

Aiwa Health Pre-Order Terms of Service

IMPORTANT: These Pre-Order Terms of Service govern the placing of pre-orders (“Pre-Order”) for genetic testing services (a “Test” or the “Tests”) performed by Aiwa Health. Please read these Terms of Service carefully before submitting your Pre-Order of any Tests. By submitting your Pre-Order, you agree to be legally bound by these terms.

Pre-Order Reservation

You acknowledge and agree that Aiwa Health may decline or delay Pre-Orders to avoid oversubscriptions or as it deems appropriate, provided that we will make efforts to inform you within three (3) months of our receipt of your Pre-Order, and that you will be entitled a full refund of the purchase Price. You will be charged the full Price of the Test at the time of placing the Pre-Order. If Aiwa Health is unable to commence shipping the Test on or before the one-year anniversary of your placing the Pre-Order, Aiwa Health shall process a full refund to you. **Your placing of a Pre-Order constitutes your express agreement to Aiwa Health of charging the full Price of the Test at such time.**

Welcome and thank you for your interest in Aiwa Health Inc. (“Aiwa Health,” “we,” or “us”). Aiwa Health performs certain genetic testing services (a “Test” or the “Tests”), which may include, for example: the clinical assessment of your risk for or carrier status of certain hereditary conditions or the provision of non-clinical genetic information beyond health risks through our Aiwa Health Research service. Your acceptance and use of the Aiwa Health sample collection kit (“Test Kit”), purchasing of one or more Tests, consultation with a genetic counselor or clinical pharmacist, use of any other services or customer support provided by or on behalf of Aiwa Health, acceptance or viewing of the Test result report (“Results”) (collectively, the “Service(s)”), as well as the use of the Aiwa Health website (“Site”), are governed by the following terms and conditions (“Terms of Service”). Depending on the Service(s) you have selected, additional terms and conditions may apply. We will only perform a clinical Test if it has been ordered by an authorized healthcare provider, and we have received a properly completed order form and biological sample meeting our acceptance criteria. Your use of any Aiwa Health Test is subject to your agreement

to Aiwa Health's Informed Consent ("Informed Consent") and Privacy Policy ("Privacy Policy"), available on our website www.probablygenetic.com.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY ACCESSING AND USING THE SERVICE(S) OR BY OTHERWISE INDICATING YOUR CONSENT TO THESE TERMS OF SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY AND THE INFORMED CONSENT (COLLECTIVELY, THE "TERMS"). IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO THESE TERMS, THEN PLEASE DO NOT USE THE SERVICE.

1. Eligibility

You must be at least sixteen (16) years of age to access the Site. In general, you must be at least eighteen (18) years of age to submit a sample and use the Service. Certain Tests, however, may be performed for minors (individuals under eighteen (18) years of age) only if the minor's parent or legal guardian provides consent for such Test. Tests that may be ordered for minors are specified in the Informed Consent ("Test Available for Minors"), available on our website www.probablygenetic.com. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least sixteen (16) years of age; (ii) if you provide a biological sample, you are either (1) at least eighteen (18) years of age, or (2) if you are under eighteen (18) years of age, you have purchased or had purchased on your behalf only a Test Available for Minors, and your parent or legal guardian has provided consent for such Test Available for Minors; (iii) your creation of a Aiwa Health account and your use of the Service is in compliance with any and all applicable laws and regulations; and (iv) you have reviewed and agree to the Informed Consent, Privacy Policy, these Terms of Service, and any other applicable Service Terms, available on our website www.probablygenetic.com.

2. Ordering the Test; Medical Advice

If you are an individual requesting the Test for yourself, Aiwa Health recommends that you speak with your physician or other qualified healthcare provider regarding any questions you may have about the treatment, mitigation, or prevention of any genetic condition, or how your genes may impact how you process or respond to certain medications. Aiwa Health's clinical Tests can only be ordered by an

authorized healthcare provider. Once you submit a request for a Test, a physician will review your request to decide if the order can be approved. Upon approval of the request, your Test will be ordered from Aiwa Health through the reviewing physician. You understand and agree that the Test is an informational test and not a diagnostic test, and that Results are intended solely for use by a healthcare provider. You should not make medical decisions or changes to medications or dosages without consulting a healthcare provider. Aiwa Health does not provide medical services, diagnosis, treatment, or advice. Nothing contained in the Results or made available through the Service(s) (e.g., consults with Aiwa Health's genetic counselors or clinical pharmacists) is intended to constitute medical advice, the practice of medicine, or the provision of medical care or to otherwise create a patient-healthcare provider relationship between Aiwa Health and you. The information provided by the Test or through the Site or Service is not a substitute for the advice of a personal physician or other qualified healthcare provider who can consider your Results in the context of broader medical management.

