

# Terms and Conditions for the Delivery and Return of Off-Site DNA Tests

1. **DEFINITIONS OF TERMS**
- 1.1. Provider refers to SIA GenEra.
- 1.2. Client refers to a natural individual or legal entity

who orders a DNA testing service from the Provider.

1.3. Person to be tested or person tested refers to a person who owns the biological samples sent, who is a subject of DNA testing, who will receive the test results and/or who receives the service offered by the Provider.

1.4. Sampler refers to a person who takes the biological sample.

1.5. Service refers to one or more DNA testing services offered by the Provider and aimed at determining the status of a particular genetic variation in the genome of the person tested.

1.6. Testing Report refers to a collection of information (the technical result of the testing) in written form that indicates the status of the genetic variation tested in the genome of the persons tested. The Testing Report may contain recommendations for further actions, but should not be considered as the sole basis for further decisions.

1.7. Order refers to an application for receiving the Service, as submitted to the Provider by the Client (i.e. a Kit Request) via the Provider's online shop, in person, via phone, electronically or otherwise, in accordance with these Terms and Conditions.

1.8. Price refers to the price set by the Provider, in the current price list for the Services offered by the Provider.

1.9. Kit refers to an off-site sampling kit delivered/issued to the Client. The standard Kit contains all the necessary materials for taking a sample (buccal swab), instructions for taking the sample, a Testing Request Form, a paper copy of these Terms and Conditions and one free return envelope.

1.10. Contract for the purposes of these Terms and Conditions, refers to an off-site Testing Request submitted by the Client, with the corresponding Services having been paid for in full and whereby the Client has accepted of these Terms and Conditions in full at any stage of the Service Request (including but not limited to by checking the box for accepting these Terms and Conditions in the online shop or signing the Testing Request Form).

1.11. Testing Request refers to a correctly filled-in Testing Request Form or other explicit request by the Client to the Provider to perform the Service, and the respective provision of the Provider with the information necessary to perform the Service.

1.12. NHS refers to the National Health Service.

## 2. APPLICATION AND SCOPE

2.1. These Terms and Conditions do not affect the Client's legal rights as a client and apply only to the specific Order and the performance of the Services.

2.2. Any terms and conditions other than these are not be deemed to be incorporated in or made a part of these Terms and Conditions unless separately agreed on in writing by the Client and the person authorised by the Provider.

2.3. If any clause of these Terms and Conditions is held to be unjustified, invalid or otherwise unenforceable in any litigation, arbitration or similar proceeding, the remaining clauses of these Terms and Conditions remain unaffected and their enforceability is not affected.

2.4. These Terms and Conditions are subject to change over time, so please check these Terms and Conditions every time you place an Order for the Services as they may have changed.

2.5. All contracts of the Client involving more than one person or party are joint and several.

2.6. The Provider is not deemed to have received a complete request for the performance of the Services until the Client pays for the Services selected in full.

2.7. Payment by the Client (except for services paid for by the NHS) is considered conclusive evidence of the Client's agreeing to the performance of the Service in accordance with these Terms and Conditions.

2.8. In the case of the Services paid by the NHS, the sending or delivery of the Samples and a correctly filled-in referral form to the Provider's laboratory is considered conclusive evidence of the Client's agreeing to the performance of the Service in accordance with these Terms and Conditions.

## 3. DESCRIPTION OF THE SERVICE AND ETHICAL ASPECTS

3.1. The purpose of the Provider's Services is to provide the genetic information of an individual pertaining to genetic diseases or corresponding risks, genetic characteristics, kinship between individuals or other parameters, depending on the Service selected. Details concerning what each Service is intended for, and which Service to choose are available on the Provider's website at [www.genera.lv](http://www.genera.lv).

3.2. Any genetic risks or probabilities that the Client receives in their Testing Report are for information and knowledge only and are not a substitute for a consultation or services by a medical specialist.

3.3. In the case of Services of medical nature, given the complexity of these Services and their potential consequences, the Provider strongly recommends that the Client obtain the necessary professional advice (consultation with a physician or medical geneticist) prior to undergoing the Service and after receiving their Testing Report.

3.4. The information obtained during the performance of the Service is permanent and the results can be completely unpredictable or unexpected. The Client understands that the results of the Service may have a significant impact on, or even potentially change, the Client's life views.

3.5. While the results of the Service can in many cases help reduce health risks, optimise health, find appropriate preventive measures to slow down the progression of a disease etc., some things cannot be changed, and the result of the Service may be that the Client cannot do anything to change things.

