

Terms and Conditions

1. General

1.1 This website (the “Website”; URL: www.predicagen.com) is designed and operated by Predicagen LLC (below “We”, “us” and “our” refer to Predicagen LLC). Please review the following terms and conditions carefully and if you agree click the “Accept” button at the bottom of the page to proceed. If you do not wish to proceed, click the “Cancel” button. By clicking the “Accept” button, you are deemed to have accepted these Terms and Conditions and our privacy statement.

1.2 We reserve the rights to revise these Terms and Conditions at any time and for any reason. If such a revision occurs, the updated Terms and Conditions will be posted on the Predicagen LLC website.

1.3 These Terms and Conditions are subject to local, state and federal laws of USA and the court will have exclusive jurisdiction over any claims or disputes arising in relation to, out of or in connection with these Terms and Conditions.

1.4 We are not liable for plausible conflicts with the laws of other countries. It is the customer responsibility not to purchase any services from this Website if such purchase is illegal in their home country.

2. Description of the Website

The Predicagen website provides users with information relating to our services. It also provides users with the ability to select the service and to purchase it.

Predicagen does not provide genomic sequencing. Customers need to have their DNA sequenced elsewhere. Instead, the Predicagen offers a professional interpretation of the genetic variation of the individual. This interpretation does not constitute a diagnostics, or a prescription for treatment, but rather a professional interpretation, which if the customers wants, can be shared with other relevant parties including but not limited to customer’s primary physician, healthcare provider and genetic counselor.

3. How to Order

3.1 You can upload the information related to your request. The minimum information is the gene name and DNA variation which effects are requested for interpretation. For example: gene XYZ1 and gene variation F23R. Providing customer names is optional. The customer must provide an email address where the interpretation report will be emailed.

3.2 The customer has three level of service to choose from. The first level is a BASIC interpretation within 3 business days which provides an overview description of the expected effects caused by the DNA variation (see example 1). The second level of service is a comprehensive bioinformatics and

biophysics analysis of the molecular effects associated with the DNA variation, implications to potential disease susceptibility and a professional interpretation about prioritizing among already existing treatments. The service is delivered within 10 business days. The third level of service offers direct negotiations between the customer and Predicagen LLC and the customer will be given the options to select from. Depending on the customer's request, the duration and price of the service will vary.

4. Results of Genetic Variations Interpretation

4.1 The report of the genetic variation interpretations will be delivered via email at the email address specified by the customer.

4.2 The report and any additional information provided to the customers are protected by copyright and other intellectual property laws. The customer can print, share and forward the report to a third party provided that all copyright, trademark and other proprietary notices are left intact. Any other use of this Website, its contents and its underlying software, including the reproduction, modification, distribution, transmission, republication, display or performance of the content on this Website is strictly prohibited.

5. Website Access

5.1 We will make the necessary arrangements to ensure that the Website is fully operational. However, due to the nature of interactive services and the internet generally, we cannot guarantee that the Website will be free from delays, interruptions or errors and access to the Website may be suspended (whether by us or due to external causes) temporarily with or without notice. We will not be liable for any loss or damage arising from the Website not being available (whether for internal processing reasons or otherwise).

5.2 We may restrict, suspend or terminate your use of the Website if we believe that you have breached these Terms and Conditions at any time. The suspension or termination of the Website will be without prejudice to any rights which we may have against you in respect to your breach of these Terms and Conditions.

6. Price and Payment

6.1 Predicagen reserves the right to change its prices at any time. Irrespective of any change of prices, you will be charged the price which was specified for the service when you ordered.

6.2 You can pay by credit card. All credit card purchases are subject to validation and credit checks.

7. Right of Cancellation and Refunds

You have the right to cancel any service you have ordered on this Website and obtain a full refund, subject to the following:

7.1 Where you have purchased professional interpretation services, you may cancel your purchase within the first working day of the date on which you made the order.

7.2 We seek to ensure that you are happy with your purchases. If you are unhappy with any services which you have purchased from us please contact us at support@predicagen.com.

8. Warranties and Disclaimers

8.1 By placing an order, you warrant that:

8.1.1 You are legally capable of entering into this binding contract;

8.1.2 You are at least 18 years old; and

8.1.3 Where you send us a information relating to third person, you have full permission and explicit consent from that person who must be at least 18 years old.

8.2. WHILST ALL REASONABLE EFFORTS ARE MADE TO ENSURE THAT ANY INFORMATION, INCLUDING THE RESULTS, SUPPLIED BY US IS CORRECT, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE TIMELINESS, ACCURACY OR COMPLETENESS OF SAID INFORMATION. ANY CONTENT OR INFORMATION RECEIVED ON OR VIA THE WEBSITE SHOULD NOT BE RELIED ON FOR IMPORTANT PERSONAL AND MEDICAL DECISIONS, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR ADVICE WHICH IS SPECIFICALLY TAILORED TO YOUR PARTICULAR CIRCUMSTANCES.

8.3. We make no representations, warranties or undertakings that the Website, or the server that makes it available, will be compatible with your equipment or free from defects, including but not limited to viruses or other harmful elements. We accept no liability for any infection by computer virus, bug, tampering, unauthorized access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond our control, which corrupts or affects the administration, security, fairness and integrity or proper conduct of any aspect of the Website or your equipment.

4. We do not disclose the methods, software and techniques use to deliver the genetic variation interpretations.

5. Please note that any limitations or exclusions set out in these terms and conditions of sale shall not operate to affect any statutory rights to which you are entitled to as a consumer.

9. Indemnity

You agree to indemnify us and keep us indemnified in respect to all loss or damage suffered by it in connection to your use of the Website in breach of these Terms and Conditions and in respect of all claims or legal proceedings brought or threatened against it by any third party which arise in connection to your use of the Website in breach of these Terms and Conditions.