

# Genomind® Gateway Terms and Conditions of Use

**PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF USE BEFORE USING THE GENOMIND GATEWAY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE GENOMIND GATEWAY.**

## Acceptance of These Terms and Conditions of Use

These Terms and Conditions of Use (“Terms and Conditions”) are entered into by you and Genomind, Inc. (“Company”, “we” or “us”). The Terms and Conditions govern your access to and use of The Genomind Gateway (<https://gateway.genomind.com>) the “Gateway”), including any content, functionality and products and services offered on or through the Genomind Gateway.

By using the Genomind Gateway or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions and our [Privacy Policy](#), incorporated herein by reference.

## Who May Use The Genomind Gateway?

The Genomind Gateway is offered and available to users who 18 years of age or older and reside in the United States or any of its territories. By using the Genomind Gateway, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Genomind Gateway.

## Changes to These Terms and Conditions

We may revise and update these Terms and Conditions at any time, with or without notice, and in our sole discretion. Any changes made to these Terms and Conditions will be effective immediately upon your agreement to such changes or your continued use of the Genomind Gateway, whichever occurs first.

## Licenses

We grant you a limited license to use the Genomind Gateway and the services associated with it for your personal, non-commercial use in accordance with these Terms and Conditions. All rights not expressly granted herein are reserved by us and our third party licensors.

## Intellectual Property Rights

The Genomind Gateway and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such

material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store or transmit any of the material available through our Genomind Gateway, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print (or download) one copy of a reasonable number of pages from the Genomind Gateway for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features, provided you agree to be bound by any applicable terms and conditions for such social media features.

You must not:

- Modify copies of any materials available from the Genomind Gateway.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Genomind Gateway.
- You must not access or use for any commercial purposes any part of the Genomind Gateway or any services or materials available through the Genomind Gateway.

## Trademarks

GENOMIND, GENECEPT ASSAY, MINDFUL DNA, MINDFUL DNA PROFESSIONAL, G-DIG (GENOMIND DRUG INTERACTION GUIDE) and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors and are protected by state, federal and/or international trademark laws. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans displayed are the trademarks of their respective owners.

## Prohibited Activity

You may use the Genomind Gateway only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Genomind Gateway:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- As a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”).
- To impersonate or attempt to impersonate any other person (including, without limitation, by using e-mail addresses associated with any other person).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Genomind Gateway, or which, as determined by us, may harm the Company or users of the Genomind Gateway or expose them to liability.

Additionally, you agree not to:

- Use the Genomind Gateway in any manner that could disable, overburden, damage, or impair the website or interfere with any other party's use of the Genomind Gateway, including their ability to engage in real time activities through the Genomind Gateway.
- Use any robot, spider or other automatic device, process or means to access the Genomind Gateway for any purpose, including monitoring or copying any of the material on the Genomind Gateway.
- Use any manual process to monitor or copy any of the material on the Genomind Gateway or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Genomind Gateway.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Genomind Gateway, the server on which the Genomind Gateway is stored, or any server, computer or database connected to the Genomind Gateway.
- Otherwise attempt to interfere with the proper working of the Genomind Gateway.

## Health Care Disclaimer

While information provided via the Genomind Gateway is prepared to provide information



regarding topics related to neuropsychiatry tests and therapies, the information contained in or available through the Genomind Gateway is made available with the express understanding that we are not dispensing medical advice, diagnosis or treatment. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you.

Nothing in the Genomind Gateway content or related products and services should be considered, or used as a substitute for, medical advice, diagnosis or treatment. The Genomind Gateway and its related products and services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always talk to your health care provider for diagnosis and treatment, including your specific medical needs. We do not represent or warrant that any of the products or services offered through the Genomind Gateway or the [www.genomind.com](http://www.genomind.com) website are safe, appropriate or effective for you. We advise you to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions.

***If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are in the United States and are experiencing a medical emergency, please go to the Emergency Department of a local hospital or dial 911.***

### **Reliance on Information and Links**

The Genomind Gateway may include content provided by third parties. All statements and/or opinions expressed in these materials are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Genomind Gateway may offer links to other sites, services and resources provided by third parties (including, but not limited to, social media sites and payment processing providers). These links are provided for your convenience only. We have no control over the contents of these third-party sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked from the Genomind Gateway, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. You should not rely on any of the information found on these websites for purposes of diagnosis or treatment.

We may update the content in the Genomind Gateway from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Genomind Gateway may be out of date at any given time, and we are under no obligation to update such material.

### **Security**

The Genomind Gateway is accessed through a secure, password-protected web site. The security of any data you submit via the Genomind Gateway is very important to us. This website uses



encryption technology, and we regularly review our security practices to help ensure that your data is maintained securely.

