

Terms of service DNA testing

1. Definitions

- **"Insight"** means Insight Pharma Services BV, with Postbus 1534, 3800 BM Amersfoort, The Netherlands as its business address.
- **"Product development"** means the development of new products and activities by Insight Pharma Services BV. These activities include improving our Services and / or offering you new products or services; performing quality control activities; performing data analysis that can lead to commercialization, possibly with a third party.
- **"Service" or "Services"** means the products, software, services and website (s) of Insight Pharma Services BV (including but not limited to text, images and other material and information) that the user accesses from time to time, regardless of whether the use is related to an account or not.
- **"Personal Information"** is information that can be used to identify the user, alone or in combination with other information. Insight Pharma Services BV collects and stores the following types of personal information:
 - o **"Registration Data"** is the information that you provide about yourself when registering and / or purchasing our Services (e.g., Name, e-mail address, user ID and password).
 - o **"Genetic information"** is information about your genotype (e.g. the A, T, C and G's at certain locations in your genome), generated by processing your cheek mucosa by Insight Pharma Services BV or by contractors, successors and assigns.
 - o **"Self-reported information"** is all information about yourself, including your disease states, other health-related information, personal characteristics, ethnicity, family history, and other information that you enter in surveys, forms or functions while you are logged into your Insight account.
 - o **"User Content"** is all information, data, text, software, music, audio, photos, graphics, videos, messages or other materials other than genetic information and self-reporting information generated by Insight Services users and transmitted, public or private, to or via Insight Pharma Services BV.
 - o **"Web behavior information"** is information about how you use the Insight Pharma Services BV website (e.g. Browser type, domains, pageviews) that have been collected through log files, cookies and web beacon technology.
- **"Aggregated genetic and self-reported information"** is genetic and self-reported information that is combined with that of other users and that has been analyzed or evaluated as a whole, so that no specific individual can reasonably be identified.

2. Acceptance of conditions

Your use of the Insight Services (excluding all services Insight Pharma Services BV provides under a separate agreement) is subject to the terms of the legal agreement between you and Insight Pharma Services BV as set out in these Terms of Service.

These Terms of Service apply to any use of the Services, including but not limited to

- a) the submission of a cheek mucosa or saliva sample for DNA extraction and processing
- b) uploading a digital version of your Genetic Information and the interaction with it on the Insight website, and / or
- c) creating a free Insight account and using it without providing your genetic material (cheek mucosa and / or saliva) or genetic information.

In order to use the Services, you must first agree to the Terms of Service. You may not use the Services if you do not accept the Terms of Service. You can accept the Terms of Service by (1) clicking for acceptance or agreeing to the Terms of Service, where Insight makes this option available to you; or by (2) actually using the Services. In this case, you acknowledge and agree that Insight will treat that as acceptance of the Terms of Service from the moment of use of the Services. Insight is free to offer other services that fall under different service conditions.

3. Requirements

Whether you submit your own saliva sample, submit a saliva sample for someone for whom you have legal permission, or otherwise provide your own genetic information, you may use the Services only and you may only accept the Terms of Service on your own behalf or for those for whom you have legal permission if you:

- (1) are eighteen (18) years of age or older - on your own behalf or for those for whom you have legal permission, or
- (2) are thirteen (13) years of age or older - when using the Services (with Insight account), without submitting a saliva sample or otherwise providing genetic information.

4. Description of the Services

The Services include access to the Insight public website and personal genotyping services, including the collection and analysis of your cheek sample. Unless expressly stated otherwise, any new feature that extends or improves the current Service is subject to the Terms of Service. You acknowledge and agree that the Services are offered "AS-IS" and are based on the current state of the art of genetic research and the technology used by Insight Pharma Services BV at the time of purchase or viewing. As research progresses and scientific knowledge and technology evolve, Insight Pharma Services BV will continue to focus on innovation to offer users the best possible experience. You acknowledge and agree that the form and nature of the Services that Insight Pharma Services BV offers may change from time to time without prior notice to you. As part of this ongoing innovation, you acknowledge and agree that Insight Pharma Services BV may stop providing (temporarily or permanently) a number of services (or other functions within the Services) to you or to users in general at Insight's in its sole discretion, without prior notice to you. You can stop using the Services at any time. You do not need to specifically inform Insight Pharma Services BV when you stop using the Services. Insight Pharma Services BV accepts no

responsibility for the use of Services outside the terms of these Terms of Service or other applicable terms.

