

NAVIPOINT HEALTH TERMS AND CONDITIONS

Effective April 20, 2022

Please read these terms and conditions carefully. By using the Navipoint Website (www.navipointhealth.com) or making a purchase of any Products and/or Services on the Website you agree to these Terms and Conditions, including any Product Specific Terms and Conditions (the “Terms”). Any new features included in the Services in the future will also be subject to these Terms.

You also agree to the Navipoint Website Terms of Use and our Privacy Statement, and that you have received the Navipoint Notice of Privacy Practices (all of which describe how we collect, process, use, and share your data). Please read these documents carefully because they contain important information about your rights and responsibilities when you use the Products and/or Services.

1. DEFINITIONS

- a. **“Account”** shall have the same meaning as ascribed to it in the Website Terms of Use.
- b. **“Bio-Sample”** means a biological specimen including, for example, saliva or stool that a Buyer provides to Navipoint.
- c. **“Buyer”** or **“You”** means the person who has ordered Products and/or Services from Navipoint, and/or created an Account.
- d. **“Business Partner”** means any commercial entity with which Navipoint has any contractual relationship for advancement and propagation of its business objectives.
- e. **“Laboratory”** or **“Laboratories”** means third – party partner laboratory engaged in testing of Bio-Samples.
- f. **“Navipoint”** or **“We”** or **“Our”** or **“Us”** means Navipoint Health, Inc., a Delaware Corporation, and its successors, holding company, subsidiaries, affiliates, employees, officers, directors, agents, subcontractors.
- g. **“Privacy Policy”** means Navipoint’s privacy policy or statement including any modifications, substitutions or amendments thereto as made from time to time as published on Website.
- h. **“Products”** means all items (other than Services), as more particularly set forth in Navipoint’s product catalogue issued from time to time as published on the Website or otherwise, including health testing kits (by whatever name called) and may also include any service incidental or ancillary to such Product(s) such as testing of Bio-Samples collected by use of such health testing kits.
- i. **“Product Specific Terms”** means additional terms and conditions that Navipoint makes available for your review indicating that such Product Specific Terms and Conditions apply to the Product purchased.
- j. **“Services”** means any service(s) agreed to be supplied by Navipoint to you pursuant to Navipoint’s catalogue as published on the Website or otherwise.
- k. **“Software”** means any firmware, software, data compilations, object code, source

code, software programs, algorithms, applications, scripts, and instruction sets including upgrades and updates to such software including mobile applications and any related documentation whether used in the Website or otherwise, applied in analysis of Bio-Samples collected by you by use of Product(s) or for supply of any Service, owned and/or licensed to Navipoint and includes any third party software used by Navipoint under license and permission of such third parties.

- l. **“User Provided Content”** means the definition in paragraph 4.
 - m. **“Website”** means www.navipointhealth.com.
 - n. **“Website Terms of Use”** means the terms of use of Website at www.navipointhealth.com/termservice.pdf including any modification(s) or substitutions or amendments thereto.
2. ELIGIBILITY TO USE PRODUCTS AND SERVICES.
- a. Unregistered guests, free registered guests, paid subscribers, and people who purchase and/or activate an Account or purchase Product(s) and/or Service(s) are all “Users” under these Terms. You may need to create an Account to use Products and/or Services. You must provide accurate, complete and current information when you create an Account. The Products and Services are intended for residents in the countries where they are being offered.
 - b. You must be at least 18 years old to purchase or activate a Product or Service. To help us ensure the integrity and quality of our database and protect your privacy, each adult who submits a Bio-Sample for a health testing kit must create their own Account and activate their own test. Test activators must also explicitly consent to the processing of sensitive personal information. A parent or legal guardian may activate a health testing kit, provide us Personal Information, and send us the Bio-Sample of their own minor child for processing using their account. By activating a health testing kit 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 health testing kit with the minor and the minor has agreed to the collection and processing of their Bio-Sample.
3. USE OF PRODUCTS AND SERVICES.
- a. In exchange for your access to the Products and Services, you agree that you will:
 - i. Comply with Navipoint’s Privacy Policy and Website Terms of Use;
 - ii. Comply with all applicable laws;
 - iii. Be responsible for all usage and activity on the Services made via your Account or with your log-in information;
 - iv. Contact us if you suspect your Account has been used without your authorization or you believe your username and password have been stolen;
 - v. Only provide your own Bio-Sample or the Bio-Sample of a person for whom you are a parent or legal guardian;

