OUR OFFERINGS.

While **We** strive to make the **Offerings** available to everyone, there are restrictions on who may purchase or otherwise receive the benefit of them. By purchasing, receiving the benefit or, or using any of the **Offerings**, **You** represent, warrant and agree both to **Us** and to **Our** partners that:

- **You** are of legal age to form a binding contract under the laws of the jurisdiction in which **You** are a resident or from which **You** purchase, receive the benefit of or otherwise use the **Offerings**; and,
- **You** are not restricted or prohibited from purchasing, receiving the benefit of or using any **Offerings** under the laws of the jurisdiction in which **You** are resident or from which **You** use any of the **Offerings**.
- **You** are using or reviewing the **Website** from a location either in the United States or Canada.
- **YOU UNDERSTAND THAT INFORMATION YOU LEARN AS A RESULT OF YOUR PURCHASE OR USE OF ANY OF THE OFFERINGS IS NOT DESIGNED TO PREDICT, DIAGNOSE, PREVENT, OR TREAT ANY CONDITION OR DISEASE OR TO ASCERTAIN THE STATE OF YOUR HEALTH. YOU UNDERSTAND THAT THE POWERED BY BIOHM GUT TESTING SERVICES ARE INTENDED FOR INFORMATIONAL AND/OR EDUCATIONAL PURPOSES ONLY AND SHOULD ALWAYS BE CONFIRMED AND SUPPLEMENTED BY ADDITIONAL MEDICAL AND CLINICAL TESTING AND INFORMATION. YOU ACKNOWLEDGE THAT YOU SHOULD SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER IF YOU HAVE QUESTIONS OR CONCERNS ARISING FROM YOUR MICROBIOME GUT TEST RESULTS.**

In addition, if **You** transmit, submit or otherwise provide any **Sample**, **Self-Reported Information** or other **Personal Information**, **You** represent, warrant and agree that **You** are, or the person to whom such material relates, is thirteen (13) years of age or older and that such information is either **Your** information or information belonging to a person for whom **You** have the legal right to provide such material. **You** also give permission to **DNA CO**, and to **Our** partners (including without limitation, **BIOHM**), affiliates and their respective successors and assignees to perform any of **Our** or their respective services, analysis or evaluation off or on **Your Sample** as they may elect and/or as **You** have requested and **You** specifically request **BIOHM** to disclose the microbiome results to **You** and to others. "**Personal Information**" means

information that can be used to identify **You**, either alone or in combination with other information and includes but is not limited to **Self-Reported Information**.

3. CONSIDERATIONS AND RISKS REGARDING GUT TEST MICROBIOME ANALYSIS

The **Offerings**, including the **Gut Test Kit** Analysis related services, are not intended to diagnose, treat, cure or prevent any disease. **Our DNA CO** is not a licensed medical service provider and any information available or provided by **Us** through the use of the **Offerings** is not and should not be interpreted as medical advice, diagnosis or treatment. **Your** access or use of the **Offerings** does not form and shall not be construed to form a physician-patient relationship. **You** understand and acknowledge that **You** should consult with **Your** medical care providers, regarding all medical and wellness matters affecting **You** and **Your** implementation or utilization of any information provided by **Us**.

IF AT ANY TIME YOU HAVE REASON TO BELIEVE THAT YOU ARE HAVING A MEDICAL EMERGENCY, YOU SHOULD IMMEDIATELY CALL 911 AND SEEK IMMEDIATE MEDICAL ATTENTION.

Once You receive analysis of any Information (including any Sample) You submit, the knowledge is irrevocable. **You** should not assume that any information **We** may be able to provide to **You**, whether now or as research advances, will be welcome or positive. **You** should also understand that as research advances, in order for **You** to assess the meaning of **Your** microbiome in the context of such advances, **You** may need to obtain further **Offerings** from **Us**, **Your** physician, nutritionist, or other health care provider.

We encourage **You** to talk to a health professional with special training in digestive health conditions, prior to collecting **Your Sample** so **You** can make an informed decision about whether Gut Testing, powered by **BIOHM**, is right for **You**. A physician can help **You** understand **Your** results and options.

Some people feel a little anxious about getting their microbiome results. This is normal. If **You** feel very anxious, **You** should speak to **Your** physician or a healthcare provider prior to collecting **Your Sample** for testing.

You may learn information about Yourself that You do not anticipate. This information may evoke strong emotions and has the potential to alter **Your** life and worldview. **You** may discover things about **Yourself** that trouble **You** and that **You** may not have the ability to control or change. These outcomes could have social, legal, or economic implications.

The laboratory may not be able to process Your Sample, and the laboratory process may result in errors. The laboratory may not be able to process **Your Sample** if **Your Sample** does not contain a sufficient volume of biologic material, **You** do not provide enough of a **Sample**, or the results from processing do not meet **Our** standards for accuracy. **You** accept full responsibility in each such event and neither **We** nor any of **Our** partners will refund the purchase price. **Your** limited remedy in such event, and **Our** sole obligation therefor is as follows: if the initial processing fails for any of these reasons, **Your Sample** will be reprocessed once at no charge to **You**. Even for processing that meets **Our** high standards, a small, unknown fraction of the data generated during the laboratory process may be un-interpretable or

incorrect (referred to as “Errors”). As this possibility is known in advance, users are not entitled to refunds where these Errors occur.