3.6. The results of certain Services are only estimates: a low genetic risk result does not mean that the disease or trait will never develop in the person tested, while a high genetic risk result does not mean that the disease or trait will definitely develop in the person tested. The Client should direct any questions regarding Service results to a physician, medical geneticist or anyone else qualified to interpret the results of the Service performed.

3.7. The results of the Service are based on the personal genetic information of the person tested, but external environmental factors can also influence the health status of the person tested and the manifestation of the trait tested.

## 4. USE OF BIOLOGICAL SAMPLES

4.1. Any residual samples of the person tested remaining after the provision of the Service may be subjected to research in an anonymised form and stored indefinitely (for a minimum storage period of 3 years).

4.2. No compensation or funds will be awarded to the Client or the person tested in respect to any inventions resulting from any research and development using the samples provided to the Provider.

4.3. The Client or the person tested may withdraw their consent to such processing of their samples submitted to the Provider by submitting a written application.

4.4. Refusal to agree to the above studies does not affect the results of the Services selected by the Client.

## 5. SERVICE PROCEDURE AND PERFORMANCE TIME

5.1. The Provider must, to the extent practicable and available, perform the Service in accordance with the requirements of ISO15189:2013.

5.2. Having received the samples and the Testing Request at the Provider's laboratory, the Provider registers the Service Request or Testing Request in its information system.

5.3. The Provider must, within one business day after registering the Testing Request, send a text message containing a password for opening the Testing Report to the telephone number specified in the Testing Request, unless otherwise specified. Do not lose this text message.

5.4. If the Client wishes to receive the Testing Report in another form, the Client must notify the Provider of this choice at the time of submitting the Testing Request (by indicating the relevant information in the comments within the form or otherwise at the time of processing the Service Request).

5.5. The Provider must perform the Service in accordance with the deadlines set for each Service (see the Provider's website).

5.6. The period for the performance of the Service specified by the Provider starts on the date when the Provider has received all the required samples, a correct Testing Request and a full payment for the Services selected (except in the case of the Services being paid for by the NHS). In a typical situation (but not necessarily), this is the date on which the Client receives a text message with the password to open the Testing Report from the Provider.

5.7. Testing Reports are sent only to the e-mail addresses specified in the Testing Request, in an encrypted PDF format. The sending of the Testing Report is considered evidence of the full performance of the Service by the Provider and the date of sending the Testing Report is considered the date of full performance of the Service.

5.8. If the Client chooses to receive the Testing Report in paper form, it is made available to the Client at the Provider's laboratory for six months after the Provider informs the Client that the Testing Report is prepared, and the Client may retrieve the Testing Report by visiting the Provider's laboratory in person and producing a personal identification document. Once this period expires, an additional administration fee is charged for issuing the paper Testing Report, in accordance with the Provider's current price list.

5.9. The Provider's goal is to provide high quality Services at all times. If the Client is dissatisfied with a Service received, the Client must submit a written complaint to the Provider. The Provider undertakes to promptly handle all complaints and to explain its position to the Client. The Provider will do its best to resolve any complaints or concerns, but any decision made by its management is final.

## 6. SERVICE RESTRICTIONS

6.1. The Services provided by the Provider are based on detecting specific DNA alterations or whether certain DNA regions are present. The testing does not exclude the presence of other factors not included in the tests and/or other (rare) genetic variations in the genome of the person tested that may affect the phenotype of the individual. Likewise, genomic DNA changes that are tested for may be detected but may not manifest as expected due to other (untested) DNA changes, so in very rare cases the Service result may be incomplete.

6.2. The Testing Report only provides answers to questions pertaining to the presence and the status of the DNA changes included in the Service in the genome of the person tested. Accidental findings are not reported in the Testing Report. In certain cases where the Provider encounters accidental findings, it may inform the relevant medical professionals if any such professionals are specified in the Testing Request.

6.3. There is a risk of failure of the Service: too little genetic material in the sample obtained from the individual, contamination of the sample with genetic material from another person, or incorrect collection, storage and transportation of the sample to the Provider's laboratory. The Client is responsible for the consequences of this risk.

6.4. In very rare cases, there is a risk of failure of the Service due to the individual genetic characteristics of the person tested, which is beyond the control of the Provider. In such cases, the Provider is responsible for the consequences of this risk.

6.5. There may be a risk of delay in the performance of the Service due to the need to repeat the laboratory testing of a sample due to its poor quality or other technical reasons. In such cases, the Client will be informed before the deadline for performing the Service expires.