To use the Services, you must have access to the Internet either directly or through devices that have access to web content and pay service fees associated with such access. You are responsible for paying such costs. In addition, you must provide all the equipment necessary to establish such an Internet connection, including a computer and a modem or other access device. You are responsible for the delivery of such equipment.

5. You must realize ...

Once genetic information is obtained, the knowledge is irrevocable.

You should not assume that all information that we can provide, now or as a genetic test, is welcome or positive. You should also understand that as the research progresses, to assess the significance of your DNA in the context of such developments, you may need further services from Insight Pharma Services BV, your doctor, a genetic advisor, or another health therapist or health care professional.

We encourage you to talk to a geneticist, a health professional with special training in genetic disorders, before collecting your sample for testing to learn more, so that you can make an informed decision about whether testing is right for you. A genetic counselor can also help you understand your results and options.

Some people are concerned about determining genetic health outcomes.

This is normal. You can find out information about yourself that you do not expect.

You can discover things about yourself that you find difficult and that you may not be able to control or change (e.g. that someone with your genotype may have a higher than average chance of developing a specific condition or illness). These outcomes can have social, legal or economic implications. If you feel very worried, you should consult your doctor or a geneticist before taking your sample for testing.

The laboratory may not be able to process your sample and the laboratory process may lead to errors.

The laboratory may not be able to process your sample within the time if your saliva does not contain enough DNA, if you do not provide enough saliva or if the results of the processing do not meet our standards for accuracy. If the initial processing fails for one of these reasons, Insight will do its utmost to get a better result. It may even be the case that Insight has to send another swap to the user in order to be able to take a cheek mucosa a second time. If the user sends this second sampling and Insight's attempts to process the second sample are unsuccessful, Insight will no longer be able to send additional sample collection kits and the maximum has been done to analyze the samples. This means that the effort obligation to deliver further results from Insight is expired.

You must not change your behavior based on this information alone.

Be sure to discuss your genetic information with a doctor or other healthcare provider before you act on the basis of the genetic information provided. For the most common variants, the genes that we assign are responsible for a small part of the risk. There may be unknown genes, environmental factors, or lifestyle choices that are much more important predictors. If your data indicates that you are not at an increased genetic risk for a certain disorder, disease or condition, you should not feel that you are protected. The opposite is also true; if your data indicate that you are at an increased genetic risk for a certain disease or condition, this does not necessarily mean that you will definitely develop the disease or condition. In both cases, you should contact your doctor or other healthcare provider if you are worried or have any questions about what you have found out through Insight. Note that genetic risk assessment does not apply to the results of screening tests for carriers.

Genetic testing is not complete.

Although we measure many data points from your DNA, only a small percentage of them are known to be related to human characteristics or health conditions. The research community quickly learns more about genetics and an important mission of Insight Pharma Services BV is to conduct and contribute to this research. In addition, many ethnic groups are not included in genetic studies. Because interpretations in our service depend on these published studies, some interpretations may not apply to you. Future scientific research can change the interpretation of your DNA. In the future, the scientific community can show that previous research has proven incomplete or incorrect.

Genetic information that you share with others can be used against your interests.

Care must be taken when sharing genetic information with others. Very few companies or insurance companies currently request genetic information, but this may change in the future. Although discrimination is prohibited by law, protection against discrimination by employers and health insurers for genetic issues in employment and coverage has not been clearly established. Moreover, it does not cover suppliers of life insurance, long-term care or disability insurance. You can consult a lawyer to understand the scope of legal protection based on your genetic information before you decide to disclose it to others.

In addition, be aware of the fact that genetic information that you want to share with your doctor or other healthcare provider may become part of your medical file and may become accessible to healthcare providers and / or insurance companies in the future. Genetic information that you share with family, friends or employers can be used against your interests. Even if you share genetic information that has little or no significance today, that information might become more meaningful in the future as new discoveries are made.

Insight Services are intended solely for research, information and education. We do not provide medical advice.

Due to the current state of genetic knowledge and understanding, our Services are intended for research, informational and educational purposes only. The Services are not intended to be used by the customer for diagnostic purposes and are not a substitute for professional medical advice. You should always seek the advice of your doctor or other healthcare provider with questions you

may have about the diagnosis, cure, treatment, limitation or prevention of a disease or other medical condition or disorder or the status of your health.