3. Healthcare Providers Acting on Behalf of Their Patients

If you are a healthcare provider obtaining a patient sample or submitting an order for your patient, you represent and warrant that: (i) you are authorized in your jurisdiction to order the Test on behalf of your patient; (ii) you have advised your patient of the benefits, risks, capabilities, and limitations of the Test(s) and Service; (iii) you have obtained consent from your patient to share patient health information with Aiwa Health, as required under the Health Insurance Portability and Accountability Act of 1996, as amended, and any other applicable data privacy requirements; (iv) you have confirmed that your patient has signed or will sign the Informed Consent, available on our website www.probablygenetic.com, either in paper form or upon activating their Test Kit through the Site; and (v) you will notify Aiwa Health of any changes in patient information and consent status (e.g., changes in consent regarding sample storage or participation in optional research).

4. Accounts and Activation

If you are an individual providing a biological sample yourself, please create an account and activate your Test Kit to associate your sample with your account. If you are a healthcare provider ordering a clinical Test or obtaining a patient sample and providing it to Aiwa Health on your patient's behalf, you may either create an account

or submit the sample directly as instructed by Aiwa Health. During the account creation process, you may be required to provide us with some information about yourself (such as your email address or other contact information), or if you are a healthcare provider, about the individual for whom the Test is intended to be used. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date. Individuals setting up an account for themselves will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password. We will never request your password in a phone call, email, or chat. However, when you contact our customer support, genetic counselors, or clinical pharmacists, we may ask you to confirm certain PII (as that term is defined below) to verify your identity and help keep your account information secure. Please note that we cannot guarantee the security or privacy of information you send to us via the internet or wireless connection (for example, via email messages) until that communication reaches our information systems. You agree to accept responsibility for all activities that occur under your account or under your control. You will not permit or enable someone else to access the Services using your account username, password, or other security information. If you access your account from a public or shared computer, you should exercise caution to ensure your account information is not saved or retrievable on the shared device. You may not impersonate someone else or provide an email address other than your own. If you have reason to believe that your account or information you shared with us is not secure, then you should promptly change your login information and notify us at support@aiwahealth.com.

At any time, you may request that we deactivate your account by contacting Aiwa Health at support@aiwahealth.com. It may take us up to thirty (30) days from the date that we begin processing your request to deactivate your account. If you choose to deactivate your account, you will be unsubscribed from all marketing emails; your sample and PII will no longer be shared for research (if you have opted into such research or sample storage); and Aiwa Health will not provide you with any of the Services going forward (including, without limitation, any Results that have not yet been reported, or any updates or changes to your Results). Although Aiwa Health can remove your information from its active databases, some or all of your information from deactivated accounts will remain in Aiwa Health's inactive database for compliance with legal, regulatory, and other requirements. Please also note that information that has already been de-identified, anonymized, aggregated, published, and/or shared with third parties as set forth in the Privacy Policy, available on our website at www.probablygenetic.com, prior to an account deactivation request may not be retrievable or traced back for destruction, deletion, or amendment.

Aiwa Health reserves the right, in its sole discretion, to terminate your account at any time, and to prohibit your access to the Site and/or the Services, for any reason or no reason and without notice to you. If Aiwa Health discovers that you are using the Services for non-personal or commercial purposes, or that you have provided false information related to a Test, for example, by misrepresenting information you share with it or providing another person's sample and not correctly identifying the source of the sample, Aiwa Health may immediately terminate your account. Any unauthorized use of the Site and/or the Service can lead to your prohibition from the Site and potential civil and/or criminal prosecution.