6.6. The Provider does not guarantee a conclusive (99.999%) result for the Service to determine kinship (other than paternity or maternity). The result of the Service to determine kinship cannot be predicted until the Service is completed. The Provider **does not refund the Service to determine kinship** if the results are inconclusive and insufficient to draw further conclusions.

## 7. DUTIES AND LIABILITIES OF THE PROVIDER

7.1. The Provider is entitled to disclose the Testing Report and information concerning the performance of the Service only to the Client and/or other persons specified in the Testing Request.

7.2. In certain cases, if it is possible to prove the identity of these persons, the Provider also reserves the right to issue the Testing Report to and/or to discuss information pertaining to it with: a) all persons tested, b) the mother or other person who is the official guardian of a minor, even if these persons are not identified in the Testing Request as the persons to receive the Testing Report.

7.3. The Provider is not liable for any damage incurred by the Client or any other person in connection with the communication of the results of the Service to the person named in the Testing Request or other authorised persons, unless the Provider has acted negligently.

7.4. The Provider is not liable for any delay in the performance of the Services if the delay is due to causes beyond its reasonable control, i.e. due to force majeure, including but not limited to flood, drought, storm, war, industrial action, strike, national or global emergency, equipment, system or network access failure, fire, explosion, terrorism, sabotage or other events beyond the control of the Provider.

7.5. The Provider reserves the right to refuse to perform the Services if: it has reasonable grounds to believe that the samples have been or will be obtained illegally; it suspects that the results of the Service will be used for illegal, improper or unethical purposes; there is a conflict of interest with an existing Client; the quality of the Provider's Services may otherwise be compromised; or it has other reasonable grounds.

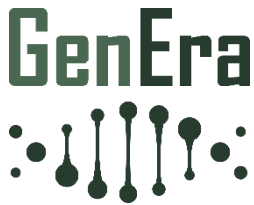
7.6. The Provider is not liable to the Client for any additional damage directly or indirectly caused to the Client as a result of any delay or failure in the performance of the Service.

## 8. DUTIES AND LIABILITIES OF THE CLIENT

8.1. In order to receive the Service, the Client must enter into a Contract with the Provider.

8.2. By entering into the Contract with the Provider, the Client simultaneously accepts the limitations of the results of the Service provided by the Provider and confirms that they have read and understood all the information about the Service provided by the Provider and agrees to these Terms and Conditions.

8.3. The Client must ensure that the persons to be tested provide the Provider with true, correct and legible information (Testing Request) and that samples are properly taken, stored and transported according to the instructions provided by the Provider. Otherwise, the performance of the Service may be delayed or inaccuracies may occur which may affect the interpretation of the results of the Service. In such circumstances, the Provider is not liable for any such delay or inaccuracy and **is not required to refund the Services**.



8.4. On request, the Provider undertakes to provide the Client with as detailed information about its Services as possible and a complete understanding of what the results do and do not show. The Provider may recommend that legal or other advice be taken before ordering the Service, if necessary, but the Client must make their own decision as to whether or not the Service offered by the Provider is suitable for any particular purpose of the Client.

8.5. The Client is responsible for obtaining any legal advice necessary to ensure that they have the right to keep and obtain the samples (if other than the Client's own samples) provided to the Provider for the performance of the Service.

8.6. The Client undertakes to indemnify the Provider for all claims, expenses and damage incurred by the Provider as a result of the Client providing samples not lawfully obtained to the Provider.

8.7. The Client is responsible for the accuracy of all information provided to the Provider and for ensuring that any credit/debit card used to pay for the Service belongs to the Client.

8.8. The Client is responsible for ensuring that they have the right to provide the Provider with all the information and data (other than the Client's own data) necessary for the performance of the Service. The Client must indemnify the Provider against any claims pertaining information or data breaches, violation of confidentiality, or non-compliance with data protection laws in respect of data submitted by third parties.

8.9. The Client must ensure that their representative (where applicable) is aware of the need for confidentiality and that they must not disclose the contents of the results of the Service to anyone other than those authorised by the persons to be tested.

## 9. DELIVERY OF KITS

9.1. When purchasing the Service in the Provider's online shop, requesting a Kit for NHS-paid genetic testing on the Provider's website, or otherwise informing the Provider in writing of the intention to receive an off-site Service (it is considered an application for the off-site performance of the Service), the Provider sends one free-of-charge Kit within 1-2 business days (within Latvia) to the correspondence address (residence address) specified in the respective application for each individual Order. All international Clients must pay their own shipping costs for the Kit. The Client must notify the Provider if the Kit is not received within a reasonable time expected from the relevant postal or courier service system.

