



# Terms of Service

Effective Date: June 16, 2018

These Terms of Service, including any policies, rules and other documents that are expressly incorporated herein by reference (collectively, the “**Terms**”), sets forth a legally binding agreement between you and AHNP, LLC d/b/a AHNP Precision Health (“**AHNP Precision Health**”, “**AHNP**”, “**we**” or “**us**”). These Terms govern your access to and use of any AHNP websites, software, products and services that link to these Terms, including the website located at [www.ahnphhealth.com](http://www.ahnphhealth.com) (the “**Site**”), and any content, functionality and services offered on or through the Site (collectively, the “**Services**”), whether as a guest or a registered user. Please read these Terms carefully before accessing or using the Site or any Services.

**These Terms contain a binding arbitration clause (Section 22) and class action waiver (Section 23) that waive your right to a court hearing and jury trial. Please read them carefully.**

## 1. Acceptance of Terms

By using any of the Services (whether or not you have an account or subscription), or by clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound by these Terms and to abide by all applicable laws with regard to your use of the Services. Except as specified herein, these Terms apply to any use of the Services, including, without limitation, when you (i) upload a digital version of your Medical Information (as defined in our Privacy Statement) and interact with it on or through the Site; or (ii) create and use a free AHNP account without providing your test data or Medical Information. In order to use the Services, you must first agree to these Terms. If you do not agree to be bound by these Terms and to abide by all applicable laws, you may not use any of the Services.

In addition to these Terms, your use of certain Services may require you to accept additional terms and conditions applicable to such Services (collectively, “**Additional Terms**”). When using particular Services, you shall be subject to any rules or policies applicable to such Services that may be posted or made available to you through the Services from time to time (“**AHNP Policies**”). The Additional Terms and AHNP Policies are incorporated and made a part of these Terms by this reference.

## 2. Changes to Terms

AHNP reserves the right, at its sole discretion, to change, modify, update or supplement these Terms or any Additional Terms that apply to a Service, at any time, including to reflect changes to the law or changes to our Services. When these changes are made, AHNP will make a new copy of these Terms available on the Site and any Additional Terms will be made available to you from within, or through, the affected Services. All changes are effective immediately when we post them or make them available to you, and apply to all access to and use of the Services thereafter. You acknowledge and agree that if you use the Services after the date on which these Terms have changed, AHNP will treat your use as acceptance of the updated Terms. It is your responsibility to check these Terms periodically for changes. Your continued use of the Services following the posting of any changes will mean that you accept and agree to the changes. If any changes are unacceptable to you, you may stop using the Services and, if applicable, cancel your subscription.

### 3. Privacy Statement

When you access the Site or use the Services, you provide us with different types of information. Please read our Privacy Statement, available at <https://storage.googleapis.com/ahnp-assets/recode/docs/Privacy-Statement.pdf> (the “**Privacy Statement**”), which explains how we collect, use and share information through the Site and Services, as well as your choices regarding these activities. The Privacy Statement applies to use of the Site and Services, and its terms and conditions are incorporated and made a part of these Terms by this reference. To view the Privacy Statement, <https://storage.googleapis.com/ahnp-assets/recode/docs/Privacy-Statement.pdf>.

### 4. Eligibility to Use the Services

The Services are intended for adults in the countries where they are being offered. You may not use the Services if you are (i) not of legal age to form a binding contract with AHNP or (ii) barred from receiving or using the Services under the laws of the jurisdiction in which you are resident or from which you use the Services. By using the Services, you represent that you satisfy the requirements set forth herein.

You must be at least 18 years of age to purchase or use any Services. To protect your privacy when you share your Medical Information with us, each adult who submits a blood sample for testing must create their own account. In addition, depending on the country where the person providing the blood sample is located, such person may also be required to explicitly consent to the processing of sensitive personal information before they activate their account or use any of the Services.

A parent or legal guardian may provide us personal information, and send us the blood samples of a minor child for processing using an account for that child that is directly managed by the parent or legal guardian. By activating a test for, or submitting any Personal Information about, a minor, you represent that you are the minor’s parent or legal guardian. You also agree that you have discussed the test or applicable Services with the minor and the minor has agreed to the collection and processing of their blood labs.

