

TERMS AND CONDITIONS

Please read these Terms of Use carefully. They are a legal agreement between you and Health Genetic Center Corp. By using this Website, you agree to be bound by these Terms of Use, including all amendments made from time to time. If you do not agree to these Terms of Use, please do not use this Website.

1. Definitions

- a) The "Company" is Health Genetic Center Corp.
- b) The "Client" is a private individual, a business, a legal or independent entity ordering a Service.
- c) The "Nominated Person" is the person named on the Submission Form to whom the test results will be given.
- d) The "Sampler" is the person who takes the samples.
- e) The "Service" is any one or more of the Company's DNA tests or genetic tests advertised by the Company.
- f) The "Order for Services" is the placing of an order for the Company's Services, whether made in person, by telephone, letter, electronic mail, completion of an order form or any other method.
- g) The "Price" is the price as set out in the current price list for the Company's Services.
- h) The "Kits" are the sample collection kits provided to the Client.

2. Applications

- a) These terms and conditions shall apply to the exclusion of all other terms and conditions including any which the Client may purport to apply under any agreement, purchase order, confirmation of order or similar document.
- b) All Orders for Services shall be deemed to be an offer by the Client to purchase the Services pursuant to these terms and conditions. The Company shall not be deemed to have accepted any offer until the Client has paid for the Service ordered. The payment shall be deemed as conclusive evidence of the Client's acceptance of the Service under these terms and conditions.
- c) No conditions other than those contained in these terms and conditions shall be deemed to be incorporated in or form part of these terms and conditions, except if agreed in writing between the Client and anyone authorized by the Company.

3. Responsibilities

3.1 Company

- a) The Company will endeavour to make the results of the tests available to the Nominated Person within the times specified for its Standard and Express Services. The turnaround times stated by the Company commence from the receipt of the samples at the laboratory and not from the receipt of the samples at any administration office or Company agent.

- b) The Company will generally send kits to the Client via standard mail, unless otherwise requested by the Client. The cost of sending the kit is included in the Price. For some tests other methods of postage may be used. The Company cannot be held responsible for any delays caused by the postal system or courier services. It is up to the Client to notify the Company in the event that the kit is not received and this within a reasonable time expected from the postal system of that country.
- c) If through no fault of the Client, the Kit delivered to them or to their Sampler by the Company is damaged on arrival or the sterile packs have been compromised, new ones will be supplied by the Company free of charge. The defective Kits should be returned by the Client with the return carriage at their expense and clearly marked as faulty, for disposal by the Company.
- d) The Company will only issue one Kit per Client order. Additional kits requested will incur an administrative charge depending on country of destination.
- e) If through no fault of the Company, the samples provided by the Client fail to generate a DNA profile due to insufficient DNA or a contaminated sample, then a re-sampling fee will be applied. In the case of a non-standard sample the normal retail prices apply in addition to the standard charge.
- f) The Client understands and accepts that the Company does not guarantee the provision of conclusive results for DNA relationship testing. It is not possible to predict the outcome of the relationship analysis until it is completed. The Company is unable to refund Clients who receive an inconclusive result.
- g) The Client understands that whilst the particular testing that the Company undertakes is highly accurate, as with any testing there is a possibility of error or omission. The Client therefore acknowledges and accepts that in the event of the Client being able to establish a claim for damages resulting from any act of the Company whether negligent or otherwise, the Company's liability shall not exceed the cost paid for the test and agrees to keep the Company and its agents, officers and employees harmless from all further claims or damages. The Client's rights hereunder shall be subject to the Client notifying the Company of any error or omission within thirty days of the test report being sent to the Nominated Person via email or postal mail. Any liability arising under this clause will be limited to the cost of the Service contracted for.
- h) The Company shall not be liable for any loss or damage suffered by the Client or any other person as a consequence of reporting the test results to the Nominated Person or other authorised persons, unless the Company has been negligent.
- i) The Company shall not be liable for any failure or delay in the performance of its testing Services through causes beyond its control, including but not limited to an act of God, flood, drought, storm, war, industrial action, strike, lockout, breakdown of equipment, systems or network access, fire, explosion, terrorism, sabotage or other event beyond its control.
- j) The Company reserves the right to refuse its Services if it has reasonable grounds for believing that the biological samples were or will be obtained

illegally, or results will be used for an illegal, improper or unethical purpose or there is a conflict of interest with an existing Client, or the quality of the Company's Services might otherwise be compromised, or it has other reasonable grounds for doing so.