Insight Pharma Services BV never endorses or guarantees the effectiveness of adjustments made on the basis of genetic information. If we give you recommendations on our website that might work for you, based on your genetic and self-reporting information and other potentially useful information, this information is intended for informational purposes only and for consultation with your doctor or other healthcare provider.

As explained on our website, Insight Pharma Services BV believes that

- (a) genetics is only part of the perception of a person's individual health,
- (b) the state of understanding genetic information is evolving rapidly and at some point we only understand part of the picture of the role of genetics, and
- (c) only a trained physician or other health care professional can assess your current health condition or illness, taking into account many factors, including in some cases your genetics as well as your current symptoms, if any. Relying on information provided by Insight Pharma Services BV, employees of Insight Pharma Services BV, others that appear on our website at the invitation of Insight Pharma Services BV or other visitors to our website are solely at your own risk.

6. Statement of agreement

By gaining access to Insight's products and services you agree to:

1. You understand that the information you learn from Insight Pharma Services BV is not designed to independently diagnose, prevent, or treat a condition or disease, or to determine the state of your health in the absence of medical and clinical information. You understand that the services of Insight Pharma Services BV are only intended for research, informational and educational purposes and that information from Insight Pharma Services BV may indicate a diagnosis or a possible treatment, it must always be confirmed and supplemented with additional medical and clinical testing and information. You acknowledge that Insight Pharma Services BV encourages you to seek the advice of your doctor or other healthcare provider if you have questions or comments that arise from your genetic information.
2. You authorize Insight Pharma Services BV, its contractors, successors and authorized representatives to perform genotyping services on the DNA extracted from your cheek mucosa / saliva sample and you specifically ask Insight Pharma Services BV to publish the results of the analysis on your DNA in your account.
3. You declare that you are eighteen (18) years of age if you provide a sample or consult your genetic information.
4. You guarantee that each sample that you provide is your cheek mucosa or saliva sample; if you agree to these Terms of Service on behalf of a person for whom you have a legal authorization, you confirm that the sample delivered is that person's sample.
5. You agree that any saliva sample that you provide and all resulting data can be transferred and / or processed outside the country where you live.
6. You guarantee that you are not an insurance company or employer trying to obtain information about an insured person or an employee.
7. You are aware that some of the information you receive can lead to strong emotions.
8. You take responsibility for all possible consequences that result from sharing access to your genetic information and your self-reporting information.

9. You realize that the processing of the DNA material can lead to small errors in the laboratory, in process data or misinterpreted or incorrect data. As this possibility is known in advance, users are not entitled to a refund if these errors occur.

10. You understand that all your personal information will be stored in the databases of Insight Pharma Services BV and will be processed in accordance with the Privacy Statement of Insight Pharma Services BV.

11. Waiver of ownership rights: you understand that by providing a sample, having your genetic information processed, gaining access to your genetic information or providing self-reported information, you do not acquire any rights in research or commercial products that may be developed by Insight Pharma Services BV or its collaborating partners. In particular, you understand that you will not receive a reimbursement if you give permission for participation in anonymous research in the future.

You agree that according to the laws of the country where you live, you have the authority to provide these statements. In the event of a violation of any of these statements, Insight Pharma Services BV has the right to suspend or terminate your account and to refuse current or future use of the Services (or any part thereof) and to defend and safeguard Insight Pharma Services (including affiliated companies) against any liability, costs or damage resulting from the violation.

7. Use of accounts, password and security obligations

With regard to your use of the Services, you agree:

(a) provide truthful, accurate, current and complete Registration Information about yourself at the request of the Service; and

(b) maintain and update the registration data quickly to ensure that it is true, accurate, current and complete. If you provide Registration Data that is untrue, inaccurate, out-of-date or incomplete, or if Insight Pharma Services BV has reasonable grounds to suspect that such information is untrue, inaccurate, out-of-date or incomplete, Insight Pharma Services BV has the right to suspend or terminate your account and refuse all current or future use of the Service (or any part thereof).