While the Services are intended for adults, if you are between the ages of 13 and 18, you may use the Services with your parent’s or guardian’s permission. Children under the age of 13 are not permitted to use any Services. We do not knowingly seek or collect any personal information from children under the age of 13. If AHNP becomes aware that we have unknowingly collected any personal data directly from a child under the age of 13, we will take commercially reasonable efforts to delete such data from our system.

### 5. Account Creation

You may need to create an AHNP account in order to access and use the Services. To protect your AHNP account, please keep your username and password strictly confidential. You are solely responsible for maintaining the confidentiality of your username, password and other account information, and are fully responsible for all activities performed through use under your AHNP account. If required, you will create a username and password for your AHNP account. You must provide accurate, complete and current registration information when you register and create an AHNP account. In consideration of your use of the Services, you agree to: (i) provide true, accurate, current, and complete registration information about yourself as prompted by the Service; and (ii) maintain and promptly update the registration information to keep it true, accurate, current and complete. If you provide any registration information that is untrue, inaccurate, not current or incomplete, AHNP has the right to limit, suspend or terminate your account and your access to the Services (or any portion thereof). You agree to immediately notify



AHNP of any unauthorized use of your AHNP account and ensure that you exit from your account at the end of each session. AHNP will not be liable for any damages arising from your failure to comply with this Section.

## **6. Description of the Services**

The Services include access to the Site and proprietary services, including the collection and analysis of your blood labs. Unless explicitly stated otherwise, each new feature that augments or enhances the current Service shall be subject to these Terms. You acknowledge and agree that the Services are provided “AS-IS” and are based on the current state of the medical research and technology in use by AHNP at the time of purchasing the Services. You acknowledge and agree that the form and nature of the Services which AHNP provides may change from time to time without prior notice to you, and that AHNP may stop (permanently or temporarily) providing certain Services (or any features within the Services) to you or to users generally at AHNP’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform AHNP when you stop using the Services unless you are requesting closure of your account. AHNP assumes no responsibility for the use of Services in any manner not contemplated by these Terms, or any use of the Services in violation of these Terms.

In order to use the Services, 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 service fees and obtaining 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. Risks and Considerations Regarding the Services**

We encourage you to speak with your medical doctor or other health care professional prior to collecting your sample for testing so you can make an informed decision about whether testing is right for you. If you feel anxious about getting medical results, you should speak with your medical doctor prior to collecting your blood labs for testing. A medical doctor can help you understand your results and options. You should not assume that any information we may be able to provide to you, whether now or in the future, will be welcome or positive. You should also understand that you may need to obtain additional services from AHNP or your medical doctor in order for you to assess the meaning of any information we provide to you.

You should not change your health behavior solely on the basis of information you receive from AHNP or through use of the Services. You should discuss your Medical Information with your medical doctor before you act upon any information obtained or resulting from the Services. There may be unknown factors or lifestyle choices that are more important predictors. If you have any questions or concerns about the information you obtain through use of the Services, you should contact and speak with your medical doctor.

While we measure many aspects of your test data and other Medical Information, 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 Alzheimer’s, and an important mission of AHNP is to conduct and contribute to this research. In addition, many ethnic groups are not included in medical studies. Because interpretations provided through the Services rely on these published studies, some interpretations may not apply to you. Future scientific research may change the interpretation of your test data and Medical Information. In the future, the scientific community may show previous research to be incomplete or inaccurate.

You should be very careful about sharing your Medical Information with any third party. Some jurisdictions have

laws that protect individuals with regard to their Medical Information. You may want to consult a lawyer to understand the extent of legal protection of your Medical Information before you share it with others. In addition, Medical Information that you choose to share with your medical doctor or other health care provider may become part of your medical record and accessible to other health care providers and/or insurance companies in the future. Medical Information that you share with family, friends or employers may be used against your interests. Even if you share Medical Information that has no or limited meaning today, that information could have greater meaning in the future as new discoveries are made.

The Medical Information provided by AHNP is for research, informational and educational use only. Many of the medical discoveries that we report have not been clinically validated, and the technology we currently use has not been widely used for clinical testing. The Services are not intended to be used for any diagnostic purpose and are not a substitute for professional medical advice. You should always seek the advice of your medical doctor if you have any questions or concerns regarding diagnosis, cure, treatment, mitigation or prevention of any disease, medical condition or impairment or the status of your health.