- Password rules are in place to help ensure password confidentiality.
- Vulnerability assessments are performed regularly.
- Our staff access is limited based on their role at the Company.
- All access is logged and monitored.

However, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Moreover, when you transmit information via the Internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us. Consequently, we can make no guarantee as to confidentiality or security. By using the Genomind Gateway, you hereby expressly assume all risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruption or corruption of data or other information transmitted in connection with the use of the Genomind Gateway.

## **Privacy**

Use of the Genomind Gateway is subject to our [Privacy Policy](#). In using the Genomind Gateway, you may have the option to review and agree to an Informed Consent and Authorization for Disclosure of Protected Health Information For Research Purposes (the “Informed Consent and Authorization”) in order provide more detailed information about yourself or your minor child. To the extent there is any conflict as among the Privacy Policy, these Terms and Conditions and the Informed Consent and Authorization, the Informed Consent and Authorization shall control (provided you have consented to such Informed Consent and Authorization).

## **Cookies**

We use cookies on [genomind.com](#) and [mindfuldna.com](#) to provide you with the best user experience. For more information on how we use cookies, please see our [Cookie Policy](#).

## **User Login and Password**

Your user name and password should be kept confidential. Failure to do so may also compromise the confidentiality of your information. When using the Genomind Gateway, you agree that you shall: (1) keep your user ID and account password strictly confidential; and (2) promptly notify us of any unauthorized use of your account or password.

## **Deactivation of Account**

We reserve the right to modify, deactivate or terminate your Genomind Gateway account at any time, for any reason without notice. Without limiting the foregoing, failure to abide by these Terms

and Conditions may result in deactivation of your account. For security reasons, your account also may be automatically deactivated after a number of consecutive failed login attempts or after a period of account inactivity. Please email [customerservice@genomind.com](mailto:customerservice@genomind.com) for assistance in re-establishing your account. You may request that your account be deactivated at any time.

### **Geographic Restrictions**

The Company is based in the Commonwealth of Pennsylvania, United States. We provide the Genomind Gateway for use only by persons located in the United States. We make no claims that the Genomind Gateway or any of its content is accessible or appropriate outside of the United States. Access to the Genomind Gateway may not be legal by certain persons or in certain countries. If you access the Genomind Gateway from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

YOUR USE OF THE GENOMIND GATEWAY, ITS CONTENT AND ANY PRODUCTS OR SERVICES RELATED TO OR OBTAINED THROUGH THE GENOMIND GATEWAY IS AT YOUR OWN RISK. THE GENOMIND GATEWAY, ITS CONTENT AND ANY PRODUCTS OR SERVICES RELATED TO OR OBTAINED THROUGH THE GENOMIND GATEWAY ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE GENOMIND GATEWAY. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE GENOMIND GATEWAY, ITS CONTENT OR ANY PRODUCTS OR SERVICES RELATED TO OR OBTAINED THROUGH THE GENOMIND GATEWAY WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR GENOMIND GATEWAY OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE GENOMIND GATEWAY OR ANY PRODUCTS OR SERVICES RELATED TO OR OBTAINED THROUGH THE GENOMIND GATEWAY WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

### **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE GENOMIND GATEWAY, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE GENOMIND GATEWAY OR SUCH OTHER WEBSITES OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE GENOMIND GATEWAY OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL,



INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

## **Indemnification**

You agree to indemnify the Company and any of our successors, assigns or licensees, together with our and their respective officers, directors, employees and agents, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorney's fees and costs

and all other fees and costs of defense) arising out of (1) a claim by a third party relating to your use of the Genomind Gateway and any products or services related to or obtained through the Genomind Gateway, or (2) your breach or violation of these Terms and Conditions.

## **General Legal Terms**

### Entire Agreement

These Terms and Conditions set forth the entire understanding and agreement between us and you with respect to your use of the Genomind Gateway.

### Governing Law and Limit on Claims

You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms and Conditions, and any dispute that might arise with respect thereto between you and the Company or our or their officers, directors, employees or agents. You expressly and irrevocably agree that exclusive venue and jurisdiction for any such dispute shall be in the state courts of Montgomery County, Pennsylvania, or in the United States District Court for the Eastern District of Pennsylvania, and you further expressly and irrevocably consent to the exercise of personal jurisdiction in such courts in connection with any such dispute. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE GENOMIND GATEWAY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### Assignment, Waiver and Severability

You agree that these Terms and Conditions may be assigned by us, in our sole and absolute discretion, to a third party in the event of a merger, acquisition or liquidation.

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to a subsequent or similar breach.

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as modified, will remain

in full force and effect.

### **Contacting Us**

If you have any questions about the Terms and Conditions, the practices of the Genomind Gateway, or your dealing with Genomind, you may contact us at:

[customerservice@genomind.com](mailto:customerservice@genomind.com).

***PLEASE PRINT OR DOWNLOAD A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.***