5. Additional Service Terms

Your use of the Services may be subject to additional terms, policies, rules or guidelines applicable to a particular Service (e.g. Aiwa Health Research). When you use such Service(s), you agree to be subject to such terms, policies, rules and guidelines applicable to that Service ("Service Terms"). If these Terms are inconsistent or conflict with those Service Terms, such Service Terms shall control.

Aiwa Health can make available a research database that is comprised of anonymized, aggregated genomic and phenotypic information from Aiwa Health clients who have consented to the use of their de-identified information in Aiwa Health's research database. It is intended for research use only, and any use for commercial or other non-research purposes is prohibited. To protect participating clients' identities, information is de-identified in compliance with the HIPAA Privacy Rule. Anyone accessing Aiwa Health's research database is strictly prohibited from attempting to re-identify individuals whose information is included. All queries and associated source IPs are logged, and Aiwa Health will take appropriate remedial action if we discover or reasonably suspect non-compliance with these Service Terms.

6. Information About Yourself and Your Relatives

When you create an Aiwa Health account, we request certain personally identifiable information about you, including, but not limited to, your name, email address, physical address, telephone number, and certain medical, medication, and health related information (collectively, "PII"). Your PII will be used, handled, and stored by Aiwa Health and its third-party vendors as set forth in the Informed

Consent and Privacy Policy, available on our website www.probablygenetic.com. While you are not required to provide your PII, certain PII is necessary for Aiwa Health to provide the requested Services and failure to provide such information will make it impossible for you to use the Service. For example, the relevance, accuracy and usefulness of the inherited condition information provided depends, in part, on you providing us with up-to-date, complete, and accurate information on your medical history. By activating your account and submitting your PII, you are agreeing that we may store and maintain it in connection with the Service. Aiwa Health also uses third-party vendors to facilitate the requested Service. The storage and use of PII is necessary for Aiwa Health to carry out our healthcare operations in providing the Services you've requested. Aiwa Health will retain your PII for as long as is necessary to carry out the function for which the information is being used and to comply with applicable laws and regulations, and as set forth in the Informed Consent, available on our website www.probablygenetic.com. By taking a Test, you specifically agree to allow your PII to be securely communicated to your ordering provider, any other provider you select, as well as Aiwa Health's genetic counselors and clinical pharmacists, in connection with our Service. If you want to review or amend information Aiwa Health holds about you, you may contact Aiwa Health at support@aiwahealth.com. Please note that any changes you make will be reflected in active user databases within a reasonable period of time.

To receive the Services, you must provide a saliva or blood sample in accordance with Aiwa Health's collection procedures. Your sample and PII will be transferred to third party sequencing vendors in the US or internationally that Aiwa Health uses for processing. DNA will be extracted from the submitted sample and sequenced. Sequence data includes information about genes and regions relevant to the ordered Test, as well as other regions up to and including the entire genome. Because saliva samples frequently include DNA from other sources (e.g., bacteria, food), Aiwa Health may also sequence and collect information about this DNA if present. All sequence data may be used for regulatory compliance, and de-identified for internal quality control, validation studies, and internal research and development purposes. Analysis and reporting on genes and regions beyond those relevant to the ordered Test will not occur unless you consent to future products or services (e.g. Aiwa Health Research), or unless you opt into third party research and Aiwa Health's research database. Only high-quality variant calls within the reportable range of an ordered Test will be considered part of the designated record set. Data that has not been analyzed and reported on will not be returned.

7. United States Data Privacy Regulations; International Clients

The Services are primarily hosted and performed in the United States (“US”) and are subject to applicable US laws, rules, and regulations. You understand and agree that the Services and the Site may not be accessible or appropriate for use outside of the US. If you choose to use the Services and/or Site from regions outside of the US, then you do so at your own initiative, and by your use of the Services and/or Site you acknowledge and agree that: (a) you are transferring your personal information outside of those regions to the US for genetic analysis, storage, and processing as required for Aiwa Health and its contractors to perform the Services; (b) the laws and regulations of the US shall govern your use of the Services and provision of your information (including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, each as amended), which laws and regulations may differ from those of your country of residence; (c) to the extent any local laws apply to your use, you will be responsible for compliance with such laws; and (d) access to the Services may not be legal by certain persons or in certain countries. Aiwa Health may refuse to provide the Services on any of the foregoing bases. Aiwa Health shall collect, process, use, store, transfer, and disclose your information as set forth in the Informed Consent and Privacy Policy, available on our website www.probablygenetic.com, which you should carefully review to understand and agree to all the ways that Aiwa Health handles your information.