AHNP does not endorse, warrant or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, nutraceuticals, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on the Site or otherwise made available to you by or through the Services. If we provide you with any potentially actionable information based on the information you provide to us, scientific literature, research or otherwise, such potentially actionable information is intended solely for informational purposes and for discussion with your medical doctor. Only a medical doctor or other health care provider with relevant expertise can assess your current state of health or disease, taking into account many factors, including in some cases your medical history as well as your current symptoms, if any. Reliance on any information provided by AHNP or through the Services is solely at your own risk.

Please note that AHNP is not universally licensed by all state, federal or international authorities for medical testing conducted for health and disease-related purposes. There are certain jurisdictions in which we do not offer our Services because we do not have required licenses.

## 8. Your Use of the Services

In consideration of your access to the Services, you expressly covenant and agree:

- To comply with all AHNP Policies and applicable laws with regard to your use of the Services;
- You will not use the Services for any purpose that is unlawful or prohibited by these Terms;
- You will not impersonate any person or entity, including, but not limited to, anyone affiliated with AHNP, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not obtain or attempt to obtain any materials or other information through any means not intentionally made available to you or otherwise provided for your personal use of the Services;
- You will not add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;

- Not to resell the Services or to resell, reproduce or publish any content or information made available by or through on the Services, except as explicitly described in these Terms;
- Not to upload, post, email or otherwise transmit any material that is derogatory, defamatory, 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;
- Not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Services, use of the Service, or access to the Service, except as otherwise permitted under these Terms or pursuant to a separate written agreement between you and AHNP.
- Not to circumvent, disable or interfere with any security features of the Services or other features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein, including, without limitation, by use of any manual or automated software, devices, scripts bots, crawlers, spiders, data miners, scraping or other automatic access tools;
- You will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services;
- You are responsible for all use of the Services made via your account, and you will contact us if you suspect that your password or account has been breached or used without your authorization;
- violate these Terms, any AHNP Policies which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with AHNP

## 9. User Covenants and Representations

By accessing the Services, you agree to, acknowledge, and represent as follows:

- You understand that information you learn or receive from AHNP or through your use of the Services is not designed to independently diagnose, prevent or treat any condition or disease or to ascertain the state of your health in the absence of medical and clinical information.
- You understand that the Services are intended for research, informational and educational purposes only, and any information you learn or receive from AHNP or through your use of the Services should always be confirmed and supplemented by additional medical and clinical testing and information received from your medical doctor or other health care professional.
- You acknowledge that AHNP urges you to seek the advice of your medical doctor or other health care provider if you have questions or concerns arising from your Medical Information.
- You give permission to AHNP, its contractors, successors and assignees to perform services on the information from your blood lab and you specifically request AHNP to disclose the results of analyses performed on such information to you and others you specifically authorize.

- You are eighteen (18) years of age or older if you are providing any Medical Information.
- 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 Medical Information and your Self-Reported Information.
- You understand that all your Personal Information will be stored in AHNP databases and will be processed in accordance with the Privacy Statement.
- You understand that by providing any test data, having your Medical Information processed, accessing your Medical Information, or providing Self-Reported Information, you acquire no right, title or interest in or to any research, products or services that may be developed by or through AHNP, its affiliates or any of their respective collaborating partners. You specifically understand and agree that you will not receive compensation for any research or commercial products that include or result from your Medical Information or Self-Reported Information.
- You have the authority and capacity, under the laws of the state or jurisdiction in which you reside, to make the representations and be bound by the covenants provided in this Section.

## **10. Services Offered by Third Parties**

We may offer you the opportunity to purchase products or services from companies other than AHNP. Use of those services will be subject to the terms and conditions of the companies offering the applicable products or services. Please read those terms carefully. You expressly acknowledge and agree that we make no representations or warranties, express or implied, with respect to such third-party products or services and we have no responsibility or liability whatsoever with respect to such third-party products or services.

Your correspondence or business dealings with or participation in promotions of information providers, vendors, and/or resources found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such information provider or resource. You acknowledge and agree that AHNP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such information provider or resources on the Service.

