

Terms of Use

Last Modified: 3/9/2019

Thank you for choosing Pharmazam, LLC (“Pharmazam, we, us, our”) to provide to you our medication management services (“Services”) offered through our Website, www.pharazam.com (“Website”) or through our mobile application (“Application”). If you choose to receive our Services then you will be required to submit a specimen (“Specimen”) through the use of our DNA Collection Kit (“Collection Kit”), and upon our receipt of the Specimen, we and/or our authorized laboratories will perform pharmacogenetics testing from which the results of the testing (“Results”) will be processed through our proprietary software and information shall be provided to you regarding that when shared with your medical provider will provide your medical provider with greater insight into whether: a medication may be an effective treatment for you, the best dose of a medication for you, and whether you may be exposed to serious side effects from certain medications. (“Report”). The Report is not intended to be used as the sole means for determining which medication is best for you, nor does the Report include all medications in the marketplace, but when presented to your healthcare provider, along with other factors such as your age, lifestyle, other medications you are taking, and your overall health, may be used by your healthcare provider to assist in making the decision as to the best medication for you.

We offer the Services and content related thereto at our Website and Application. This Terms of Use (“Terms of Use”) and our Privacy Policy <https://pharmazam.com/assets/downloads/Privacy-Policy.pdf>, that is incorporated herein, controls your use and access of the Services. Please read this Terms of Use and our Privacy Policy carefully because they contain a mandatory arbitration clause as well as a class-action waiver. Before you can begin using our Services you must agree to the terms and conditions contained in each of these documents, including your consent to the collection, storage, use, processing and testing of your Specimen and DNA.

By accessing or using our Services, by clicking to accept or agree to the Terms of Use when this option is made available to you, or by submitting a Specimen to us, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy <https://pharmazam.com/assets/downloads/Privacy-Policy.pdf>. If you do not agree to these Terms of Use and or our Privacy Policy, you must not access or use our Services. Please be aware, that our Services are offered and made available to users who are 18 years of age or older that reside in the United States or to the parents of minor who also reside in the United States subject to additional restrictions identified below. By accessing and using our Services, you represent and warrant that you are of legal age to form a binding contract with us, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use our Services.

You are prohibited from using the Services, including the Collection Kit, outside the state in which the Collection Kit was mailed to you. Only persons who are 18 years old or older who do not have an active infectious disease are permitted to purchase a Collection Kit. You may use the Collection Kit to submit the Specimen of a minor to be used for the Services provided that: (a) the Registered User is the minor’s parent with legal rights to act on behalf of and for the benefit of such minor; (b) the minor child does not have an infectious disease; (c) each of the minor child’s parents who have parental right to act on behalf of and for the benefit of such minor child consent to the submission of the minor child’s Specimen

to be used for the Services; (d) the Registered User’s parental rights over such minor child have not been restricted in any way that would nullify or void the Registered User’s ability to act on behalf of the minor child; and (e) the Registered User consents to and binds the minor child to this Terms of Use and Privacy Policy. You are prohibited from using the Collection Kit for any purpose, other than the collection and submission of the Specimen to us.

We are committed to continually developing and improving our Services. Sometimes, such improvements and developments will require additional terms and conditions that we will disclose to you, and will become part of this Terms of Use. We may also have special offers or promotions for the Services that are subject to additional terms and conditions which shall become part of this Terms of Use. If the additional terms and conditions conflict with any terms in this Terms of Use, the additional terms and conditions shall be given precedence. Finally, we may revise and update this Terms of Use from time to time in our sole discretion. We will notify you of any changes in this Terms of Use, and such changes shall be effective immediately upon providing such notification. Your continued use of our Services following the posting of revised Terms of Use means that you accept and agree to the changes.

IMPORTANT

Not Medical Advice. Our Services are not medical advice, and do not provide medical or diagnostic services. The Services provide informational and educational materials to allow you to have an open dialogue with your physician or other health care provider. Always seek the advice of a physician or other qualified health care provider with any questions you may have regarding medical conditions and never disregard professional medical advice or delay in seeking the same based on information that you received through our Services. If you are a Registered User (as defined below) and desire to speak with one of our healthcare providers regarding the information that you received through the use of our Services you can do so by contacting 888.972.9331. Although we do not render medical advice, receipt of the Report from us may require you to disclose such information to your insurer, which could impact insurance rates, obtaining disability or life insurance and employment. . The Genetic Information Nondiscrimination Act (GINA), a federal law, provides some protections against genetic discrimination. For information on GINA visit <http://www.genome.gov/10002328>.