All of your information will be located and hosted on servers located in the US, but you acknowledge and agree that Aiwa Health may transfer your data from the US to other countries or regions in connection with the activities and purposes set forth in the Informed Consent and Privacy Policy, available on our website www.probablygenetic.com. By providing any information, including personal information, on or to the Services and/or Site, you consent to such use, transfer, storage, and processing. While there is no statutory or contractual requirement for you to provide this information, some of the information is necessary for Aiwa Health to be able to provide the requested services. Failure to provide such information will make it impossible for you to use the Services. Aiwa Health will retain your personal information for as long as is necessary to carry out the function for which the information is being used, as consented by you in the Informed Consent, available on our website www.probablygenetic.com, and to comply with applicable laws and regulations. You further agree that by providing your sample, you are not violating any export ban or other legal restriction in the country of your residence.

Clients who live outside of the US in certain jurisdictions may have the option of requesting that their personal information be accessed, updated, and/or removed at any time from our active databases, subject to the applicable laws and regulations of such jurisdictions. Such clients may also have the right to object to Aiwa Health's processing of their personal information and/or request that Aiwa Health provide their personal information to another third party. Aiwa Health may require that such request be provided in writing subject to applicable laws and regulations with respect to transfer of medical information. If you would like to access, update, object to processing, request provision to a third party, and/or request removal from Aiwa Health's active databases of your personal information, please contact support@aiwahealth.com. Any such requests will be honored within one month. If you believe Aiwa Health's processing of your personal information is inappropriate, you have the right to lodge a complaint with a supervisory authority or contact Aiwa Health's Privacy Officer at privacy@aiwahealth.com.

Please refer to Section 4 above to understand how requests to remove or halt processing of personal information are handled, and refer to the Privacy Policy, available on our website www.probablygenetic.com, for details on the information that Aiwa Health collects, how it uses this information, how information is shared, how Aiwa Health protects the information, and your choices regarding the same.

8. Self-Pay Payment, Refunds, and Test Kit Replacements

You may be required to pay a fee to receive the Services. All fees are in US Dollars, and all payments will be processed by a US bank. If you pay with a credit or debit card, Aiwa Health may seek pre-authorization of your account prior to your purchase to verify that the account is valid and has the necessary funds or credit available to cover the fees. We may also engage third parties to assist us with billing and collection efforts. The purchase and sale of the Services shall be deemed to occur in California, US.

Aiwa Health's clinical Tests are physician-ordered. In the event that your ordering physician decides that the requested testing is not appropriate for you, you will receive a full refund. If you decide that you no longer want the Services, please contact us immediately. If you have selected the self-pay option, we will be unable to process a refund if more than 30 days has passed since the Test was purchased, or if our lab has received your sample. If the Services can be refunded, you will receive a refund on the purchasing card, if applicable, less shipping and handling fees and a

\$25 cancellation fee to cover the cost of the Test Kit if the Test Kit has already been shipped to you.

Please return your saliva sample as soon as possible, but in no event later than twelve (12) months after you receive your Test Kit. A timely return will help ensure that your sample is received before the expiration date of the saliva collection tube and that the Results will reflect up-to-date PFHI that you provided. Your failure to timely provide a sample may result in the expiration of the Test Kit or any of its components. In such case, we would require a new sample for processing, and you may incur a replacement kit fee, plus shipping and handling fees.

On rare occasions, Aiwa Health may be unable to process your sample either because of an issue with the sample you submitted or due to an issue at our lab. If this occurs, we will first attempt to process your leftover sample, if a sufficient amount is available, at no charge to you. If we are still unable to process your sample, we will send you another Test Kit (at no charge to you) so that you may submit another sample for our lab to process. If your second sample cannot be processed, please contact support@aiwahealth.com to discuss your options.