The Services provides may provide links to other websites and resources on the Internet. You acknowledge and agree that AHNP is not responsible for the availability of such external websites or resources, and AHNP does not endorse and is not responsible or liable for any content, advertising, products, services or other materials provided on or otherwise made available from such websites or resources. You further acknowledge and agree that AHNP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products, services or other materials available on or through any such websites or resources.





## 11. Content and Materials Used in the Services

### AHNP Content

All text, graphics, user interfaces, visual interfaces, photos, videos, documents, records, indexes of content, trademarks, logos, sounds, music, artwork and computer code (collectively, the “**AHNP Content**”), including, without limitation, the design, structure, selection, coordination, expression, “look and feel” and arrangement of such AHNP Content, contained on or made available through the Services is owned, controlled or licensed by or to AHNP, and is protected by trade dress, copyright, patent and trademark laws, and other intellectual property rights, proprietary rights and unfair competition laws. Except as expressly provided in these Terms, no part of the Services and no AHNP Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without AHNP’s express prior written consent.

You may use information on the Services (such as knowledge base articles and similar materials) that are purposely made available to you by AHNP for downloading through the Services, provided that you: (1) not remove any proprietary notices from any copies of such materials; (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; (3) make no modifications to any such materials and information; and (4) not make any representations or warranties relating to such materials or information.

### User Content

When you use the Services, you provide us with different types of information. For an explanation of Personal Information and a description of the types of Personal Information you may provide to us, see our Privacy Statement. You may ask us to delete your Personal Information as explained in our Privacy Statement. In connection with your use of the Services, you may provide us with information that is not considered Personal Information, such as information, data, text, software, music, audio, photographs, graphics, video, messages or other materials (collectively, “**User Content**”). You acknowledge and agree that you are solely responsible for all User Content, whether publicly posted or privately transmitted, that you upload, post, email or otherwise transmit via the Services. You represent and warrant that you have all the necessary rights to upload or post your User Content and that your User Content complies with these Terms and any applicable AHNP Policies. Any User Content that you provide to us or otherwise make public or share through the Services may be used by AHNP and other users as part of, or in conjunction with, the Services. We will not be required to remove any information or User Content that you have made public or shared through the Services. AHNP has no responsibility or liability related to User Content. AHNP does not guarantee the accuracy, integrity, or quality of any User Content. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. Under no circumstances will AHNP be liable in any way for any User Content, including, but not limited to, any errors or omissions in any such User Content, or for any loss or damage of any kind incurred as a result of the use of any such User Content posted, emailed, or otherwise transmitted via the Services. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.

We reserve the right to routinely monitor User Content that is uploaded or posted to the Services, and to use automated tools that monitor User Content for violations of these Terms and any applicable AHNP Policies. We reserve the right to remove or disable access to any User Content that we reasonably believe violates these Terms



or any applicable AHNP Policies. You acknowledge that AHNP and its designees shall have the right to routinely monitor (through use of automated tools or otherwise) any User Content that is uploaded or posted to the Services, including the right to pre-screen, review, filter, modify, refuse, or move any User Content that is available through the Services. AHNP and its designees shall have the right (but not the obligation) to remove any User Content that violates these Terms or any applicable AHNP Policies. If you believe that any User Content posted by other users infringes or violates your rights, or otherwise violate these Terms or any AHNP Policies, please contact us at [support@ahnphealth.com](mailto:support@ahnphealth.com).

#### License to User Consent

By submitting, posting, or displaying User Content, you grant to AHNP its affiliates, sublicensees, successors and assigns a perpetual, irrevocable, worldwide, royalty-free and non-exclusive right and license to (i) reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any User Content that you submit, post, or display on or through the Services; (ii) transmit or distribute your User Content in connection with the Services over various public networks and in various media; and (ii) make such changes to your User Content as are necessary to conform and adapt such User Content to the technical requirements of connecting networks, devices, services or media used by AHNP in connection with the Services. You acknowledge and agree that the foregoing license includes a right for AHNP and its affiliates to index your User Content and make such User Content available to other companies, organizations, or individuals with whom AHNP has relationships, and to use such User Content in connection with the provision of those services. We will own any indexes we create that use or include your User Content. You acknowledge and agree that the foregoing license grants AHNP the right to continue to use your User Content, even if you stop using the Services, but only as necessary for us to provide and improve the Services. You represent and warrant to AHNP that you have all rights, power and authority necessary to grant the foregoing right and license to AHNP.