- vi. Ensure that your collection of a Bio-Sample and delivery thereof to Naviopoint conforms fully to the instructions provided by Navipoint so as to ensure integrity of such Bio-Sample(s).
 - vii. Be bound by Product Specific Terms and Conditions applicable to your purchases. In the event of such Product Specific Terms and Conditions terms conflict with these terms, the Product Specific Terms and Conditions shall prevail.
 - viii. Not resell the Products or Services or resell, reproduce, or publish any content or information found on the Services, except as explicitly described in these Terms;
 - ix. Not circumvent, disable or otherwise interfere with security-related features of the Products and Services;
 - x. Not circumvent, disable or otherwise interfere with features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein, including by using any self-developed or third-party developed bots, crawlers, spiders, data miners, scraping, or other automatic access tools;
 - xi. Not send us a Bio-Sample if sending us a sample would violate any export ban or other restriction in the country in which you reside or from which you are sending the sample; and
 - xii. Not use the Products or Services outside of the country to which your health testing kit was shipped.
- b. When using our Products and/or Services, you may discover unexpected facts about yourself, or your family. Once discoveries are made, we can't undo them.
 - c. By providing a Bio-Sample or User Provided Content to us, you acquire no rights in any research or commercial products developed by us or our Business Partners and will receive no compensation related to any such research or product development.
 - d. You agree that we may directly or through other companies who help us provide the DNA Services:
 - i. Provide your Bio-Sample to other companies that help us provide the Services, such as Laboratories;
 - ii. Extract data, including your DNA, from your Bio-Sample;
 - iii. Perform tests, including genetic tests, in the United States (or, in the future, in other countries) on the resulting DNA using test methods available now or developed;
 - iv. Compare your test results, including DNA results, with other test results and DNA Data in the Navipoint database to provide the Services;
 - v. Disclose to you, and others that you authorize, the results of the tests performed;
 - vi. Store your test results;
 - vii. Store your Bio-Sample and any extracted DNA in the United States or destroy any remaining Bio-Sample or DNA sample after your sample has been processed;

- viii. Once submitted to us, your Bio-Sample cannot be returned to you (note, however, that you may request that we destroy your sample, and, in certain cases we may destroy biological samples to maintain biobank quality levels);
 - ix. Allow certain of our Laboratory Business Partners to use a portion of activated or inactivated Bio-Samples to calibrate or validate instruments, equipment, or laboratory methods used in providing Services; and,
 - x. Use your Genetic Information and other User Provided Content as described in these Terms and the Privacy Policy.
- e. We protect your information as described in our Privacy Policy.

4. YOUR CONTENT

- a. Navipoint facilitates your contributing a variety of content into the Products and Services, including Personal Information (“User Provided Content”).
- b. Personal Information: For more information on the types of Personal Information you may provide us and your respective rights, see our Privacy Policy.
- c. With respect to User Provided Content, you agree that:
 - i. You are solely responsible for your User Provided Content;
 - ii. You have all the necessary legal rights to upload or post your User Provided Content;
 - iii. Any User Provided Content you provide complies with the Navipoint Website Terms of Use;
 - iv. You will provide Navipoint, upon our request, with any documentation necessary to evidence your compliance with these Terms; and
 - v. Any User Provided Content that you have shared publicly may be used by other users as part of, or in conjunction with, the Services. We will not be required to remove any User Provided Content that you have made public.
- d. Navipoint has no responsibility or liability related to User Provided Content. We do not routinely monitor User Provided Content for violations of these Terms, including the Navipoint Website Terms of Use, but we reserve the right to do so (including using automated monitoring tools). We reserve the right, but do not have the obligation, to remove or disable access to any User Provided Content that we believe violates these Terms, including the Navipoint Website Terms of Use. Serious or repeat violations or offenses will subject the responsible User to Account termination, at Navipoint’s sole discretion.
- e. You own your Personal Information and User Provided Content. You can delete your Personal Information from Navipoint by logging into your Account. So long as your content remains on our system, we need certain rights from you for your and others’ use of the Products and Services. By using the Products and Services, you grant us the right to collect, host, transfer, process, analyze, communicate and store your Personal Information (including your Genetic Information) in order to (a) provide the Services to you, (b) for the purposes described in these Terms and

our Privacy Statement, and (c) for any other purpose to which you expressly agree, such as sharing with others.