You should not change Your health behaviors solely on the basis of information from your Gut Test Kit microbiome analysis. Make sure to discuss Your results with a physician or other healthcare provider before You act upon the results of the Services. For most common diseases, the known community of microbiome microorganisms are only responsible for a small fraction of the risk. There may be unknown markers, environmental factors, or lifestyle choices that are far more important predictors. If Your data indicates that You are not at elevated risk for a particular disease or condition, You should not feel that You are protected. The opposite is also true; if Your data indicates You are at an elevated risk for a particular disease or condition, it does not mean You will definitively develop the disease or condition. In either case, if You have concerns or questions about what You learn through your Gut Test Kit microbiome analysis, You should contact Your physician or other health care provider.

Microbiome research is not comprehensive. While Your Gut Test Kit microbiome analysis will measure many of the data points from Your microbiome, only a small percentage of them are known to be related to human traits or health conditions. The research community is rapidly learning more about the human and other animal gut microbiomes, and an important mission of DNA CO and Our partners, including BIOHM, is to conduct and contribute to this research. In addition, many ethnic groups are not included in microbiome studies. Because interpretations provided in the Services rely on these published studies, some interpretations may not apply to You. Future scientific research may change the interpretation of Your microbiome. In the future, the scientific community may show previous research to be incomplete or inaccurate.

Your microbiome results that You share with others could be used against Your interests. You should be careful about sharing Your microbiome results with others. Currently, very few businesses or insurance companies can and do request access to any genetic information which may be included in Your microbiome, but this could change in the future. While the “Genetic Information Nondiscrimination Act” (“GINA”) was signed into law in the United States in 2008, its protection against discrimination by employers and health insurance companies for employment and coverage may not apply to gut microbiome genetic information. In addition, GINA does not cover life, long-term care, or disability insurance providers. Some, but not all, states and other jurisdictions have laws that protect individuals with regard to their genetic information. You may want to consult a lawyer to understand the extent of legal protection of Your microbiome before You share it with anybody.

Furthermore, microbiome results that You choose to share with Your physician or other health care provider may become part of Your medical record, and through that route be accessible to other health care providers and/or insurance companies in the future.

The Services are for informational and educational use only. We do not provide medical advice. The microbiome results provided as a result of Your Gut Test Kit microbiome analysis are for Your personal informational and educational use only. This means two things. First, many of the microbiome discoveries that may be included in your analysis and/or report have not been clinically validated, and the technology We use, which is the same technology used by the scientific community, to date has not been widely used for clinical testing. As a result of the current state of gut microbiome knowledge and understanding, the Services are for informational and educational purposes only. The Services are not intended to be used by the customer for any diagnostic purpose and are not a substitute for professional medical or veterinary advice. You should always seek the advice of Your physician or other health care provider, with any

questions **You** may have regarding diagnosis, cure, treatment, mitigation, or prevention of any disease or other medical condition or impairment or the status of **Your** health.

Neither **We** nor any of **Our** partners, including **BIOHM**, endorse, warranty or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on the **Website**. If **We** provide to **You** on **Our** website any recommendations that identify for **You**, based on **Your** microbiome and **Self-Reported Information** and scientific literature or research, potentially actionable information, this information is intended for informational purposes only and for discussion with **Your** physician or other healthcare provider. **You** acknowledge and understand that (a) **Your** microbiome is only part of the picture of any individual's state of being, (b) the state of the understanding of the human gut microbiome is rapidly evolving and at any given time **We** and **Our** partners, including **BIOHM**, only comprehend part of the picture of the role of microbiome science, and (c) only a trained physician or other health care provider can assess **Your** current state of health or disease, taking into account many factors, including in some cases **Your** microbiome as well as **Your** current symptoms, if any. Reliance on any information provided by **Us** or any of **Our** partners, including **BIOHM**, or any of **Our** respective partners is solely at **Your** own risk.

4. YOUR SUBMISSION OF A SAMPLE.

Consent to Sample storage and additional Sample analyses. When **You** send a **Sample** in the manner more fully described in **Your Gut Test Kit**, **You** are choosing to have **Us** or one of **Our** partners, including **BIOHM** and/or one of its contractors (individually and collectively, the "**Gut Test Service Team**"), store either **Your Sample** or material extracted from **Your Sample**, and to have one or more members of the **Gut Test Service Team** access and analyze **Your** stored pseudonymized **Sample**, in each case, subject to **Our** [Privacy Policy](#) and the [BIOHM Privacy Policy](#). Unless **We** notify **You** otherwise, **We** or one of the other members of the **Gut Test Service Team** will store **Your** pseudonymized **Sample** (indefinitely) or an identified **Sample** (for a period of up to ten (10) years). **We** or one of the members of the **Gut Test Service Team** will contact **You** to get **Your** permission in the unlikely event that there is a need to re-analyze **Your** identifiable **Sample** or perform future analysis that is not described in this **Agreement**. All of the same safeguards to any further use of **Your Sample** will be provided as provided herein and/or **Our** [Privacy Policy](#), the [BIOHM Privacy Policy](#) and the [Consent to Participate in Research Agreement](#).

Submission of Sample by Product Expiration Date. **You** are required to submit **Your Sample** in the manner provided by the instructions accompanying **Your Gut Test Kit** before the **Product Expiration Date**, or **You** will be required to separately purchase an additional new gut test kit and resubmit **Your Sample**. "**Product Expiration Date**" means the twelve (12) month period beginning on the purchase date of the microbiome test kit.

Purging of Testing / Analytic Results if You do Not Register an Account with Us.