If you require a replacement kit for any other reason, please contact support@aiwahealth.com to receive assistance regarding a replacement kit, and to determine whether replacement fees apply given your particular situation.

9. Insurance Coverage

If you have insurance coverage and elect to submit the Test for reimbursement, by agreeing to these Terms of Service, you authorize Aiwa Health to share your contact, insurance enrollment, and testing information with your designated insurance carrier. You also authorize benefits to be payable to Aiwa Health Inc. In the event that Aiwa Health determines that the self-pay price of your selected Test is the lowest estimated payment option, Aiwa Health will invoice you directly for such self-pay price unless you contact us and instruct us to bill your insurance provider instead. If insurance payment is sent to you, you agree to endorse and forward the payment to Aiwa Health Inc. within thirty (30) days. In the event a claim is denied, you authorize Aiwa Health and/or its agents to appeal on your behalf, any decisions made by the carrier. You also understand that you are responsible for any co-pays, deductibles, and co-insurance, and any amounts not paid by insurance for reasons including, but not limited to, non-covered and non-authorized services. If you or your physician has selected the self-pay option, you accept full financial responsibility for

payment associated with the Test. Aiwa Health does not guarantee that the fees we charge for our Services will be reimbursed by any insurance provider. You agree that you will not seek reimbursement of the Services from any federal or state health care program or provider (e.g., Medicare, Medicaid, Tricare, etc.) in violation of applicable federal and state laws, rules, or regulations.

10. Promotional Codes and Offers

From time to time, Aiwa Health may, at its sole discretion, make available promotional offers that may only be available to certain qualifying recipients (each, a "Promotional Offer"). Such Promotional Offers are only available to US residents and are void where prohibited. Unless otherwise expressly stated by Aiwa Health, Promotional Offers may not be combined and may not be resold, forwarded or otherwise transferred to any third party other than the intended recipient, and may not be applied to Services or Tests paid for by insurance (private or government reimbursed). Aiwa Health reserves the right to modify or discontinue Promotional Offers at any time, or to deny Promotional Offers used in breach of the Terms. If a Promotional Offer is provided to a recipient who is not eligible to receive or use a Test or Test Kit, the Promotional Offer will be null and void. Aiwa Health is not responsible if any Promotional Offer is lost, stolen, or destroyed, or if a Promotional Offer is used without the intended recipient's permission. Aiwa Health also reserves the right to void Promotional Offers and close customer accounts if it suspects that a Promotional Offer is obtained, used, or redeemed fraudulently, unlawfully, or otherwise in violation of the Terms, or any applicable law, rule, or regulation.

IN THE EVENT A PROMOTIONAL OFFER IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND AIWA HEALTH'S SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT PROMOTIONAL OFFER. IN NO EVENT WILL AIWA HEALTH BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF A PROMOTIONAL OFFER, OR YOUR INABILITY TO USE A PROMOTIONAL OFFER, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT AIWA HEALTH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

When you redeem a Promotional Offer, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms

and any dispute that may arise between you and Aiwa Health related to your use or receipt of a Promotional Offer. Aiwa Health reserves the right to end any Promotional Offer program at any time at its sole discretion. Promotional Offers are not eligible for a refund. Promotional Offers shall expire at the conclusion of the promotional period associated with such Promotional Offer. If no such period is specified, then such Promotional Offer shall expire twelve (12) months after its first offering or availability.

11. Limited Right to Use; Ownership; Proprietary Rights

The Service is owned and operated by Aiwa Health. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), bioinformatics pipeline, Test Kit, and all other elements of the Service (“Proprietary Materials”) provided by Aiwa Health are protected by all relevant intellectual property and proprietary rights and applicable laws. Test Kits may not be resold, distributed, transferred, or used for any purpose other than for the performance of the Test(s), without the express prior written permission of Aiwa Health. Aiwa Health reserves the right to reject and/or deny Tests on any samples submitted using Test Kits that are in breach of these Terms of Service. All Proprietary Materials contained in the Service are the property of Aiwa Health or Aiwa Health’s third-party licensors. Except as expressly authorized by Aiwa Health, you may not make use of the Proprietary Materials, and reverse engineering of the Proprietary Materials is strictly prohibited. Aiwa Health reserves all rights to the Proprietary Materials not granted expressly in these Terms.