When purchasing one of our Services, you create a password and an account. You are responsible for maintaining the confidentiality of the password and account and you are fully responsible for all activities that occur under your password or account. If you give third parties access to the Insight Pharma Services BV website via your username and password, you indemnify Insight Pharma Services BV and its affiliated companies against all liability, costs or damage, including attorney's fees, arising from claims based on or in connection with such access and use. You agree to (a) immediately notify Insight Pharma Services BV of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you close your account at the end of each session leave. Insight Pharma Services BV cannot and will not be liable for any loss or damage resulting from your non-compliance with these obligations.

8. Privacy statement and disclosure of information

To use our Services, you must first acknowledge and accept the Privacy Statement. You may not use the Services if you do not accept the Privacy Statement. You can acknowledge and agree to the Privacy Statement by clicking (1) to accept or agree to the Privacy Statement, when Insight Pharma Services BV makes this option available to you for a Service; or by (2) actually using the Services.

You acknowledge and agree that Insight Pharma Services BV has the right to monitor any use of its systems by its personnel at any time and to retain copies that document such monitoring. Our Privacy Statement describes the expectations of privacy that an individual should have with regard to the use of Insight Pharma Services BV Services, websites or other systems.

If you consent to Insight, at a later stage, to use your genetic information and self-reported information in the context of additional research, we may include your information as (anonymous!) aggregated genetic information and self-reported information in a way that we can analyze with (research) partners. Such research will always aim to increase the available knowledge and results will - if possible - be fed back to participants and other users of our websites. Insight research can focus on a specific group or population, identify potential areas or goals for the development, implementation or support of drug development, diagnostics or tools for diagnosing, predicting or treating medical or other health issues, working with public, private and / or non-profit organizations in the field of genetic, pharmaceutical and / or medical research, or else create, commercialize and apply this new knowledge to improve healthcare. Insight will never release your genetic information and / or self-reported information at an individual level without requesting and receiving your express consent, unless required by law. Finally, Insight Pharma Services BV may, at its sole discretion, limit access to the website for any reason.

Consult our Privacy statement to read more about data protection.

9. Limited license

You acknowledge that all User Content, publicly posted or sent privately, is the sole responsibility of the person from whom this User Content originates. This means that you, and not Insight Pharma Services BV, are fully responsible for all User Content that you upload, post, email or otherwise send through the Service.

You acknowledge that the content of the services offered to you as part of the Services, whether or not the content originates from Insight Pharma Services BV or other parties, is protected by copyright and / or other intellectual property rights owned by Insight Pharma Services BV and / or the parties that provide that content to Insight Pharma Services BV (or by other persons or companies on their behalf). Insight Pharma Services BV grants you a limited license for free copying and distribution for personal use, for non-commercial purposes, of all content of the Services that relates to you. The "Medication Combination Check" and all other content that does not relate to you personally are expressly excluded from this limited license and may not be copied or otherwise made public without the express written permission of Insight.

You may use the limited license, as discussed above, provided that you:

- (i) display the content of the services as offered on the Insight website without changes including but not limited to offering selections that could lead to a misrepresentation of the content of the Services;
- (ii) include the following attributes on each page of all materials that you distribute: © Insight Pharma Services BV 2008-2023. All rights reserved; distributed on the basis of a limited license from Insight Pharma Services BV;
- (iii) agree that you do not have the right to give anyone else any further rights regarding the content of our Services. Apart from the limited license in this section, you may not modify, rent, lease,

borrow, sell, distribute or create derivative works based on this content of the Services (in whole or in part) unless you are specifically told that you may do so through Insight Pharma Services BV, in a separate agreement.

10. Unlawful and prohibited use

As a condition for your use of the Services, you guarantee Insight Pharma Services BV that you will not use the Services for purposes that are unlawful or prohibited by these terms, conditions, or notices. You may not use the Services in a manner that may damage, disable, overburden or otherwise damage the Services, or interfere with the use and enjoyment of the Services by another party. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Services. The Services are designed for use in the country of the website on which you purchased the test. You further agree not to use the Services to:

- (1) upload, post, e-mail or otherwise send material that is humiliating, defamatory, obscene or offensive, or something that can reasonably be considered as harassment or discriminatory based on race, color, nationality, gender, sexual orientation, age, disability, religious or political beliefs or other legally protected status;
- (2) impersonate a person or entity, including, but not limited to, someone associated with Insight Pharma Services BV, or falsely or otherwise misrepresenting your affiliation with a person or entity;
- (3) add your own headers, falsify headers or otherwise manipulate IDs to hide the origin of content sent through the Service;
- (4) "stalk" or otherwise harass another;
- (5) upload, post, e-mail or otherwise upload content that you may not send under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under confidentiality agreements) to send;
- (6) use any information received through the Services to attempt to identify other customers, contact other customers (other than through functions for contacting other users as offered under the Services);
- (7) download any file that has been posted by another user of the Service that you know or should reasonably know that it cannot legally be distributed in such a way;
- (8) upload, post, e-mail or otherwise send content that infringes on patents, trademarks, trade secrets, copyrights or other property rights ("Rights") of Insight Pharma Services BV or any other party;

- (9) harm minors in any way;
- (10) advertise or offer to sell or buy goods or services for business purposes, unless such an area specifically allows such messages;
- (11) upload, post, e-mail or otherwise send unsolicited or unauthorized advertisements, promotional material, "junk e-mail", "spam", "chain letters", "pyramid schemes" or any other form of request;
- (12) upload, post, e-mail or otherwise transmit material that contains software viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of computer software or hardware or telecommunications equipment;
- (13) make use of manual or automated software, devices, script robots, other means or processes for accessing, "scrape", "crawling" or "spinning" web pages or other services located on the sites, unless expressly stated is permitted by Insight Pharma Services BV;
- (14) engage in "framing", "mirroring" or otherwise simulating the appearance or function of the Insight Pharma Services BV website;
- (15) make attempts to ignore a security component of the web services of Insight Pharma Services BV;
- (16) disrupt or interrupt the Service or servers or networks connected to the Service, or ignore the requirements, procedures, policies or regulations of networks connected to the Service;
- (17) act contrary to these Terms of Service, any code of conduct or other guidelines that may apply to a particular part of the Service or that have been communicated to you by someone affiliated with Insight Pharma Services BV;
- (18) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulation that has legal force.

You acknowledge and agree that you are solely responsible for (and that Insight Pharma Services BV has no responsibility to you or a third party for) any violation of your obligations under the terms of service and for the consequences (including loss or damage that Insight Pharma Services BV may suffer) from such a violation. In the event of a breach of any of these agreements, Insight Pharma Services BV has the right to suspend or terminate your account and to refuse all current or future use of the Services (or any part thereof) and you must defend Insight Pharma Services and indemnify (including its affiliated companies) against any liability, costs or damage resulting from this violation.

11. User-generated content

Parts of the Insight Pharma Services BV websites display user-generated content. You understand that by using the Services you may be exposed to content that is indecent or offensive. Under no circumstances will Insight Pharma Services BV be liable in any way for this type of content, including, but not limited to, errors or omissions in such content or for loss or damage of any kind incurred as a result of the use of such content is posted, mailed or otherwise obtained through the Services.

You acknowledge that Insight Pharma Services BV and its representatives have the right (but not the obligation) to screen, review, filter, modify, refuse or relocate any content available through the Services in advance. Without limiting the foregoing, Insight Pharma Services BV and its employees have the right to remove content that is in violation of the terms of service or that is deemed by Insight to be objectionable in any other way. You acknowledge and agree that you must evaluate and bear all risks associated with the use of content, including reliance on the accuracy, completeness or usability of such content.

12. Intellectual property

User Content.

Unless otherwise stated, all Content is the property of Insight and / or its affiliated companies or licensors. All intellectual property rights, including but not limited to copyright, trademark and database rights, on the Content rest exclusively with Insight or its licensors. The Content may only be used for informal, personal and personal use. You are not permitted to reproduce (parts of) the Content, make it public, resend, redistribute, modify, supplement, sell, publish, broadcast or broadcast.

All data or material / information, including but not limited to suggestions, visions, comments, ideas and comments that you send to Insight, will be disclosed by Insight as public and non-confidential and Insight is entitled to make unlimited use of it for all possible commercial or non-commercial purposes without owing any compensation to the provider.

You understand that Insight Pharma Services BV, when performing the required technical steps to deliver the Services to our users,

- (a) can transmit or distribute your User Content over different public networks and in different media; and
- (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media.

Genetic and / or self-reporting information.