If **You** purchase a **Gut Test Kit** and submit a **Sample** for analysis, in order to receive the results of analysis or other review performed thereon, as provided above, **You** are required to create a user account at the **Website**. If **You** fail to create such an account within 180 days of receipt of **Your** sample by a member of the **Gut Test Service Team**, we shall have the right to delete any information associated with **Your Sample** (including without limitation the analytical lab results) and **We** shall have no obligation to provide **You** with such results.

Additional DNA analyses of stored participant Samples. In addition, for research purposes, **Your** pseudonymized microbiome data may be reanalyzed in the future using another technology. The analysis may focus on particular regions of the human gut microbiome or on the whole microbiome. While the field of large-scale sequence analysis is still in its early stages, **We** can use methods that are being developed to compare sequence data with large public databases of certain variations to identify and characterize functional microbiome variation.

Consent to participate in research. Subject to the terms of **Our** [Privacy Policy](#), and **BIOHM's** [Privacy Policy](#), by giving **Your** consent for **Your Personal Information**, (including **Your Samples**, microbiome, and **Self-Reported Information**) to be used in **Microbiome Research** as described in the applicable Consent to Participate in Research agreement which is made available for **Your** review [here](#) and which is incorporated into and forms part of this **Agreement**. In accordance with **Our** [Privacy Policy](#), the [BIOHM Privacy Policy](#), and the [Consent to Participate in Research Agreement](#), **We** and others on the **Gut Test Service Team** may include **Your** information in the aggregated microbiome and **Self-Reported Information** disclosed to third parties for the purpose of publicity or publication in a peer-reviewed scientific journal. **We** and other members of the **Gut Test Service Team** may also include **Your** information in Aggregated microbiome and **Self-Reported Information** disclosed to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal. **You** understand and acknowledge that such microbiome research may be sponsored by, conducted on behalf of, or in collaboration with third parties, such as non-profit foundations, academic institutions or pharmaceutical companies, and that it may involve the study of a specific group or population, identify potential areas or targets for therapeutics development, conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions, work with public, private and/or non-profit entities on genetic research initiatives, or otherwise create, commercialize, and apply this new knowledge to improve health care. "**Microbiome Research**" means scientific research that is performed with the intent to publicize and/or publish in a peer-reviewed scientific journal.

Waiver of property rights. **You** understand that by providing any **Sample**, having **Your Sample** processed, accessing **Your Personal Information** (including **Your** microbiome results), or providing **Self-Reported Information**, **You** acquire no rights in any research or commercial products that may be developed by **Us**, **BIOHM**, any other members of the **Gut Test Service Team**, or any collaborating partners. **You** specifically understand that **You** will not receive compensation for any research or commercial products that include or result from **Your** microbiome results or **Self-Reported Information**.

5. PURCHASES OF OUR OFFERINGS.

Charges and payment. In order to complete **Your** purchase, **You** must provide a valid payment method when **You** order any of our **Offerings** which are for sale. When **You** purchase one of **Our Offerings** and supply payment method information (including any credit card, debit card, PayPal, Apple® Pay, or other similar payment processing services information), **You** authorize **Us** to charge **Your** payment method for all fees and charges applicable to **Your** purchase. **You** represent and warrant that **You** are authorized to use such payment method for making the subject purchase, and **You** agree to pay all fees and charges incurred using that payment method by **Your** account. **You** agree and authorize **Us** to provide **Your** payment method information and related **Personal Information** to our designated third-party service provider(s) including payment processors for their use in charging **You** for the **Offering** ordered by **You**. All fees and charges for **Our Offerings** are exclusive of sales tax and other applicable taxes, and **You** are responsible

for payment of any and all applicable taxes. Sales tax as used herein shall mean any sales or use tax, functional equivalent of a sales tax, or other tax measured by sales proceeds that **We** are permitted or required to pass on to **Our** customers.

We reserve the right to accept or reject orders for any **Offering** for any reason. Price and availability of **Our Offerings** are subject to change without notice.

YOU AGREE THAT ANY PAYMENT SUBMITTED BY **YOU** IS SUBMITTED ON BEHALF OF **YOURSELF**, WITHOUT EXPECTATION OF ANY REIMBURSEMENT BY THIRD-PARTY PAYERS. **WE** DO NOT UNDERTAKE TO SUBMIT ANY INFORMATION PROVIDED BY **YOU** FOR REIMBURSEMENT OR PAYMENT FROM PRIVATE INSURANCE CARRIERS, MEDICARE, MEDICAID, OR ANY OTHER THIRD-PARTY PAYERS.

Your purchases are subject to our Shipping Policy and Our Return Policy.

6. ACCOUNTS

Account Creation, Customer Account, Password, and Security Obligations.

In creating an account, **You** agree to: (a) provide true, accurate, current, and complete account registration information about **Yourself**, and (b) maintain and promptly update such information so that it remains true, accurate, current, and complete. If **You** provide any account registration information that is untrue, inaccurate, not current, or incomplete, or if we or any of **Our** partners have a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, either **We** or such partner may suspend or terminate **Your** account. **You** may be asked from time to time to confirm **Your** account by sending emails, texts or other communications and if **You** fail to confirm **Your** account as requested by **Us**, **Your** account is subject to immediate suspension or deletion. **You** consent to receive notices, including agreements, disclosures, and other communications, electronically at the email address **You** have provided. **You** agree that these electronic notices satisfy any legal requirements that such communications be in writing.