Aiwa Health grants you a limited non-exclusive right and license to access and use the Site for personal, non-commercial purposes. This license does not include and strictly prohibits: (i) any derivative use of the Site or its contents; and (ii) any use of data mining, robots, or similar data gathering and extraction tools. The Site, including its operation, interface, and contents, are covered by US copyright laws and international laws and treaties, and may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express prior written consent of Aiwa Health. This includes, without limitation, a prohibition against (a) publishing any logo or other proprietary graphic or trademark belonging to Aiwa Health or any of its subsidiaries, affiliates, or other partners without our written consent, and (b) using any Aiwa Health content including from Aiwa Health’s Site or Result reports (or any portions thereof) for non-personal or commercial use without our written consent.

If you provide us with any suggestions, recommendations, or other feedback regarding the Services ("Feedback"), you agree that Aiwa Health may use such Feedback in any way and for any purpose, without compensation or acknowledgment.

12. Indemnification

You agree that you will be responsible for your use of the Site and the Service, and you agree to defend, indemnify and hold harmless Aiwa Health and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (collectively, the "Aiwa Health Entities") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to, use of, or alleged use of the Site, Service, and Results; or (ii) your violation of these Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation. Aiwa Health reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with Aiwa Health's defense of such claim.

13. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE AIWA HEALTH ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU ACKNOWLEDGE AND AGREE THAT, AS FURTHER SPECIFIED HEREIN, AIWA HEALTH DOES NOT PROVIDE ANY MEDICAL SERVICES OR ADVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR ENDORSEMENTS REGARDING ANY MEDICAL SERVICES OR ADVICE THAT YOU MAY OBTAIN THROUGH THE SITE AND/OR THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT

AVAILABLE ON OR THROUGH THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONSULTS WITH AIWA HEALTH'S GENETIC COUNSELORS OR CLINICAL PHARMACISTS) WILL CREATE ANY WARRANTY REGARDING THE AIWA HEALTH ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. BY USING THE SERVICES, YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL NOT TAKE ANY MEDICAL ACTION, OR FAIL TO TAKE ANY MEDICAL ACTION, OR CHANGE ANY OF YOUR MEDICATIONS OR DOSAGES, WITHOUT CONSULTING WITH A PHYSICIAN.

AIWA HEALTH DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ITS SERVICE OR THE SITE, AND YOU ACKNOWLEDGE THAT THE OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OR WITHIN AIWA HEALTH'S CONTROL.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

14. Limitation of Liability; Waiver

IN NO EVENT WILL AIWA HEALTH BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SITE OR OBTAINED IN CONNECTION WITH THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE AIWA HEALTH ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT THE AGGREGATE LIABILITY OF AIWA HEALTH TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF RELATING TO THE USE OF OR ANY INABILITY TO USE THE SITE AND/OR SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE AND/OR SERVICE), OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE GREATER OF (A) THE PRICE YOU PAID FOR THE SERVICE GIVING RISE TO LIABILITY, OR (B) US\$50. IN JURISDICTIONS THAT DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

Your Results are based on currently available information in the medical literature and scientific databases, as well as laboratory informatics and algorithms that may be subject to change. You understand and agree that Aiwa Health may, at its sole discretion, amend or modify your Test report based on any such changes. This may result in a change in your risk assessment; the reclassification of a variant; a change or update to a previously reported pharmacogenomic genotype or allele; or a reclassification of a reported diplotype. You hereby irrevocably waive any and all claims against Aiwa Health for any amendment or modification of the Test report in accordance with Aiwa Health's standard operating procedures.

15. Dispute Resolution and Arbitration

15.1 Generally. You agree that any and all legal action, proceeding, or disputes arising in connection with these Terms, your use of the Service and/or Site, and your acceptance and use of the Results shall be resolved by binding arbitration governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. Any arbitration hearings will take place at a location to be agreed upon in San Mateo County, California. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, the Service, the Site, and the Results, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. If the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Aiwa Health for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND AIWA HEALTH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION. You understand and agree that this agreement to arbitrate binds you and anyone else who may have a claim arising out

of or related to all products and services provided to you by Aiwa Health, or persons employed or engaged by Aiwa Health.