- f. By submitting User Provided Content through any of the Products and/or Services, you grant Navipoint a perpetual, sublicensable, worldwide, non-revocable, royalty-free license to host, store, copy, publish, distribute, provide access to, create derivative works of, and otherwise use such User Provided Content to the extent and in the form or context we deem appropriate on or through any media or medium and with any technology or devices now known or hereafter developed or discovered. Notwithstanding the non-revocable and perpetual nature of this license, it terminates when your User Provided Content is deleted from our systems. Be aware that to the extent you elected to make your User Provided Content public and other users copied or saved it to the Services, this license continues until the content has been deleted both by you and the other users.

5. PRIVACY AND USE OF PERSONAL INFORMATION; DATA

- a. Your personal information including sensitive personal data or information will be treated in accordance with our Privacy Policy. We advise you to carefully read our Notice of Privacy Rights and Privacy Policy. ON YOUR PURCHASE OF ANY PRODUCT(S) AND/OR SERVICES FROM US, YOU AGREE THAT YOU HAVE RECEIVED OUR NOTICE OF PRIVACY RIGHTS AND ARE ACCEPTING THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY. THE SAID TERMS AND CONDITIONS OF OUR PRIVACY POLICY ARE HEREBY INCORPORATED BY REFERENCE.
- b. Any Personal Information that is created, received, maintained, transmitted or otherwise accessed by Navipoint will only used and disclosed as permitted by law.

6. PRODUCT RETURNS; CANCELLATIONS; REFUNDS

a. RETURNS:

- i. Product returns are permitted only if you have received Product(s) in a condition that is damaged, defective, missing consumables or parts or accessories, different from the product description specified in the Website.
- ii. Some Product(s) may not be eligible for returns as explicitly stated on the Website or otherwise.
- iii. In cases of any returns pursuant to Section 6(a)(i) above, you may write to Navipoint at the email address provided in Section 14(h) hereof or communicate in any manner as may be specified by Navipoint in this regard. Navipoint on authorizing such return shall communicate to you the mode and manner of such return.

b. CANCELLATIONS

- i. Cancellations of any order made any made by Buyer shall only be permissible if made prior to receipt by Buyer of an order dispatch confirmation email.
- ii. All cancellation requests shall be made to Navipoint on the email specified in Section 14(h) hereof or in any other manner as specified by Navipoint on its Website or otherwise.
- iii. Navipoint may at its sole discretion refuse any cancellation request, without citing any reason.

c. REFUNDS

- i. In cases of any Product(s) returns within Section 6(a)(i) above, you may at your option choose a full refund for the said Product(s). Such option may be exercised by you in the manner as communicated to you by Navipoint or as may be specified on the Website.
- ii. Processing of refunds is subject to completion of Product returns in the manner as provided in Section 6.1 hereof.
- iii. Refunds shall only be issued to your original payment method.

7. CHANGES TO PRODUCT(S) AND/OR SERVICE(S) SPECIFICATIONS.

Navipoint reserves the right, without prior written notice to Buyer, to make any change in the specification of Product(s) and/or Service(s).