We may assign **You** (or **You** may create) a password to enable **You** to access and use **Your** account. **You** will be solely responsible for all access to and use of the **Offerings** by anyone using the account, including login and password credentials, and identification originally assigned to **You** whether or not such access to and use of this **Website** or the **Software** is actually authorized by **You**, including without limitation, all purchases, communications and transmissions and all obligations (including without limitation financial obligations) incurred through such access or use. **You** agree that **You** will not share **Your** account information with anyone and agree to notify **Us** immediately of any unauthorized use of **Your** account by anyone or any other breach of security that **You** become aware of.

You may not use an account for any purpose that is unlawful or prohibited this **Agreement** or in any manner that could damage, disable, overburden, or impair any of the **Offerings** or interfere with any other party's use and enjoyment of any of the **Offerings**. If **You** violate the terms of this section and/or **We** or any of **Our** partners has a reasonable ground to suspect that **You** have violated the terms of this section, **Your** account is subject to immediate suspension or termination.

If **You** use an account in connection with the submission of a **Sample**, **You** may do so only while **You** are physically residing in the country to which **Your Sample** collection kit was shipped from.

In order to use certain of the **Offerings**, **You** must obtain Internet access, either directly or through devices that access web-based content and pay any service fees associated with such access. **You** are solely responsible for paying such fees. In addition, **You** must provide all equipment necessary to make such Internet connection, including a computer and modem or other access device. **You** are solely responsible for providing such equipment.

7. USE RIGHTS AND RESTRICTIONS

Your Rights to Download, Access and/or Use Our Offerings. Subject to the terms and conditions of this **Agreement**, for so long as **We** determine in **Our** sole and exclusive discretion, on a non-exclusive, personal, non-transferable, non-sublicensable, and revocable basis, **You** may for **Your** personal and non-commercial use only, access and use the **Software** and access and use **Our Websites** by displaying same on **Your** personal computing device's internet browser. **DNA CO** reserves the right to suspend or terminate this **Agreement** and/or **Your** ability to access and use any of these **Offerings** without liability to **You**, without notice to **You**, and for any reason, including, without limitation, if **You** violate any of the terms of this **Agreement**. The foregoing rights shall be revoked and shall terminate immediately and without notice to **You** upon any breach by **You** of this **Agreement**.

Restrictions Related to Your Use of Our Offerings. In accessing and/or using any of the **Offerings**, including without limitation through an account, **You** agree that **You** are subject to the following "**Restrictions on Use**" and that **You** will not: (1) sell, license, sub-license, distribute, rent, lease, digitally transmit, transfer, or assign the ability to access and use all or any part of the **Offerings**; (2) copy, reproduce or publicly display all or any part of the **Offerings**; (3) reverse engineer, decompile, or disassemble all or any part of the **Offerings**, or otherwise attempt to obtain any of the source code, object code, executable code, or media files related to all or any part of the **Offerings**; (4) remove or obscure any product identification, proprietary, copyright, or other notices contained in or on the **Offerings**; (5) modify, translate, or create derivative works based upon all or any part of the **Offerings**; (6) access the **Offerings** other than for **Your** personal use or if **You** are not legally recognized as an adult by the applicable laws in the jurisdiction in which **You** reside; (7) incorporate all or any part of the **Offerings** into any other product or service or create Internet "links" to or from all or any part of the **Offerings** or "frame" or "mirror" any part of the **Offerings**; (8) interfere with or disrupt the integrity or performance of all or any part of the **Offerings** or the ability of **You** or others to access and use same, the data contained therein or any equipment used by **You** or others to connect to the **Offerings**; (9) attempt to gain unauthorized access to any of the **Offerings** or access any of the **Offerings** through automated or non-human means; (10) access the **Software** if **You** are under the age of 18, from a location outside of the United States of America or Canada, or if **You** are not a resident of either the United States of America or Canada; (11) upload, post, email, or otherwise transmit any material that is derogatory, defamatory, libelous, indecent, pornographic, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status; (12) impersonate any person or entity, including, but not limited to, anyone affiliated with any member of the **Gut Test Service Team**, or falsely state or otherwise misrepresent **Your** affiliation with a person or entity; (13) add **Your** own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through an **Offering**; (14) "stalk" or otherwise harass another person; (15) upload, post, email, or otherwise transmit any content that **You** do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential

information learned or disclosed as part of employment relationships or under nondisclosure agreements) or any information that violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (16) use any information received through the **Offerings** to attempt to identify other customers, to contact other customers, or for any forensic use; (17) download any file posted by another user of the **Offerings** that **You** know, or reasonably should know, cannot legally be distributed in such manner; (18) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of **Us**, **BIOHM** or any other member of the **Gut Test Service Team**; (19) harm minors in any way; (20) advertise or offer to sell or buy any goods or services for any business purpose; (21) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law; (22) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (23) use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the **Website**; (24) engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the **Website**; (25) attempt to or actually override any security component of the **Website** or associated with any account accessible therefrom; (26) interfere with or disrupt any of the servers or networks connected to any of the **Offerings**, or disobey any requirements, procedures, policies, or regulations of networks connected to the **Offerings**, including through the use of any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties; (27) violate any code of conduct, directives, instructions, or other guidelines which may be applicable to the **Offerings** that have been communicated to **You** by anyone on behalf of **Us**; or (28) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law. **You** agree that **You** will not use the **Offerings** for activities prohibited by applicable state, federal, international law or rules or regulations.

