



INTERNATIONAL GENETICS, INC. DNA TESTING SERVICES TERMS AND CONDITIONS

These DNA Testing Services are supplied by **International Genetics, Inc (InGen)**, and the Terms and Conditions set out below (“Terms”) are binding upon you and **InGen**.

SAMPLING PROCEDURES. YOU AGREE TO FOLLOW ANY AND ALL PROCEDURES FOR SAMPLE COLLECTION, SHIPPING, OR ANY OTHER PROCEDURE associated with forwarding the DNA sample to **InGen**, as set forth in the DNA Collection instructions accompanying the purchased collection kit (THE ORDER). DEVIATION FROM OR FAILURE TO FOLLOW THE PROCEDURES MAY LEAD TO ERROR IN ANALYSIS AND YOU AGREE THAT **InGen** SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY ANALYTICAL ERROR RESULTING FROM NON-COMPLIANCE WITH THE ORDER PROCEDURES.

CONFIDENTIALITY. **InGen** will exercise due care to keep the results of any testing confidential, unless otherwise specified in the Order. **InGen** shall maintain the confidentiality of such information and material for a the life of the pet but not to exceed 10 years from the date of its receipt, but shall have no responsibility to do so to the extent that such information or material is (a) already known to **InGen** or was publicly known at the time of submission; (b) becomes publicly available in the absence of a violation of these Terms; (c) is disclosed to **InGen** by a third party with a legal right so to do; (d) is developed by **InGen** independent of and without reference to the information or material; or (e) must be disclosed under operation of law and without further protection as to confidentiality.

ADEQUACY OF SAMPLE. You agree that **InGen** shall have the right in its sole discretion to determine and judge whether a given sample is adequate to perform the testing and supply the results specified in the Order. **InGen** MAY, IN ITS SOLE DISCRETION, REQUIRE YOU TO SUBMIT A FURTHER DNA SAMPLE OR SAMPLES FROM THE SAME TEST SUBJECT, AT A CHARGE OF \$20.00 OR MORE BEFORE PROCEEDING WITH ANY DNA ANALYSIS SPECIFIED IN THE ORDER. YOU MAY ELECT TO FORGO ADDITIONAL SAMPLES AND TESTING BUT **InGen** WILL NOT BE REQUIRED TO REFUND ANY PORTION OF THE ORIGINAL COST OF THE REQUESTED GENOTYPING TEST REQUEST.

PROCESSING TIME & REFUND POLICY. It is **InGen**'s policy to strive to complete all testing and processing within 30 days from the receipt of DNA sample from the customer. **InGen** has an electronic sample reception system that alerts the customer by email as to the exact time & date of the receipt of the sample. It is this electronic time stamp that starts the processing time frame. All finished samples will be placed electronically on **InGen**'s website www.ingen.bs in the customers' private portal for retrieval by the customer. An email will be sent alerting the customer of new results in their portal. IF ANY SAMPLE REQUIRES MORE THAN 6 CALENDAR WEEKS FROM THE TIME & DATE OF THE INITIAL EMAIL ALERT OF RECEPTION OF SAMPLE FROM **INGEN**, IT IS **INGEN'S** POLICY THAT A FULL REFUND WILL BE MADE TO THE CUSTOMER FOR THE TEST IN QUESTION LESS ANY & ALL SHIPPING COSTS & CHARGES. THE CUSTOMER WILL ALSO RECEIVE THE TEST RESULTS ONCE PROCESSING IS COMPLETED. In order for the refund policy to take effect, the customer MUST have submitted the required number of DNA cheek swab brushes. Any variation of the required sample types will invalidate the refund policy for that particular test. **InGen**'s failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, Hurricanes, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement and the refund policy will not be in effect if such a condition is the cause of a delay in processing.

RE-TEST POLICY InGen will agree to perform (1) one re-test in the event of a DNA sample failure. The customer **MUST** have submitted the required number of DNA cheek swab brushes for the re-test policy to be valid. Any variation of the required sample types will invalidate the re-test policy for that particular test

LIMITED WARRANTY AND INTELLECTUAL PROPERTY INDEMNIFICATION. InGen warrants that it has the right to perform the services specified in the Order and will defend, indemnify, and hold you harmless from and against all actions, proceedings, claims, demands, damages and losses arising or resulting from the services rendered or products supplied to you by InGen hereunder, to the extent they arise from any actual or alleged infringement of any United States patent or copyright. YOU UNDERSTAND AND AGREE THAT InGen MAKES NO WARRANTY AS TO THE TEST RESULTS UNDER THE ORDER, notwithstanding any statement, whether written or verbal, made by or on behalf of InGen as to the accuracy of the test results. InGen DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER POTENTIALLY APPLICABLE WARRANTY. InGen DOES NOT WARRANT THAT THE DNA TESTING PERFORMED HEREUNDER IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE DNA TESTING SERVICES WILL BE WITHOUT ERROR.

DISCLAIMER AND LIMITATION OF REMEDIES. You understand and agree that no analytical test is 100% accurate. You further agree that final result of analysis under these Terms shall be submitted to you electronically in writing. IN NO EVENT SHALL InGen AND/OR ITS SUBSIDIARIES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS), OR PUNITIVE DAMAGES, EVEN IF InGen HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. InGen's ENTIRE LIABILITY TO YOU AND YOUR SOLE AND EXCLUSIVE REMEDY UNDER THESE TERMS AND UNDER ANY CIRCUMSTANCE SHALL BE THE REFUND OF YOUR PAYMENT HEREUNDER.

THIRD PARTIES. InGen makes no warranties to third parties hereunder and no third party shall have any rights under this Agreement as a third party beneficiary or otherwise.

GENERAL. These terms shall be binding upon and inure to the benefit of the parties and their successors, assigns, beneficiaries. The parties are independent contractors and not partners, agents of one another, or joint ventures. These Terms are the entire agreement as between the parties with respect to the DNA testing services set forth on the Order.

International Genetics, Inc is a corporation formed and acting under the laws of The Commonwealth of The Bahamas and any and all legal remedies must be made under the jurisdiction of The Commonwealth of The Bahamas.

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