#### Medical Information

Any Medical Information derived from your blood labs remains your information, subject to rights we retain as set forth in these Terms. You acknowledge and agree that you will not receive any financial benefit from AHNP as a result of having your Medical Information made available to you, or as a result of having your Medical Information processed or shared with research partners, including commercial partners, all in accordance with the Privacy Statement and these Terms.

#### Use and Storage of User Content and Data

You acknowledge and agree that AHNP may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that Personal Information and User Content will be retained by the Services, the maximum disk space that will be allotted on AHNP's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You acknowledge and agree that AHNP has no responsibility or liability for the: (i) deletion of or failure to store any User Content, messages, communications, or other materials maintained or transmitted by or through the Services; or (ii) loss of Medical Information due to malfunction or destruction of data servers or other catastrophic events. You further acknowledge that AHNP reserves the right to change these general practices and limits in its sole discretion.



## **12. Proprietary Rights**

You acknowledge and agree that AHNP or its licensors (as applicable) own all worldwide right, title, and interest in and to the Services, including any intellectual property rights embodied therein or related thereto. The Services and any software used in connection with the Services is protected by trade dress, copyright, patent and trademark laws, and other intellectual property rights, proprietary rights and unfair competition laws (as applicable). You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or any software used in connection with the Services, in whole or in part. You further acknowledge and agree that the Services may contain information which is designated confidential by AHNP and that you shall not disclose such information without AHNP's prior written consent. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services. Any feedback you provide to use relating to the Services shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis.

## **13. Notices and Electronic Communications**

When you visit the Services or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **14. Modifications to the Services**

AHNP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You acknowledge and agree that (i) modifications may result in a delay in computations for some of the Services and (ii) AHNP shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services. The Services that you use may from time to time automatically download and install updates from AHNP. These updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit AHNP to deliver these to you) as part of your use of the Services. You acknowledge that AHNP may offer different or additional technologies or features to collect and/or interpret Medical Information in the future and that your initial purchase of the Service does not entitle you to any different or additional technologies or features for collection or interpretation of your Medical Information without fee, and that you will have to pay additional fees in order to have your Medical Information collected, processed, and/or interpreted using any future or additional technologies or features.

## **15. Termination or Suspension of Your Account or the Services**

If you violate these Terms or AHNP has a reasonable ground to suspect that you have violated the terms of these Terms, AHNP has the right to limit, terminate or suspend your account and/or access to the Services without a refund and refuse any and all current or future use of the Services (or any portion thereof). In addition to and without limiting the foregoing, AHNP may at any time terminate your account and your access to the Services if: (i) AHNP is required to do so by applicable law; (ii) AHNP no longer provides the Services to users in the country or state in which you reside or from which you use the Services; or (iii) the provision of the Services by AHNP is, in AHNP's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You



acknowledge and agree that AHNP shall not be liable to you or any third party for any termination of your access to the Services.

## **16. Disclaimer of Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. AHNP EXPRESSLY DISCLAIMS 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. AHNP MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY INFORMATION OR MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE 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. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AHNP OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. AHNP DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, AHNP SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES OR YOUR USE OF THE SERVICES. AHNP DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE OR ANY SERVICES. AHNP DOES NOT WARRANT THAT THE SITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES ARE FREE OF VIRUSES, CONTAMINATION, DESTRUCTIVE FEATURES OR OTHER HARMFUL COMPONENTS. YOUR SOLE REMEDY AGAINST AHNP FOR DISSATISFACTION WITH THE SERVICES AND/OR ANY INFORMATION PROVIDED OR MADE AVAILABLE TO YOU THROUGH THE SERVICES IS TO STOP USING THE SERVICES. THE FOREGOING LIMITATION OF RELIEF IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND AHNP UNDER THESE TERMS. NOTE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **17. Limitation of Liability**

AHNP 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 AHNP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLE FORESEEABLE), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVICES, (III) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDEN-

TIAL, (IV) 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 SERVICES; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (VI) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