We make no claims regarding the **Offerings** outside the United States. If **You** access the **Offerings** from outside the United States, **You** do so at **Your** own risk and **You** are responsible for compliance with the laws of such jurisdiction. **You** may not assign (or grant a sublicense of) **Your** rights to use the **Offerings**, grant a security interest in or over **Your** rights to use the **Offerings**, or otherwise transfer any part of **Your** rights to use the **Offerings**. **You** agree not to modify the **Offerings** in any manner or form, or to use modified versions of the **Offerings**, including (without limitation) for the purpose of obtaining unauthorized access to the **Offerings**. Any rights not expressly granted herein are reserved.

This is a non-exhaustive list of things **You** may not do in connection with regard to the **Offerings**. If **We** have not within this **Agreement** expressly provided that **You** may do something with respect to an **Offering**, **We** do not authorize **You** to do it. **We** may decide that any conduct **You** engage in violates this **Agreement**, including these **Restrictions on Use**, and should **We** do so, **We** reserve the right to cause the immediate revocation or suspension of **Your** ability to access and use all or any part of the **Offerings**.

You acknowledge and agree that **You** are solely responsible for, and that neither **We**, **BIOHM** nor any other member of the **Gut Test Service Team** has responsibility to **You** or to any third party for, any breach of **Your** obligations under this **Agreement** and for the consequences (including any loss or damage which **BIOHM** may suffer) of any such breach. In case of breach of any one any agreement referenced herein, we have the right to suspend or terminate **Your** account and refuse any and all current or future use of any of the **Offerings** (or any portion thereof) and **You** will defend and indemnify **Us**, **BIOHM** and all other

members of the **Gut Test Service Team**, and their respective affiliates, against any liability, costs, or damages arising out of the breach of the representation.

8. ADDITIONAL REPRESENTATIONS & WARRANTIES RELATED TO THIS AGREEMENT.

In addition to the other representations, warranties and covenants made by **You** herein, **You** represent and warrant as follows:

- **You** are warranting that any **Offering You** purchase, or any **Sample You** provide is for personal, non-commercial, non-legal or non-journalistic purposes only, and not for the intent to reverse-engineer and/or analyze for business, legal or journalistic purposes. **You** specifically acknowledge and agree that by accepting this **Agreement**, in the event **You** violate this provision (including the very act of simply completing the purchase process), that **You** have proactively taken steps to damage **Our** business interests and the business interests of our partners, including **BIOHM**, and by doing so, **You** accept legal liability and actual consequential, incidental, indirect, punitive or special damages of any kind whatsoever that are alleged by **Us** and/or any of them. **You** also agree to pay any and all direct and indirect attorneys' fees and expenses incurred by **Us** and/or any of **Our** partners, including **BIOHM**, in order to explore or pursue claims regarding violation of this provision, whether successful or not.
- If **You** are a customer outside the United States providing a **Sample**, **You** confirm that this act is not subject to any export ban or restriction in the country in which **You** reside. **You** also agree that any **Sample You** provide, and all resulting data may be transferred and/or processed outside the country in which **You** reside.
- **You** are warranting that **You** are not an insurance company or an employer attempting to obtain information about an insured person or an employee.
- **You** are aware that some of the information **You** receive may provoke strong emotion.
- **You** take responsibility for all possible consequences resulting from **Your** sharing with others access to **Your Personal Information**, including **Your** microbiome result and **Your Self-Reported Information**.

You agree that You have the authority, under the laws of the state or jurisdiction in which You reside, to provide these representations and warranties. In case of breach of any one of these representations and warranties We and our Partners, including BIOHM, have the right to suspend or terminate Your account and refuse any and all current or future use of any of the Offerings (or any portion thereof) and You will defend and indemnify Us and Our partners, including BIOHM and the other members of the Gut Test Service Team, and each of our respective affiliates against any liability, costs, or damages arising out of the breach of the representation and warranty.

9. INTELLECTUAL PROPERTY.

You acknowledge and agree that the **DNA CO** or its third party licensees or affiliates shall have and retain exclusive and full ownership of all right, title, and interest in and to all of the **Offerings**, including all

associated media and media files, all data associated with microbiome testing and/or analysis, all aggregated, pseudonymized or de-identified data of any kind that is associated with microbiome testing and/or analysis, all designs, formulations, know-how, production methods, modifications, improvements, enhancements, and derivative works to all or any part of any of the **Offerings**, and/or any of the content presented or made available therein (including, without limitation, product design, composition, and formulation, video, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof), and any and all intellectual property rights therein, including, without limitation, any and all patents, copyrights, moral rights, rights in inventions, rights in mask works, rights in and to software code of any kind (including all software routines, machine readable or executable code, source code, database structure, database content, and all **DNA CO** APIs), rights in proprietary algorithms, processes and workflows executed by or otherwise related to any of the **Offerings**, and any other form of an intellectual property interest recognized anywhere in the world. Any rights not expressly granted to **You** herein are reserved by **DNA CO** and/or by **Our** Partners and licensors, including by **BIOHM**.

You agree that the **DNA CO** and each of our partners, including **BIOHM**, may use **Your** feedback, comments, know-how, techniques, questions, reviews, comments, suggestions, or ideas relating to the **Offerings** ("**Feedback**") in any way, including in future modifications of the **Offerings**, other products or services, advertising, or marketing materials. **You** grant the each of us a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free, and unlimited license to use all Feedback that **You** provide or so disclose. Except as otherwise expressly provided elsewhere in this **Agreement** or in **Our** [Privacy Policy](#), anything that **You** submit or post to the **Website**, and/or otherwise provide or communicate to **Us**, is and will be treated as non-confidential Feedback.