8. WARRANTIES AND DISCLAIMERS

- a. Navipoint warrants to Buyer that, all Products purchased hereunder will meet Navipoint's most recent specifications at the time of delivery. Any related warranty claim hereunder must be delivered in writing to Navipoint within forty five (45) days of purchase. Buyer's sole and exclusive remedy (and Navipoint's sole and exclusive liability) for a warranty claim hereunder is limited to repair, replacement or refund at the sole option of Navipoint. Such remedies shall not extend the warranty period.
- b. Any warranty granted by Navipoint with respect to the Products shall be deemed void if Buyer uses the Products for entertainment use, or outside the Country of Delivery or in a manner contrary to any applicable regulatory requirements or the Product-Specific Terms and Conditions, Navipoint's catalogue or website, Product terms and / or instructions of use in any documentation or label or otherwise provided in writing to Buyer. All warranties are automatically void if Buyer transfers or sells the Products to any third party.
- c. The warranties above exclude consumable items or parts or accessories deemed necessary for the normal operation of the Product(s) covered, including but not limited to, any disposable supply or saleable items.
- d. ANY DATA AND/OR REPORT(S) AND/OR ASSESSMENT(S) AND/OR ANY RESULTS CONTAINED IN THE REPORT(S) GENERATED ON PROCESSING BY LABORATORY OF ANY BIO-SAMPLES COLLECTED

BY YOUR USE OF THE PRODUCT(S) (COLLECTIVELY REFERRED TO AS “RESULTS”):

- i. IS/ARE INCONCLUSIVE AND IS TO BE CONSIDERED MERELY PRELIMINARY AND INDICATIVE;
 - ii. DO NOT / DOES NOT CONSTITUTE NOR IS TO BE CONSTRUED AS A DIAGNOSIS OR CONFIRMATION OF ANY AILMENT NOR IS IMPLIED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE.
- e. THE RESPONSIBILITY FOR INITIATING A FOLLOW-UP EXAMINATION TO CONFIRM THE RESULTS CONTAINED IN SUCH REPORTS AND TO OBTAIN PROFESSIONAL MEDICAL ASSISTANCE IS SOLELY OF THE BUYER ALONE.
- f. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE PRODUCTS AND SERVICES UNDER ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- g. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAVIPOINT HEREBY EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS AND / OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS.
- h. Notwithstanding anything to the contrary herein, Navipoint shall have no liability under any of its representations or warranties with respect to: (i) the use of the warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Navipoint or recommended in writing by Navipoint; (ii) normal wear and tear; (iii) fraud, negligence or wilful misconduct of Buyer or representatives; (iv) any medical condition or allergic reaction from use of Product(s); (v) shipping or storage conditions after Navipoint’s delivery of the Products to the Buyer; (vi) failure to follow Navipoint's use restrictions, recommendations or instructions; (vii) any alteration, modification, repair or enhancement of the warranted Product by Buyer or any third party without Navipoint's prior written consent; (viii) any misuse of the Products or Buyer’s use of the Products not in accordance with Navipoint specifications; (ix) any allegation that Buyer’s use of the Products infringes the intellectual property rights of any third party; (x) any Product damaged or lost as a result of a force majeure event; (xi) transfer or use of the Product in a location different than its place of delivery (including, without limitation, outside the

Country of Delivery); or (xii) any Product, if the price payable for such Product has not been paid in full in accordance with the terms of the Contract; (xiii) medical diagnosis or treatment decisions.

9. SOFTWARE

- a. The creation of an Account or purchase of Products and/or Services does not provide you any rights, title, or interest in Software. You may not incorporate any portion of the Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license or reverse engineer the Software or otherwise assign any rights to the Software in whole or in part. You may not use the Software for any illegal purpose. We may cease providing any Software and we may terminate your right to use any Software at any time.
- b. All Software used in Website or otherwise is the property of Navipoint and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.
- c. The terms as specified in the Website Terms of Use are hereby incorporated herein by reference.