## **18. Indemnification**

You agree to indemnify, defend, and hold harmless AHNP, its affiliates, subsidiaries, and each of their respective shareholders, members, managers, directors, officers, employees, personnel, agents, successors and assigns from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys' fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (i) your violation of these Terms or other documents incorporated herein by reference; (ii) your use of the Services; (iii) your violation of another person's rights; (iv) your violation of law; (v) any claim related to your User Content, including a claim that your User Content caused damage to another person; (vi) to the extent you provide any Medical Information, any claims relating to use or disclosure of any information obtained from analyzing your blood labs and/or analyzing such Medical Information, which is disclosed to you consistent with our Privacy Statement, or results from any third-party tools we provide or otherwise make available through the Services; or (vii) to the extent you provide Medical Information 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, any claims relating to such disclosure or use of such Medical Information or Self-Reported Information. This indemnification obligation will continue after you stop using the Services. In addition, you release AHNP from all claims, demands, actions, or suits in connection with your User Content, including any liability related to our use or non-use of your User Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss.

## **19. Compliance with Applicable Laws**

You represent, warrant and agree that you will comply with all applicable laws in using the Services and you will not perform or fail to perform any act that you know or reasonably should know would place AHNP in violation of any applicable law. You agree to comply with all laws and regulations regarding online conduct and acceptable content. You agree that you will comply with all applicable laws regarding the transmission of technical data exported from the United States or the country from which you access the Services.

## **20. Governing Law and Jurisdiction**

These Terms and your use of the Services shall be governed by and construed for both substantive and procedural purposes in accordance with the laws of the State of California, U.S.A., without giving effect to any principles of any choice or conflict of law provision that would cause the laws of any jurisdiction other than those of the State of California to apply. The Services are intended to comply with U.S. state and federal laws and regulations. If you are a non-U.S.-based user, be advised that other countries may have laws, regulatory requirements that are different from those in the U.S.

## 21. Timing of Claims

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## 22. Arbitration

Any dispute relating in any way to these Terms or the Services shall be submitted to confidential arbitration in San Francisco, California, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, including in San Francisco, California, and you consent to jurisdiction and venue in such courts in San Francisco, California. Arbitration under these Terms shall be conducted under the rules then prevailing of the American Arbitration Association in accordance with its Commercial Arbitration Rules and before a single arbitrator. The selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard, each party shall pay for and bear its own costs and legal fees, costs, and expenses. The arbitration shall be completed within 120 days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur). The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling, and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose, or divulge any such information unless otherwise required by law.

## 23. Class Action Waiver

To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

## 24. Miscellaneous

The division of these Terms into sections and the headings of the various sections in these Terms are for convenience of reference only and shall not affect the construction or interpretation of these Terms. You acknowledge and agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to these Terms. A printed version of these Terms 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. We reserve the right to assign or transfer our rights and obligations under these Terms. These Terms are personal to you and, as a result, you may not, without the written consent of AHNP, assign, delegate or transfer any. You may not



assign, delegate or transfer of your rights and obligations under these Terms. Any purported assignment by you in violation of these Terms shall be void and ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, AHNP for any third party that assumes our rights and obligations under these Terms. If AHNP or its business is acquired or transferred to another entity (in whole or part and including in connection with bankruptcy or similar proceedings), AHNP has the right to share your Personal Information and User Content with that entity. These Terms will continue to apply to the Services until you receive notification of changes to the Terms or Services. There shall be no third-party beneficiaries to these Terms. Any provision of these Terms that contemplates performance or observance subsequent to any expiration or termination of these Terms, or which is otherwise necessary to interpret the respective rights and obligations of the Parties hereunder, shall survive any expiration or termination of these Terms and continue in full force and effect. In the event any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable under law, such provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible, and the remaining provisions of these Terms shall continue in full force and effect. No delay or omission by AHNP to exercise any right occurring upon any non-compliance or default by you with respect to these Terms shall impair any such right or be construed to be a waiver thereof. These Terms, including the Privacy Statement and all other documents incorporated herein by reference, state the entire agreement between you and AHNP regarding your use of the Services and supersede all prior and contemporaneous understandings and agreements, whether written or oral, between you and AHNP relating to the Services and the subject matter hereof.

## 25. Questions

If you have any questions or comments regarding these Terms, the Privacy Statement or the Services, please feel free to contact us at the address set forth below or by e-mail at [support@ahnphealth.com](mailto:support@ahnphealth.com).

AHNP Precision Health, LLC

Attn: Legal Counsel

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