The use of any of **Our** or **Our** partner's (including **BIOHM**'s) trademarks or service marks without express written consent is strictly prohibited. **You** agree that **You** shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within any of the **Offerings**.

10. WE USE CONTRACTORS TO HELP SUPPLY AND FULFILL OUR OFFERINGS

We utilize the services of third party contractors, including without limitation, **BIOHM**, outside data-hosting providers, outside analytic laboratories, contract manufacturers and others. While we may refer to **BIOHM** and these other entities as a "partner" or "member of the **Gut Test Service Team**", **You** agree and acknowledge that each such entity (including **BIOHM**) is an independent contractor to **DNA CO**.

11. OUR PRIVACY POLICY AND OUR COOKIE POLICY.

Because **Our Gut Test Kit** microbiome services are **Powered By BIOHM**, **You** are agreeing that both of **BIOHM**'s [Privacy Policy](#) ("**Privacy Policy**") and [Cookie Policy](#) shall apply to activities carried out under this **Agreement**. In addition, our [Privacy Policy](#) shall also apply and collectively, these policies provide information about how **We** and other members of the **Gut Test Service Team** may use **Your Personal Information**, including your **Self-Reported Information**, the results of any analysis or testing **We** or third

party laboratories perform on any **Sample You** submit, and about **Our** data security. In case of any conflict between the terms of this **Agreement** and **Our** [Privacy Policy](#) with respect to matters addressed by **Our** [Privacy Policy](#), the terms of **Our** [Privacy Policy](#) shall control.

Neither **BIOHM** nor other members of the **Gut Test Service Team** are subject to the Health Insurance Portability and Accountability Act of 1996 (sometimes called “**HIPAA**”). **You** expressly agree and acknowledge that none of the **Personal Information You** provide to **Us** constitutes “Protected Health Information” as that term is defined by **HIPAA** and that **You** have no expectation that **BIOHM** or such other entities will or are required to comply with **HIPAA**.

12. TERMINATION AND EFFECT OF TERMINATION

This **Agreement** will continue to apply until terminated as set out in this section.

If **You** want to terminate an Account, **You** may do so by notifying **Us** at any time in writing, which will entail closing all accounts for all of the **Offerings** to which **Your** termination applies. **Your** notice should be sent, in writing, to [The DNA Company, 650 E. Parkridge Ave., Suite 109, Corona, CA 92879], which is set out in this **Agreement**, or online via email to Clientcare@thednacompany.com . If **You** provide notice online, **You** will be sent an email asking **You** to confirm **Your** request, and **Your** notice will be effective following receipt of a second email confirmation from **You**. **You** may stop using any of **Our Offerings** at any time.

In addition to any other legal or equitable remedies, **We** may, without prior notice to **You**, immediately terminate the **Agreement** or revoke any or all of **Your** rights granted under this **Agreement**. Without limiting the foregoing sentence, **We** may at any time, terminate **Our** legal agreement with **You** (and in conjunction therewith, **Your** password and Account(s)), and/or **Your** ability to continue to use or receive the benefit of the **Offerings** if: (1) **You** have violated any provision of this **Agreement** (or have acted in manner which shows that **You** do not intend to, or are unable to comply with, the provisions of this **Agreement**); (2) **We** are required to do so by law (for example, where the provision of any of the **Offerings** to **You** is, or becomes, unlawful); (3) the partner with whom **We** make available the **Offerings** to **You** has terminated its relationship with **Us** or ceased to continue business in a manner with us that allow **Us** to offer any of the **Offerings** to **You**; or, (4) **We** are transitioning to no longer providing any of the **Offerings** to users in the country or state in which **You** reside or from which **You** use any of the **Offerings**.

Any suspected fraudulent, abusive, commercial, or illegal activity that may be grounds for termination of **Your** use of any of **Our Offerings** may be referred to appropriate law enforcement authorities, and **You** proactively accept legal liability, and liability for associated legal costs and expenses, regarding any legal action **We** decide to pursue against **You** personally and any entity **You** are affiliated with. **You** acknowledge and agree that **We** shall not be liable to **You** or any third party for any termination of **Your** access to any of the **Offerings**.

Upon any termination of this **Agreement**, **You** shall immediately cease all access to and use of the **Website** and **We** shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to **You** and deny **Your** access to and use of this **Website** in whole or in part. Any termination of this **Agreement** shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

13. MANDATORY ARBITRATION.

This Section 13 (captioned “**Mandatory Arbitration**”) sets forth **Our** agreement with respect to how disputes arising under this **Agreement** shall be resolved. Under the terms of this Section 13 (the “**Arbitration Provision**”), and except as set forth below, **Claims** (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with this provision if **You** or **We** elect it. If a **Claim** is arbitrated, neither **You** nor **We** will have the right to: (1) have a court or a jury decide the **Claim**; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a **Claim** with those of any other person. “**Claim**” means any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this **Agreement** or **Your** purchase, use, or receiving the benefit of any of **Our Offerings**. The term **Claim** is intended to be interpreted as broadly as permitted under applicable law.

Agreement to arbitrate claims. By agreeing to this **Agreement**, **You** waive **Your** right to sue **Us** in court. If **You** do not agree, do not purchase, use, or receive the benefit of any of **Our Offerings**.