10. INTELLECTUAL PROPERTY RIGHTS

- a. All intellectual property rights registered or unregistered in the Products and/or Services and/or Software including but not limited to trade names, trademarks, domain names, copyrights, patents and all other intellectual property rights related to the Products and/or Services and/or Software are and shall always remain the exclusive property of Navipoint and/or its licensors.
- b. No user license is granted to the you in relation to the intellectual property rights in the Products and/or Services and/or Software.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. You agree that you will indemnify and hold Navipoint, and its affiliates and subsidiaries their respective officers, directors, employees, agents, successors, and assigns (the "Navipoint Parties") harmless from any claims, damages, or other expenses (including attorney's fees) that result from your use of the Products and Services and (a) your violation of these Terms or other documents incorporated herein by reference; (b) your violation of another person's rights; or (c) any claim related to your User Provided Content, including a claim that your User Provided Content caused damage to another person. This indemnification obligation will continue after you stop using the Products and Services. In addition, you release the Navipoint Parties from all claims, demands, actions, or suits in connection with your User Provided Content, including any liability related to our use or non-use of your User Provided Content, claims for defamation, invasion of privacy, right of publicity, emotional distress, or economic loss.

- b. WE LIMIT OUR LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. WE WILL NOT BE LIABLE FOR ANY UNINTENTIONAL DAMAGE, ANY ACTUAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, OR FOR ANY LOSS OR CLAIM OF ANY KIND. SOME JURISDICTIONS DO NOT ALLOW US TO HAVE A BROAD LIMIT ON OUR LIABILITY. IF YOU LIVE IN ONE OF THOSE JURISDICTIONS, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH A PRODUCT OR ANY PORTION OF THE SERVICES OR WITH ANY STATEMENT IN THESE TERMS, YOUR SOLE REMEDY IS TO STOP USING THE PRODUCT, SERVICES AND, IF YOU ARE USING ANY OF OUR SUBSCRIPTION SERVICES, CANCEL YOUR SUBSCRIPTION AS DESCRIBED HERE. OUR TOTAL LIABILITY IN ANY MATTER RELATED TO THE SERVICES OR THESE TERMS IS LIMITED TO THE AGGREGATE AMOUNT YOU PAID US DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

12. CONFIDENTIALITY

Each Party will treat the other Party's proprietary information disclosed hereunder as confidential and will not use or disclose it to any third parties unless (a) permitted under the Contract, (b) mutually agreed upon by the Parties, or (c) required by law.

13. DISPUTES AND GOVERNING LAW

If you access the Services on our Website in the United States, the laws of the State of Delaware and as applicable, those of the United States of America, govern these Terms and the use of the Products and Services. All claims brought in the United States will be subject to the jurisdiction of the courts of the State of Delaware.

14. MISCELLANEOUS

- a. Assignment. We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to you and, as a result, you may not, without the written consent of Navipoint, assign or transfer any of your rights and obligations under this Agreement. There shall be no third-party beneficiaries to this Agreement.
- b. Acquisition. If Navipoint or its businesses are acquired or transferred to another entity (in whole or part and including in connection with bankruptcy or similar proceedings), Navipoint has the right to share your Personal Information and User Provided Content with that entity. These Terms will continue to apply to the Services until you receive notification of changes to the Terms or Services.
- c. Modifications to these Terms. We have the right to modify 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. We will notify you of any material changes by posting information through the Services or via email. Such material changes will not apply retroactively and will become effective thirty days after they are posted,

except those changes addressing new functions in the Services or changes made for legal reasons will be effective immediately. Except as explicitly provided herein, your continued use of the Services after a change to the Terms will mean you accept the changes.

- d. Entire Agreement. These Terms, including all rules, guidelines, and other documents incorporated herein by reference, state the entire agreement between you and Navipoint regarding your use of the Services and supersede any prior agreements we may have relating to the Services.
- e. Notification of Changes to the Service.: Navipoint may contact you within the Services, via email or physical mail to inform you of changes to the Services or these Terms. You agree that contact in any of these ways will satisfy any legal communication requirements, including that communication be in writing.
- f. Severability. Except as explicitly provided herein, the unenforceability of any section or clause in these Terms will not affect the enforceability of the remaining Terms. We may replace any unenforceable section or clause with a similar one that is enforceable.
- g. Waiver. Failure by either Party hereto to enforce any rights under the Contract shall not be construed as a waiver of such rights nor shall a waiver by either Party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.
- h. Contact Navipoint. Questions or issues regarding Products and/or Services should be e-mailed to wecare@navipointhealth.com; or mailed to Navipoint Health, Inc., 2863 95th St Ste 143-136, Naperville, IL 60564.