Consent to Test, Store, Process and Use Your DNA. Our Services require t submission of the Specimen containing DNA, the pharmacogenetics testing of the Specimen analyzes the DNA and RNA within the Specimen (“PGx Testing”), the results obtained from the PGx Testing (“Results”), and the processing of the Results through our proprietary software which are delivered to you or to a person to whom you direct such delivery (“Report”). As a result, each Registered User consents and agrees that we may directly or through other companies who assist us in providing our Services to: provide the Specimen to laboratories and physicians that conduct the PGx Testing and analyze the Results; extract DNA from the Specimen and perform PGx Testing on the DNA using any testing methods either currently available or that may become available in the future; compare the Results and Report with other genetic data in our database to assist us in providing the Services; store the Results, Report, Specimen and any extracted DNA in accordance with these Terms of Use and the Privacy Policy; access, store and use Anonymous Information (as defined in our Privacy Policy located at <https://pharmazam.com/assets/downloads/Privacy-Policy.pdf>; disclose to you, the Registered User or a person to whom the Registered User directs us to disclose, the Report.

1. Who is permitted to use the Services?

Registered Users. Users who establish an account with us by providing certain registration details or other information ("Registration Information") shall be permitted to access and use the Services. It is a condition of your use of the Services that all Registration Information you provide to us is correct, current and complete. You agree that all Registration Information you provide to us is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. Registered Users shall treat all user names, passwords or any other piece of information we provide to you as part of our security ("Credentials") as confidential. Registered Users acknowledge that your account is personal to you and agree not to provide any other person with access to your account or portions of it using your Credentials. You agree to notify us immediately of any unauthorized access to or use of your Credentials or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. We have the right to disable your Credentials and your access to the Services at any time in our sole discretion for any reason whatsoever.

Visitors. Users who access the Website, but do not establish an account with us to become a Registered User ("Visitors") are only permitted to view the Website and shall not attempt to access or have authorization to use our Services until they become a Registered User.

2. Prohibited Use of Services

Registered Users and Visitors shall not use the Services: (a) in violation of any applicable federal, state, local or international law or regulation; (b) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use; (c) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate us, our employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which, as determined exclusively by us, may harm us or our Users or expose them to liability; (f) in any manner that could disable, overburden, damage, or impair the Services such as: (w) the use of any device, software or routine that interferes with the proper working of the Services, including the introduction of any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (x) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, or our servers; (y) attack the Services via a denial-of-service attack or a distributed denial-of-service attack; or (z) otherwise attempt to interfere with the proper working of the Services or Website.

Each Registered User and Visitor shall also be prohibited from: (a) the use of any robot, spider or other automatic device, process or means to access our Services, including the Website, for any purpose, including monitoring or copying any of the Service's material; or (b) the use any manual process to monitor or copy any of the Service's materials, including materials on the Website, for any other unauthorized purpose without our prior written consent.

3. Intellectual Property Rights

The Services 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 us, our 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. No right, title or interest in or to the Services or any material contained therein is transferred to you, and all rights not expressly granted are reserved by us or our licensors.

All right, title and interest in and to Anonymous Information shall be owned exclusively by us. To the extent that you retain any rights in the Anonymous Information, you hereby assign to us all rights, including intellectual property rights, in and to the Anonymous Information, so that we are the sole and exclusive owners of such information. To the extent that state or local laws prohibits you from assigning ownership rights in such the Anonymous Information, you grant us, our successors and assigns, a royalty-free worldwide, sublicensable, transferrable license to host, transfer, process, analyze, distribute, communicate and use Anonymous Information in perpetuity without any compensation to you, your successors, your heirs or your assigns. If you do not consent to the collection and use of Anonymous Information, then you are prohibited from using the Services.

The Services are for your personal, non-commercial use only. If we provide desktop, mobile or other software applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use. You are prohibited from: (a) modifying, translating, adapting, or otherwise creating derivative works or improvements, whether or not patentable, of our proprietary software; (b) reverse engineering, disassembling, decompiling, decoding, or otherwise attempting to derive or gain access to the source code of our proprietary software or any part thereof; (c) removing, deleting, altering, or obscuring any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our proprietary software, including any copy thereof; (d) renting, leasing, lending, selling, sublicensing, assigning, distributing, publishing, transferring, or otherwise making available our proprietary software, or any features or functionality of it, to any third party for any reason, including by making our proprietary software available on a network where it is capable of being accessed by more than one device at any time; or (e) using our proprietary software in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

If you violate any of the terms contained in this Terms of Use, we may immediately terminate your right to use the Services.