Electing arbitration. The party initiating arbitration must notify the other party in writing (the “**Notice**”). **Your Notice to Us** shall be sent to [The DNA Company, 650 E. Parkridge Ave., Suite 109, Corona, CA 92879] (“**Notice Address**”). **Our Notice to You** shall be sent to the most recent address for **You** in **Our** files, or to the email address **We** have on file for **You**. If **You** purchased an **Offering** for resale (if and when permitted hereunder), any arbitration will take place in Cuyahoga County, Ohio, unless **You** and the **DNA CO** agree otherwise. If **You** purchased an **Offering** as a consumer (i.e., as an end-user of the Products), any arbitration will take place in any venue in which a federal court would have jurisdiction over **Your Claims**, unless **You** and the **DNA CO** agree otherwise.

If a party files a lawsuit in court asserting a **Claim** and the other party elects arbitration, such **Notice** may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of **Claims** asserted by the plaintiff in a lawsuit filed in court). After arbitration is compelled by a court, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.

Arbitration costs. **We** will pay the filing, administrative and/or arbitrator’s fees (“**Arbitration Fees**”) that **We** are required to pay pursuant to the arbitrator’s rules or the law. In addition, with respect to **Arbitration Fees** that **You** are required to pay under the arbitrator’s rules in connection with an individual arbitration **You** have commenced against **Us** or that is compelled by a court, **We** will pay, or reimburse **You** for **Your** payment of, any **Arbitration Fees** that exceed the filing fee for the federal court located in the venue in which the arbitration will take place if (a) **You** did not purchase the **Offering** for resale (i.e., bought them as the consumer end user), and (b) the amount of **Your Claim** does not exceed \$75,000. For **Us** to pay these fees or reimburse **You** for **Your** payment of these fees, **You** must notify **Us** in writing of **Your** request for reimbursement at the **Notice Address**. If this reimbursement provision applies, and **You** have already paid a filing fee to file a case in state or federal court, **You** will not be required to pay that amount again if the court compels arbitration.

Arbitration administrator and rules. The party electing arbitration must choose between one of two

administrators: (1) the American Arbitration Association (“AAA”), or (2) JAMS. The rules or codes of procedures in effect at the time the arbitrator is elected that apply to the claims (for example, the AAA or JAMS consumer rules will apply to **Your** claim if **You** are a consumer) will apply to the arbitration, and these rules are incorporated into this **Agreement** to the extent they are consistent with this **Agreement**. **You** may obtain a copy of the rules/codes, and more information about initiating an arbitration, by (1) contacting AAA at 1-800-778-7879 or visiting www.adr.org, or (2) contacting JAMS at 1-800-352-5267 or visiting www.jamsadr.com. The arbitrator is bound by the terms of this **Agreement**. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.

What law the arbitrator will apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will, however, apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (“FAA”), that would apply if the matter had been brought in court. The law of the State of Ohio applies to this **Agreement**, and will be applied by the arbitrator, as set forth above in the Choice of Law section above.

The Arbitrator’s decision and award. At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court.

Effect of arbitration award; appeal. The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA.

Federal Arbitration Act. This **Agreement** evidences a transaction in interstate commerce, and thus the FAA governs the interpretation and enforcement of this **Arbitration Provision**.

Class action waiver. Neither **You** nor the **DNA CO** will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate **Claims** with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than **You** and/or **Us** individually. The parties acknowledge that the class action waiver is material and essential to the arbitration of any **Claims** and is non-severable from this **Arbitration Provision**. If the class action waiver is voided, found unenforceable, or limited with respect to any **Claim** for which **You** seek class-wide relief, then the parties’ **Arbitration Provision** (except for this sentence) shall be null and void with respect to such **Claim**, subject to the right to appeal the limitation or invalidation of the class action waiver. The **Arbitration Provision**, however, shall remain valid with respect to all other **Claims**. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE OFFERINGS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

NEITHER WE NOR ANY OF OUR PARTNERS, INCLUDING BIOHM, MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH REGARD TO ANY OFFERING

AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE OFFERINGS ARE AT YOUR SOLE RISK; (2) WE HAVE NOT MADE ANY REPRESENTATION OR WARRANTY TO YOU THAT: (a) THE OFFERINGS WILL MEET YOUR REQUIREMENTS, (b) ANY OF OUR OFFERINGS WILL BE UNINTERRUPTED, ACCESSIBLE TIMELY, UNFAILINGLY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR OFFERINGS WILL BE ACCURATE OR RELIABLE, (d) THE QUALITY OF THE OFFERINGS PURCHASED OR OBTAINED BY YOU FROM US WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND/OR (e) ANY ERRORS IN ANY OF OUR OFFERINGS WILL BE CORRECTED; (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF OUR OFFERINGS IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR ANY OF OUR PARTNERS OR THROUGH OR FROM ANY OFFERING SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT; AND (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONAL IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. NEITHER WE NOR OUR PARTNERS, INCLUDING BIOHM, CONTROL(S) OR ENDORSE(S) ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN OR USE OF ANY OF THE OFFERINGS AND, THEREFORE, WE AND OUR PARTNERS SPECIFICALLY DISCLAIM ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN SAME.

TO THE MAXIMUM EXTENT ALLOW BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE AND OUR OTHER PARTNERS, INCLUDING BIOHM, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE OR OUR PARTNERS HAS/HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE OUR OFFERINGS; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE OFFERINGS, (c) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE OFFERINGS; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; OR (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law. If any portion of this section is found to be invalid or otherwise unenforceable, Our liability shall be limited to the fullest extent permitted by applicable law.