Publication of Genetic and / or self-reported Information at an individual, anonymous level to third parties will not take place without explicit permission, unless required by law. Please note that Insight Pharma Services BV cannot offer protection for your genetic and / or self-reporting information that you decide to share publicly on the Insight website. You acknowledge and agree that you are responsible for protecting and enforcing those rights and that Insight Pharma Services BV is not obliged to do this for you.

Your cheek mucosa sample, once submitted to and analyzed by us, is irreversibly processed and cannot be returned to you. See our website for more information about sample processing. All genetic information derived from your saliva remains your information, subject to the rights we retain as set out in these terms of service. You understand that you should not expect a financial benefit from Insight Pharma Services BV as a result of processing your genetic information; made available to you; or as provided in our Privacy Statement and Terms of Service.

13. Disclaimer

You agree to defend and indemnify Insight Pharma Services BV and its subsidiaries, affiliates, partners, employees, successors and agents against any claim or claim, including reasonable attorneys' fees made by a third party as a result of or arising from User content that you send, post or send via the Service; your use of the Service; your connection to the Service; your violation of the terms of service; or your violation of the rights of another.

If you have submitted a saliva sample or otherwise provided your own genetic information, you defend and indemnify Insight Pharma Services BV, its employees and partners and you disclaim any liability arising from the use or disclosure of any information obtained from genotyping of your saliva sample and / or analysis of your genetic information, or which is disclosed to you in accordance with our privacy statement. In addition, if you choose to provide your genetic and / or data from the self-report to third parties - whether it is individuals to whom you grant access, intentionally or unintentionally, or to third parties for diagnostic or other purposes - you agree to defend and safeguard Insight Pharma Services BV, its employees, partners and rights holders from any and all liability arising from this disclosure or use of your genetic and / or self-reported information.

14. Amendments

Insight Pharma Services BV reserves the right to change or terminate the Services (or any part thereof) at any time and from time to time with or without notice, temporarily or permanently. You acknowledge and agree that (i) changes may result in a delay in the processing of certain functions or Services of Insight Pharma Services BV and (ii) Insight Pharma Services BV is not liable to you or a third party for any change, suspension or termination of the Services.

The reporting module that you use can automatically process updates from Insight Pharma Services BV from time to time. These updates are intended to improve and further develop the Services and may take the form of bug fixes, improved functions, new modules and completely new versions.

You acknowledge that Insight Pharma Services BV may in the future offer various or additional technologies or functions for collecting and / or interpreting genetic information and that your first purchase of the Service does not entitle you to other or additional technologies or functions for collection or interpretation of your genetic information without reimbursement, and that you have to pay additional costs to get your genetic information collected, processed and / or interpreted using future or additional technologies or functions.

15. Complaints

If you have a complaint with regard to the work performed and / or services provided, you must inform Insight in writing, within an expiration period of 14 days after the purchase date of the DNA test or 7 days after the occurrence of the complaint, failing which the work performed and / or the services provided are deemed to have been approved by the customer.

In the event of valid complaints, Insight has the choice between adjusting the amount charged, correcting it free of charge, re-providing the rejected services and / or completely or partially not performing the assignment (anymore).

The total liability of Insight is in any case limited to compensation for direct damage suffered by the client up to a maximum of the purchase price. Insight has the right at all times, without obligation, if and as far as possible, to undo the damage of the customer.

16. Termination

The terms of service remain applicable until they are terminated by you or Insight Pharma Services BV as described here.

If you wish to terminate your legal agreement with Insight Pharma Services BV, you can notify Insight Pharma Services BV of this at any time in writing.

You have the right to cancel the order of the DNA test up to 14 days after receipt without giving a reason, provided that the contents of the kit are in original, unused condition (and packaging). When using the cotton swabs or tube code stickers, the order of the kit is final and can no longer be returned. If you use the right of withdrawal, you have another 14 days after cancellation to return the DNA collection kit. You will then be credited with the full order amount including shipping. Only the costs for returning the kit to Insight are for your own account. These costs amount to approximately € 6.95 per package, consult the website of your carrier for the exact rates.

To exercise this right, you must contact Insight and express your wish for cancellation in a written, unambiguous manner. The due order amount will be refunded within 14 days after receiving the return, provided the product has been received in good order.