4. Trademarks

Our Pharmazam name and logo and all related names, logos, product and service names, designs and our slogans are our, our affiliates or our licensors trademarks. You must not use such marks. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

5. User Contributions

The Services such as our Website may contain interactive features, such as message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website or Application.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website or Application for others to view will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website or Application, you grant us and our affiliates and service providers, and each of their and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that: (a) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our licensees, successors and assigns, and you will provide us with necessary document upon our request to verify such warranty; and (b) all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted on the Website or Application.

6. Monitoring and Enforcement; Termination

We have the right to:

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company. We do not routinely monitor User Contributions and have not obligation to remove User Contributions that we believe violate this Terms of Use.
- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or Services.

- Terminate or suspend your access to all or part of the Services for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

7. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, deceiving, embarrassing, annoying, promoting commercial activity, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Promote, advocate, or assist in any unlawful act, or violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

8. Copyright Infringement

If you believe that any User Contributions violate your copyright, please contact the copyright agent identified below for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Copyright Agent: _____

9. Reliance on Information Posted

The information presented through our Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. 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 or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements

and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. 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.

10. Changes to the Website

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

11. Information About You and Your Visits to the Website and Use of the Services

All information we collect on this Website and through your access and use of the Services is subject to our Privacy Policy. By accessing this Website or the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

12. Online Purchases and Other Terms and Conditions

The purchase of any of our Services, including our Collection Kit, is exclusive of any shipping costs and any state, federal, or local taxes. To the extent that there are any shipping costs associated with your purchase, such costs shall be disclosed to you upon check-out. All prices are stated in U.S. dollars and payment must be in U.S. currency. You shall bear the risk of shipment for all goods purchased from us whether sent from us or returned to us.

13. Links from the Website

If the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those 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 to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

14. Geographic Restrictions

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

15. Disclaimer of Warranties

Except as expressly set out in these Terms of Use, we provide the Services and the content therein to you on an "AS-IS" basis. To the maximum extent permitted by law, we disclaim all warranties express or

implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We do not make any promises (a) about the content provided to you through the Services, (b) about the specific functionality of the Services, (c) about the quality, accuracy, reliability, or availability of the Services or the content provided to you through the Services, or (d) that the Services or content will be free from viruses or other harmful components.

16. Limitation on Liability

IN NO EVENT WILL WE, OUR AFFILIATES OR OUR 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 SERVICES AND ANY THIRD PARTY LINKS TO 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.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH ANY STATEMENT IN THESE TERMS OF SERVICE, YOUR SOLE REMEDY IS TO STOP USING THE SERVICES. OUR TOTAL LIABILITY IN ANY MATTER RELATED TO THE SERVICES OR THESE TERMS OF USE IS LIMITED TO THE AGGREGATE AMOUNT YOU PAID US DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

18. Governing Law & Arbitration

Any disputes arising out of or relating to the Services or this Terms of Use (whether in contract, tort or any other legal theory, excluding injunctive relief) (collectively "Disputes") shall be governed by laws of the state of Florida law regardless of the state or country where you access or use the Services, and regardless of any conflict of laws principles. Any Disputes shall be resolved exclusively by final and binding arbitration which shall follow the commercial arbitration rules of the American Arbitration Association before a single arbitrator to be held in Clearwater, Florida. The arbitrator shall be vested with the authority to determine the enforceability of the arbitration clause contained within this Terms of Use. Either party may obtain injunctive relief and order to compel arbitration or enforce the arbitration award in any court of competent jurisdiction. YOU MAY ONLY RESOLVE DISPUTES WITH US ON AN INDIVIDUAL

BASES, AND ARE PROHIBITED FROM BRINGING ANY CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

19. Other Terms

Waiver and Severability. No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by arbiter, court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement. The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

Contacting You. We may contact you within the Services, via email, text or physical mail to inform you of changes to the Services, additional Services offered by us, or this Terms of Use and you authorize such contact. You consent and agree to such contact and agree that contact in any of these way will satisfy any legal communications requirements, including that the communication be in writing.

Assignment. We have the right to assign or transfer our rights and obligations under this Agreement. This Terms of Use is personal to you, and you are prohibited from assigning or transferring any of your rights hereunder.