15. INDEMNITY.

YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS **DNA CO**, EACH AND ALL OF **OUR** PARTNERS, INCLUDING **BIOHM**, AND EACH OF **OUR** AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, MEMBERS MANAGERS, SUBCONTRACTORS, PARTNERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (INDIVIDUALLY AND COLLECTIVELY, "**COMPANY INDEMNIFIED PARTIES**") FROM AND AGAINST ANY AND ALL DAMAGES, EXPENSES, LIABILITIES, COSTS, OR OTHER LOSSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS INCURRED BY ANY SUCH COMPANY INDEMNIFIED PARTY THAT ARISE FROM OR OCCUR AS A RESULT OF, IN WHOLE OR IN PART, (I) **YOUR** ACCESS TO AND/OR USE OF ANY OF THE OFFERINGS; (II) **YOUR** VIOLATION OF ANY TERM OF THIS AGREEMENT; (III) **YOUR** VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT OR OTHER THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR PUBLICITY; or (IV) **YOUR** NEGLIGENT OR OTHER TORTIOUS CONDUCT OR **YOUR** VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION.

IF **YOU** HAVE SUBMITTED A **SAMPLE** OR OTHERWISE PROVIDED **YOUR** OWN **PERSONAL INFORMATION**, **YOU** WILL DEFEND AND HOLD HARMLESS **DNA CO** INDEMNIFIED PARTIES FROM ANY LIABILITY ARISING OUT OF THE USE OR DISCLOSURE OF ANY INFORMATION OBTAINED FROM GENOTYPING **YOUR SAMPLE** AND/OR ANALYZING **YOUR PERSONAL INFORMATION**, WHICH IS DISCLOSED TO **YOU** CONSISTENT WITH THE TERMS OF THIS **AGREEMENT** OR AS A RESULT OF ANY THIRD-PARTY ADD-ONS TO TOOLS **WE** PROVIDE. IN ADDITION, IF **YOU** CHOOSE TO PROVIDE **YOUR** MICROBIOME AND/OR **SELF-REPORTED INFORMATION** TO THIRD PARTIES - WHETHER INDIVIDUALS TO WHOM **YOU** FACILITATE ACCESS, INTENTIONALLY OR INADVERTENTLY, OR TO THIRD PARTIES FOR DIAGNOSTIC OR OTHER PURPOSES - **YOU** AGREE TO DEFEND AND HOLD HARMLESS **DNA CO** INDEMNIFIED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM SUCH DISCLOSURE OR USE OF **YOUR** MICROBIOME AND/OR **SELF-REPORTED INFORMATION**.

16. MISCELLANEOUS.

- a. **COPYRIGHT COMPLAINTS.** If **You** believe that **Your** work has been copied in a way that constitutes copyright infringement, please contact **Us** at [The DNA Company, 650 E. Parkridge Ave., Suite 109, Corona, CA 92879].
- b. **Conflicts; Severability; Survival.** The **Arbitration Provision** is intended to be broadly interpreted. In the event of a conflict between the provisions of this **Arbitration Provision** and the **AAA** or **JAMS** rules, or any other terms of the **Agreement**, the provisions of this **Arbitration Provision** shall control. If any part of this **Arbitration Provision** is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the class action waiver. This **Arbitration Provision** shall survive the termination of any relationship between **Us**, including the termination of the **Agreement**.
- c. **Limitation of claims.** **You** agree that regardless of any statute or law to the contrary, any **Claim** or cause of action arising out of, related to or connected with this **Agreement** must be filed within one (1) year after such **Claim** or cause of action arose or be forever barred.
- d. **Severability.** If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.
- e. **BIOHM is a Third Party Beneficiary of this Agreement.** **BIOHM** is an intended third party beneficiary of this **Agreement**. **BIOHM** shall be entitled to rely upon and enforce the provisions of this **Agreement**.

f. **Survival of terms.** When this **Agreement** comes to an end, all of the legal rights, obligations, and liabilities which are by their nature intended to continue indefinitely, shall be unaffected by this cessation, and shall continue to apply to such rights, obligations, and liabilities indefinitely.

g. **Notice. Notices to You** may be made via either email or regular mail. **We** may also provide notices of changes to this **Agreement** or other matters by displaying notices or links to notices to **You** generally on or through one or more of the **Offerings**. Official **Notices to Us** related to this **Agreement** must be sent to **Us** at:

The DNA Company, 650 E. Parkridge Ave., Suite 109, Corona, CA 92879]

Additionally, **We** accept service of process and demands for arbitration at this address. Any notices that **You** provide without compliance with this section on **Notices** shall have no legal effect. Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this **Website** to: The DNA Company, 650 E. Parkridge Ave., Suite 109, Corona, CA 92879].

h. **Entire agreement.** This **Agreement** constitutes the entire agreement between **You** and **Us** and regarding the subject matter hereof, superseding any prior agreements between **Us** on this subject.

i. **Waiver.** The failure of **Us** to exercise or enforce any right or provision of this **Agreement** shall not constitute a waiver of such right or provision. If any provision of this **Agreement** is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this **Agreement** remain in full force and effect.

j. **Admissibility of printed version.** A printed version of this **Agreement** and of any **Notice** given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this **Agreement** to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

k. **Section titles.** The section titles in this **Agreement** are for convenience only and have no legal or contractual effect.

l. **Assignment.** **You** may not assign or delegate any rights or obligations under the **Agreement**. Any purported assignment and delegation shall be ineffective. **We** may freely assign or delegate all rights and obligations under the **Agreement**, fully or partially without notice to **You**.

These Terms of Service were last updated April, 2024.