15.2 Exceptions. Notwithstanding subsection 15.1, Aiwa Health and you agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to: (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state or local agencies where such actions are available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.

15.3 No Class Actions. YOU AND AIWA HEALTH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Aiwa Health agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15.4 Modifications. In the event that Aiwa Health makes any future change to this arbitration provision, you may reject any such change by sending us written notice within thirty (30) days of the change in which case your account with Aiwa Health shall be immediately terminated and this arbitration provision as in effect immediately prior to the amendments you reject shall survive.

15.5 Enforceability. If the entirety of this Section 15 is found to be unenforceable, then the entirety of this Section 15 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 17 shall govern any action arising out of or related to these Terms.

16. Modification of the Terms

Aiwa Health reserves the right to update or modify the Terms at any time without prior notice, and such changes will be effective immediately upon being posted through the Service or on the Site, except as set forth below. These Terms will identify the date of last update. Your use of the Service and/or the Site following any such change constitutes your agreement to be bound by the modified Terms of Use. In the case of material changes to the Terms, Aiwa Health will make reasonable efforts to notify you of the change, such as through sending an email to any address you may have used to register for an account, through a pop-up window on the Site,

or other similar mechanism. Material changes to these Terms will be effective upon the earlier of: (i) your first use of the Service and/or Site with actual notice of such change, or (ii) thirty (30) days from posting of such change. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications. Without limiting the generality of the foregoing, no modification to the terms of our agreement to arbitrate disputes will be effective without your express consent, provided that if we propose a change to the terms of our agreement to arbitrate and you do not consent to the change, you must terminate your use of the Service.

17. General

These Terms, together with the Privacy Policy, Informed Consent, applicable Service Terms, available on our website www.probablygenetic.com, and any other terms or agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Aiwa Health regarding your use of and access to the Service and/or Site, and except as expressly permitted above may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. These Terms, your use of the Site and Service, and your provision of your PII shall be governed by the laws of the State of California without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Aiwa Health agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Santa Clara County, California for the purpose of litigating all such disputes. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms will survive such termination or expiration, including Sections 11 through 15 and 17.

18. Contact Information

The services hereunder are offered by Aiwa Health Inc. You may contact us by emailing us at support@aiwahealth.com.

19. Termination

These Terms shall continue to have full force and effect unless and until terminated by Aiwa Health. Aiwa Health may terminate, suspend, or restrict any provision of these Terms and the Service and/or Site at any time in its sole discretion and without notice to you.

20. Third-Party Beneficiaries

Nothing contained in these Terms is meant or intended to confer any rights, remedies, or benefits upon any third party.

21. Use of "Open Source" Software

From time-to-time, Aiwa Health may make use of certain "open source" software components or programs in order to provide Services to you. Where applicable, you consent to the use of any such items. You also acknowledge and agree that such components or programs were created by third parties not owned or controlled by Aiwa Health, and that Aiwa Health does not, simply by virtue of their use or integration into any Service or the Site, make any guarantees or warranties regarding their quality or authenticity.

22. Electronic Signatures

By using our Site or Services you consent to transact business with Aiwa Health electronically.

23. Privacy Policy

Aiwa Health is committed to protecting your privacy. Details about Aiwa Health's policies and procedures governing privacy can be found at www.probablygenetic.com, and information specific to medical information,

including patient rights regarding such information as provided under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), can be found here. You may also request copies of these policies by e-mailing support@aiwahealth.com.

24. Our Commitment to Accessibility

Aiwa Health is committed to making our Site's content accessible and user friendly to everyone. If you are having difficulty viewing or navigating the content on this Site, or notice any content, feature, or functionality that you believe is not fully accessible to people with disabilities, please call our Support team at +1 (408) 338-5484 or email support@aiwahealth.com with “Disabled Access” in the subject line and provide (a) a description of the specific feature you feel is not fully accessible, or (b) a suggestion for improvement. We take your feedback seriously and will consider it as we evaluate ways to accommodate all of our clients and our overall accessibility policies. Additionally, while we do not control vendors, we strongly encourage vendors of third-party digital content to provide content that is accessible and user-friendly.

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