9.2. The Kit can also be issued at the Provider's laboratory during its business hours. In such cases, the Provider must be notified at least one business day before the Client comes for the Kit to the laboratory, whereby the Client must specify the Service required and agree on a specific date and time when the Client will come to collect the Kit (contact details may be requested to enable contact if there are any questions). The Provider can be contacted by phone at +371 26267833 or via e-mail at info@genera.lv. When contacting the Provider, please take its business hours into account.

9.3. The Provider recommends that the samples be sent/returned to the Provider's laboratory as soon as possible to avoid unwanted environmental effects affecting the quality of the samples. Although the samples are stable, it is not advisable to keep them in direct sunlight, and it is preferable to prevent major growth of microscopic fungi and yeast on the sample (mould). For longer storage (more than 2 days), it is recommended to place the samples in a standard fridge or freezer without removing the samples from the packaging.

9.4. Each Kit provided by the Provider contains one free return envelope, which allows Clients located in Latvia to return their samples and filled-in testing request forms to the Provider free of charge. All international Clients must return the samples and filled-in testing request forms to the Provider as insured packages, at their own expense.

9.5. Within Latvia, the Kits are sent by ordinary post, while the samples and filled-in testing request forms must be returned to the Provider using prepaid registered post. The Provider is not liable for any delay or loss of items by the postal service. In a typical situation, it takes 1-3 business days to send and return the Kit to the Provider.

9.6. International Clients are advised to use international courier services that issue a tracking number for the parcel, and to make the parcel a priority so that it can be received on time. Delivery can take up to 4 weeks if the samples are sent by ordinary post. This can cause the samples to deteriorate. Please note that the Provider cannot accept Saturday and Sunday deliveries. As the value you declare in the customs declaration form, enter the value of the Kit, which is EUR 5.00, not the total price of the Order. This will make it easier to get your parcel through customs and no extra taxes will be charged. If your package incurs in any delivery charges (COD), representatives of the Provider will contact you to find a suitable solution.

9.7. If a defective (damaged packaging or sterile materials) Kit is delivered to the Client through no fault of the Client, the Provider delivers a new Kit to the Client at no additional charge. The Client must dispose of the damaged Kit by discarding it in a waste bin.

## 10. SERVICE FEE

10.1. The price of the Provider's Services is set in the Provider's updated price list. The Provider's current price list is available on the Provider's website or on request.

10.2. If you choose to request a Kit in the Provider's online shop, the payment for the selected Services become due in full at the time you submit the request (via the methods available in the online shop).

10.3. If the Client receives the Kit at the Provider's laboratory, an invoice for the Service selected will be sent to the e-mail address provided in the Testing Request Form within 1-2 business days following the receipt of the samples and the filled-in Testing Request Forms at the Provider's laboratory. The Client may pay the invoice in the manner they prefer, using the payment details specified in the invoice.

## 11. CANCELLATION OF SERVICE AND REFUNDS

11.1. The Provider does not perform the Services selected by the Client until the Provider receives full payment for the Services (unless the Services are paid by the NHS), as well as all samples required for the provision of the Service and a filled-in Testing Request Form.

11.2. **The Client must return the samples and filled-in Testing Request forms to the Provider within 90 calendar days after the Provider sends the Kit for performing the Service (the 'Validity Period'). If the Client fails to return the samples and filled-in Testing Request forms to the Provider within the Validity Period, the Service Request is cancelled and the Provider does not refund the Client any payment they have made in respect of the Order in question.**

11.3. If the Service is cancelled (at the Client's written request, specifying the bank account number to which the refund is to be effected) before the Provider issues (dispatches) the Kit to the Client, a full refund for the Order in question is made to the Client within the 10 business days following the receipt of the Client's request.

11.4. If the Service is cancelled (at the Client's written request, specifying the bank account number to which the refund is to be effected) after the Provider has issues (dispatches) the Kit to the Client but before the Client returns the samples and filled-in Testing Request forms to the Provider, a partial refund for the Order in question is made within the 10 business days following the receipt of

the Client's request. An administration fee of EUR 5.00 including VAT will be deducted from the Order amount for sending the Kit.

11.5. If the Service is cancelled (at the Client's written request) after the samples and filled-in Testing Request forms have been received at the Provider's laboratory, the performance of the Service is deemed to have commenced and the **Provider does not refund any payments** made by the Client as part of the Order in question. The performance of the Service continues.

11.6. If a risk of failure to perform the Service occurs (Section 6.4 of these T&C), the Provider first requests the Client to provide new samples for the performance of the Service. In this case, no additional fee is charged for sending a new Kit (within Latvia).