If you do not wish to make further use of the Insight Services, you can close your accounts for all the Services that you use. If you notify us online or via e-mail, Insight Pharma Services BV will send you an e-mail asking you to confirm your request. Your report will take effect after receiving a second e-mail confirmation from you.

Insight Pharma Services BV can terminate its legal agreement with you (and your password and account (s)) at any time if:

- (1) you have violated a provision of the terms of service (or have acted in a manner that demonstrates that you do not intend or are unable to comply with the terms of the terms of service);
- (2) Insight Pharma Services BV is legally required to do so (for example, when providing the Services to you is or becomes illegal);

(3) the partner with whom Insight Pharma Services BV has offered the Services to you, has terminated its relationship with Insight Pharma Services BV or has ceased to offer the Services to you;

(4) Insight Pharma Services BV can no longer offer the Services to users in the country or state in which you live or from which you use the Services; or

(5) the delivery of the Services to you by Insight Pharma Services BV is no longer commercially feasible.

Any suspected fraudulent, abusive or illegal activity that could result in your use of the Services being terminated may be referred to the appropriate law enforcement authorities. You acknowledge and agree that Insight Pharma Services BV is not liable to you or a third party for terminating your access to the Services.

17. Force majeure

Insight is not obliged to fulfill any obligation if Insight is prevented from doing so due to force majeure.

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard by law and case law, all external causes, foreseen or unforeseen, over which the parties cannot influence, but as a result of which a party is not reasonably able to fulfill its obligations.

If a force majeure situation has lasted longer than thirty days, the parties have the right to terminate the agreement by written dissolution. What has already been performed under the agreement will then be settled proportionally.

18. Statement of agreement

You explicitly acknowledge and agree that:

(1) your use of the services is at your own risk. The services are provided on the basis of "the current state" and "as available".

(2) Insight Pharma Services BV gives no guarantee that

(a) the services meet your requirements / expectations;

(b) the services are continuously available, safe or error-free;

(c) the results that can be obtained from the use of the services are accurate or reliable.

(3) all material downloaded or otherwise obtained through the use of the Services is done at your own risk. Within the limits allowed by applicable law, you expressly agree that Insight Pharma Services BV bears no liability for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to compensation, goodwill, use, data or other intangible losses (even if Insight Pharma Services BV has been informed of the possibility of such damage).

(4) the Services do not provide advice, guarantees or information, verbally or in writing, other than those specified in the terms of service.

(5) you must always be careful with personally identifying information about yourself or about whom you have a legal authority.

19. Changes to the terms of service

Insight Pharma Services BV may make changes to the terms of service from time to time. Once these changes have been made, Insight Pharma Services BV will make a new copy of the terms of service available on its website.

You acknowledge and agree that if you use the Services after the date on which terms of service have been changed, Insight Pharma Services BV will treat your use as acceptance of the updated terms of service.

20. Summary

1. Complete agreement.

The TERMS OF SERVICE constitute the entire agreement between you and Insight Pharma Services BV and govern your use of the Services and replace all previous agreements between you and Insight Pharma Services BV on this subject. You may also be subject to additional terms and conditions that may apply when you use affiliate services.

2. Applicable law and arbitration.

With the exception of any disputes regarding intellectual property rights, obligations or any infringement claims, disputes with Insight Pharma Services BV arising from or related to the Agreement ("Disputes") will be governed by Dutch law, regardless of your country of origin or where you visit Insight Pharma Services BV.

3. Waiver.

The failure of Insight Pharma Services BV to exercise or enforce any right or provision of the terms of service does not constitute a waiver of this right or provision. If a provision of the terms of service is found to be invalid by a competent court, the parties agree that the court must strive to implement the intentions of the parties in the provision and the other provisions of the terms of service remain fully unaffected power and effect.

4. Term for action.

You agree that regardless of any law or legislation that states otherwise, any claim or cause of any action arising out of or related to the use of the Services or the terms of service must be submitted within two (2) weeks of delivery of the results.

5. Severability clause.

If part of these terms of service proves to be unenforceable, the remaining part remains fully in force.

6. Amendments.

We reserve the right to change, supplement or replace the terms of the Agreement with effect from publication on the Insight websites or to inform you otherwise. If you do not want to agree to changes to the Agreement, you can cancel the Agreement at any time per Article 15 (Termination).

7. Transfer.

You may not assign or delegate any rights or obligations under the Agreement.

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