

Veritas Genetics Terms of Service

Welcome and thank you for your interest in Veritas Genetics, Inc. (“Veritas,” “we,” or “us”). Veritas performs genetic screening and analysis (“Test”) and assesses an individual’s risk for diseases and other genetic traits based on the Test and the individual’s health history provided to us by the individual or by the individual’s healthcare provider. By providing a sample of saliva, or in some cases blood, using the collection kit (“Test Kit”) and filling out the health and family history questionnaire that Veritas provides, individuals can learn their genetic risk for diseases or genetic traits through a results report (“Result”). Results do not indicate the absence or presence of a disease, only a risk or predisposition. Your use of the Veritas website, Test Kit, Test, Result and any genetic counseling or other content or support provided through Veritas (collectively, the “Service”) are governed by the following terms and conditions.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND USING THE SERVICE OR BY OTHERWISE INDICATING YOUR CONSENT TO THESE GENERAL TERMS AND CONDITIONS YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO THESE TERMS, THEN PLEASE DO NOT USE THE SERVICE.

1. Eligibility.

You represent and warrant to us: that your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

2. Informed Consent.

Your use of the Service is subject to Veritas’ Informed Consent for the specific Test ordered. The Informed Consent will incorporate the Veritas Privacy Policy, as may be modified in the Informed Consent, and may incorporate additional terms, policies, rules or guidelines applicable to the Service that we may post on or provide a link to on the Service. All such additional terms are hereby incorporated by reference into, and made a part of, these Terms.

3. Counselling and Medical Advice.

You and your healthcare provider should each read and understand the Informed Consent and any limitations or disclaimers that are part of the Results. Veritas recommends that you speak to a genetic counsellor and also with your physician or other qualified healthcare provider both prior to a Test regarding the Test, its limitations, and the physical, privacy, discrimination and other risks described in the Informed Consent and any questions you may have, and also regarding the Results and interpretation of the Results, and, in any event, regarding any questions you may have about the treatment, mitigation or prevention of any disease or other genetic traits. You are responsible for the completeness of the medical and family history provided to Veritas. The Results can be analyzed to potentially aid physicians in the evaluation of a broad range of health conditions or physiological traits. Patients will not receive medical results, or a diagnosis, or a recommendation for treatment from Veritas. In no way does Veritas guarantee your health, the health of an unborn child, or the health of your family members. Any Results that might be deemed medically actionable should be confirmed using alternative testing. If any questions or concerns arise about what is learned through the Service, patients should contact their physician or a genetic counselor.

4. Accounts and access credentials.

In order to deliver Results electronically or otherwise manage your Test, you may be required to provide us with some information about yourself (such as your email address or other contact information), or if you are a healthcare provider, about the individual for whom the Test is intended to be used. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date. To protect your Protected Health Information you are solely responsible for maintaining the confidentiality of your account, password, or other access credentials. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you should promptly change your login information and notify us at support@Veritas.com.

5. Payment.

Veritas does not bill insurance providers and this Test may not be reimbursed by health insurance or covered by HMOs. This means that you are personally responsible for 100% of the costs of this testing. All fees are in U.S. Dollars. If you pay with a credit card, Veritas may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover the fees.

Tests may not be cancelled once laboratory processing has commenced. Any orders canceled in writing prior to lab processing, may be cancelled and Provider is responsible only for a charge for the Test Kit value and shipping cost. Any refund for a purchase made on a credit will be made on the same purchasing credit card.

6. Ownership; Proprietary Rights.

The Service is owned and operated by Veritas. Veritas retains all intellectual property and other proprietary rights, under all applicable laws, in and to the visual interfaces, graphics, design, compilation, information, data, Results, computer code (including source code or object code), bioinformatics pipeline, Test Kit and all other elements of the Service ("Materials") provided by Veritas. All Materials contained in the Service are the property of Veritas or our third-party licensors. You are granted a limited license to use the Results for personal, non-commercial use only, and except as expressly authorized by Veritas in a separate agreement, you may not make use of the Materials. You have no right to offer anyone else any further right with respect to the Materials for any commercial use, and you may not modify, rent, lease, loan, sell, distribute, or create derivative works based on the Materials (either in whole or in part). Veritas reserves all rights to the Materials not granted expressly in these Terms.

7. Indemnity.

You agree that you will be responsible for your use of the Service, and you agree to defend, indemnify and hold harmless Veritas and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (i) your access to, use of, or alleged use of the Service, or (ii) your or your healthcare provider's violation of these Terms or any representation, warranty or agreements referenced herein, or any applicable law or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

8. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE VERITAS ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE VERITAS ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. Limitation of Liability

IN NO EVENT WILL THE VERITAS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE VERITAS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT THE AGGREGATE LIABILITY OF THE VERITAS ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF RELATING TO THE USE OF OR ANY INABILITY TO USE THE SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE), OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE GREATER OF (i) THE PRICE YOU PAID FOR THE SERVICE GIVING RISE TO LIABILITY OR (ii) \$50 US Dollars.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. Dispute Resolution and Arbitration

10.1. Generally. In the interest of resolving disputes between you and Veritas in the most expedient and cost effective manner, you and Veritas agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. Any arbitration hearings will take place at a location to be agreed upon in Boston, Massachusetts.

Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. If the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Veritas for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND VERITAS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

10.2 Exceptions. Notwithstanding subsection 10.1, Veritas and you agree that nothing herein will be deemed to waive, preclude or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

10.3 No Class Actions. YOU AND VERITAS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Veritas agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

10.4 Modifications. In the event that Veritas makes any future change to this arbitration provision, you may reject any such change by sending us written notice within thirty (30) days of the change in which case your account with Veritas shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.

10.5 Enforceability. If the entirety of this Section 10 is found to be unenforceable, then the entirety of this Section 10 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 12 and 15 shall govern any action arising out of or related to these Terms.

11. Modification of the Terms.

Veritas reserves the right to update or modify the Terms at any time without prior notice, and such changes will be effective immediately upon being posted through the Service, except as set forth below. These Terms will identify the date of last update. Your use of the Service following any such change constitutes your agreement to be bound by the modified Terms. In the case of material changes to the Terms, Veritas will make reasonable efforts to notify you of the change, such as through sending an email to any address you may have used to register for an account, through a pop-up window on the Service, or other similar mechanism. Material changes to these Terms will be effective upon the earlier of: (i) your first use of the Service with actual notice of such change, or (ii) thirty (30) days from posting of such change. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications. Without limiting the generality of the foregoing, no modification to the terms of our agreement to arbitrate disputes will be effective without your express consent, provided that if we propose a change to the terms of our agreement to arbitrate and you do not consent to the change, you must terminate your use of the Service.

12. General.

These Terms, together with the Privacy Policy, Informed Consent and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Veritas regarding your use of and access to the Service, and except as expressly permitted above may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. These Terms shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Veritas agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Essex County, Massachusetts for the purpose of litigating all such disputes. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and shall not have any impact on them interpretation of particular provisions. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration, including Sections 6 through 10 and 12.

13. Contact Information.

You may contact us by emailing us at support@VeritasGenetics.com.