- k) The test reports provided by the Company will be given to the Nominated Person. Written reports will be sent by email to the Nominated Person unless otherwise stipulated. If requested, a hard copy of the results is available by mail for an additional fee.
- l) The Company aims to provide a high quality Service at all times. If the Client is not satisfied with the Service they have received they should put their complaint in writing to the Company. The Company will endeavour to look into any complaint promptly and to explain the position to the Client. The Company will do its best to resolve any complaints or concerns; however any decision by management is final.

3.2 Client

- a) It is the Client's responsibility to ensure that the persons tested provide all necessary identification (if requested), materials or samples to the Company and to complete fully and legibly any documents requested by the Company. Failure to do so may result in a delay in providing, or inaccuracies in, test results which may affect the evidential value of the test results. In such circumstances the Company shall not be liable for any such delay or inaccuracy. The Company will have no further liability until the situation is rectified and no refund is due.
- b) On request, the Company will endeavour to give as much information to the Client about the Services it provides and the fullest picture of what the results do and do not show, but the Client must decide whether or not the Service offered by the Company is suitable for any particular purpose and is advised by the Company to take legal or other advice if necessary prior to ordering the test.
- c) The Client (or their Sampler) is responsible for obtaining any legal advice necessary to ensure that they are entitled to possess and obtain the biological samples passed to the Company for analysis.
- d) The Client agrees to indemnify the Company against all claims, expenses and any loss or damage suffered by the Company as a result of the Client (or their Sampler) passing to the Company any samples which were not legally obtained.
- e) The Client undertakes that all information provided to the Company for the purpose of ordering the Service is correct and that any credit/ debit card used to pay for the Service is owned by them (or that they have the owner's authority to use it to pay for the Service).
- f) The Client warrants that they are entitled to provide the Company with all information and data and shall indemnify the Company against any claims for infringement of the information or data, breaches of confidentiality or failure to comply with any data protection laws brought by any third parties.

- g) The Client is responsible for ensuring that the Nominated Person is aware of the need for confidentiality and that they should not disclose the contents of the report to anyone other than those authorised by the persons tested.
- h) The Client should only enter into contract with the Company if they are willing to be bound by these terms and conditions.

4. Fees and Payment

- a) The Price of the Company's Services are those set by the Company and revised from time to time, and are detailed in the Company's current price list. The Company's price list is available on the website or upon request.
- b) For credit card payments, the credit card charges are absorbed by the Company. For all other payment methods, the Client is responsible for any charges incurred in the payment transaction. All funds received by the Company must be the full price quoted in the Price List and net of any charges, before the Company will finish the Service.
- c) We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

5. Refund and Cancellation

- a) If the Service is cancelled before the Company issues the Client a Kit, then a full refund will be offered.
- b) If the Service is cancelled after the Company issues the Client a Kit but before the Client sends back the samples, then postage and administration fee will apply.
- c) If the Service is cancelled once samples are received at the Company then no refund will be due.
- d) Due to the personalised nature of the Kit, which is customised for each Client, the Service falls outside the Distance Selling Regulations.

6. Time and Delivery

- a) Dates given by the Company for the completion of analysis and reporting of results are for guidance only. The Company shall not be liable to the Client for any delay in the delivery of Service and any loss or damage directly or indirectly caused by any delay.

7. Ownership of copyright

- a) Ownership of copyright in all literature, documentation, and reports etc, prepared by the Company, remain the property of same.

8. Personal Information

Your submission of personal information through the store is governed by our Privacy Policy.

9. Errors, Inaccuracies and Omissions

- a) Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- b) We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

10. Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Ontario Canada.

11. Change to Terms of Service

- a) You can review the most current version of the Terms of Service at any time at this page.
- b) We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

12. Contact us with questions

For any questions or complaints regarding this Privacy Policy, we invite you to email us directly at *info@prenatalgeneticscenter.com* or contact our Customer Support.

Registered corporate address:

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