11.7. If a risk of failure to perform the Service occurs (Section 6.4 of these T&C), the Client refuses to submit the samples again (based on a written statement of the Client's refusal, specifying the bank account number to which the refund is to be made), a full refund of the Service price in question, if already paid by the Client, will be made within 10 business days following the receipt of the Client's refusal.

11.8. If a risk of failure to perform the Service occurs (Section 6.3 of these T&C), the Provider first asks the Client to provide new samples for the performance of the Service. In this case, a fee for reshipping the Kit within Latvia (EUR 5.00 including VAT) is charged.

11.9. If a risk of failure to perform the Service occurs (Section 6.3 of these T&C), the Client refuses to submit the samples again (based on a written statement of the Client's refusal), the Service is deemed to have been performed without a result and **the Provider does not refund any payments** made by the Client for the Service in question.

11.10. Although the Services performed by the Provider are highly accurate; however, as with any testing, errors and exceptions may occur. Accordingly, if the Client pursues a claim for damages arising out of any act committed by the Provider, whether negligent or otherwise, the liability of the Provider is limited to the cost paid for the Service by the Client, and the Client agrees to hold the Provider and its personnel harmless of all further claims. Accordingly, the Client notifies the Provider in writing of any errors or exceptions identified in the Testing Report within 30 days after receiving it. Any liability arising under this clause is limited to the cost of the Service in question.

## 12. MISCELLANEOUS

12.1. The collection and testing of all samples used for the off-site provision of the Service is a procedure safe for the Client and the persons to be tested.

12.2. In the case of non-standard samples (samples other than blood, buccal swabs or chewing gum), an additional fee is charged in addition to the standard fee according to the Provider's current price list. In such cases, contact the Provider prior to placing an Order regarding the possibility of performing the Service and the conditions for the collection, storage and transportation of non-standard samples.

12.3. The Provider retains the copyright for all texts, references, documentation and reports, etc. prepared by the Provider.

12.4. Due to the personalised nature of the Kit, which is tailored to each Client, the Service cannot and must not be resold.

## 13. DATA PROTECTION AND PRIVACY

13.1. In accordance with applicable data protection laws and the Contract between the Client and the Provider, the Provider will obtain, use, process and disclose the Client's personal data and information about the Client (including the person to be tested) only to continue to perform the Provider's duties in providing the Service and for other related purposes including updating the Client's records, statutory data analysis, crime prevention and compliance with laws and regulations.

13.2. The Client is entitled to a copy of the personal data which the Provider holds about the Client and may obtain such data free of charge, unless the request is considered excessive. In this case, an administrative fee is charged (depending on the amount of data requested).

13.3. The Provider may also disclose the Client's personal data to third parties for the purpose of the provision of the Service, whether or not they are directly or indirectly affiliated with the Provider. These data transfers may include, but are not limited to, other companies of the Provider's group, third-party agents, affiliated companies and testing laboratories. The Provider will not disclose the Client's personal data to any marketing campaigns or any third parties not associated with the performance of the Service. Data may only be transferred to authorised persons or agents, with regard to which the Provider has ascertained that they ensure a certain level of data protection. Please refrain from using the Services if you do not consent to the transfer of data to third parties in the circumstances set out in this section.

13.4. Due to the international activities of the Provider, the Provider may in certain cases, depending on the Service selected, transfer the Client's data to third parties to other countries (including outside the European Union) to enable the performance of the Service. In such cases, the Client will be informed separately about these actions.

13.5. The Provider is entitled to use all samples and data provided by the Client only in accordance with the consent provided by the Client, and to destroy any remaining samples and documentation related to the samples and the provision of the Service (whether in digital or paper form) in accordance with the Provider's standard operating procedures and statutory requirements. The Client may request the deletion of all data and results. The data are deleted within 30 days after such a request is made. The Client is informed of the reason if this request is not accepted.

13.6. The Client has the right to request information on how their data is processed at any time during and after the provision of the Service.

13.7. The Client has the right to withdraw their consent to the performance of the Service at any stage during the performance of the Service by notifying the Provider in writing. The Service fee is charged in accordance with these Terms and Conditions.

13.8. The Client must comply with the terms and conditions of the Provider's privacy policy, which can be found on the Provider's website.

## 14. JURISDICTION AND INFORMATION ABOUT THE CONTRACT

14.1. The Contract between the Provider and the Client, as discussed in these Terms and Conditions, are governed by the laws and regulations of the Republic of Latvia, and the Republic of Latvia has exclusive jurisdiction over any claim or dispute arising from the Contract.