

Terms and Conditions

DNA Diagnostics Centre Terms and Conditions

Please read these terms and conditions carefully. They contain important information about your rights and obligations.

1. Definitions

- a)** The “Company” or “we” shall mean DNA Diagnostics Centre, trading as in the United Kingdom.
- b)** “Conditions” means these conditions of sale.
- c)** The “Contract” shall mean any legally binding contract for the supply of the Services by the Company to you.
- d)** The “Kits” means sampling kits sent to you on receipt of your order
- e)** The “Request Form” shall mean the pro forma service order form relating to the Service and as provided by the Company via its website at www.dnacentre.co.uk
- f)** The “Service” shall mean human identity testing and without limitation related services including the results thereof.
- g)** The “Site” means www.dnacentre.co.uk
- h)** “You” shall mean the person ordering the Service subject to these terms and conditions.

2. Conditions of Sale

- a)** These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any purchase order confirmation or Request Form or similar document.
- b)** If you order the Service from the Site by filling in the registration form and clicking the “Submit” button, upon Company’s acceptance, you shall be legally bound to purchase the Service pursuant to these Conditions. If you execute a consent form to purchase any Services, upon Company’s acceptance, you also are legally bound to purchase the Service pursuant to these Conditions.
- c)** All sales made by the Company are made on these Conditions. No variation of these Conditions will be binding on the Company unless confirmed in writing by a director of the Company. The Company may from time to time alter these Conditions at its discretion. Any changes will be posted on the Site. Your use of the Site following any such change constitutes your agreement to follow and be bound by the terms as changed

d) You are responsible for deciding on the suitability of the Service offered for any particular purpose and for the consequences arising.

e) The subject matter of the Contract shall remain confidential and shall not be disclosed nor used for any unauthorised purpose. Subject to applicable laws, the existence of the Contract may be divulged by the Company in order to provide you the services, and for bona fide marketing purposes unless otherwise agreed with you in writing. Company may disclose the existence of the Contract and information provided by you hereunder to third party labs, affiliates, and other service providers. Except as set forth herein, the Company will not disclose to third parties other than as required by a court of law or other competent authority any proprietary data and other information concerning the samples to be processed or results obtained under the Service without the prior written consent of you.

f) Registration is required in order to use the Services. Some of the features of the Services may require you to log in. We reserve the right to either discontinue such registration process or use any other service at any time. We reserve the right to change this at any time, requiring you to re-register with our site through our registration process with our unique account. You are entirely responsible for maintaining the confidentiality of your password and account information. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account or any other breach of security. Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Company or another party due to someone else using your account or password. Only one user may use each user name. You may not use anyone else's account at any time, without the express permission of the account holder.

3. Prices, Payment, and Delivery

a) The charges payable by you to the Company for the Service are those set out in the current relevant price list(s) supplied by the Company to you as published on the Site or as quoted in writing by the Company to you.

b) The Company reserves the right to vary the prices for the Service between the date of the Contract and the performance of the Service in the event of and to the extent of any increase in the cost of labour or materials or any delay howsoever caused by any other variation in the costs to the Company of providing the Service. The Company shall notify you of any changes to the advertised price and you will have a right to proceed with or cancel the order within seven days of the notification.

c) The Company must receive payment of the whole of the price for the Service before your order can be accepted. Once payment has been received by the Company it will confirm that your order has been accepted by sending you a 'Transaction Summary' which will

include your case reference number, details of the Service and your cancellation rights. The Company's acceptance of your order brings into existence a legally binding contract between you and the Company. The Company reserves the right not to supply you with any goods or Services at its sole discretion. Company may, without prior notice, change the services; stop providing the service or features of the service, to you or to users generally; or create usage limits for the service. Upon termination for any reason or no reason, you continue to be bound by these Conditions.

d) You represent that all details you provide the Company for the purpose of purchasing the Service are correct, truthful, and complete, that the credit or debit card, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Service. We reserve the right to obtain validation of your credit or debit card details before providing you with the Service.

4. Cancellation/Termination & Charges Arising

a) You have three working days (excluding Saturday and Sunday and UK Bank Holidays) from the date on which the Company accepts your order pursuant to clause 3c), to cancel the Contract without cause or penalty, upon serving a written notice of cancellation upon the Company via email at uk_ddc@dnacenter.com.

b) If you cancel the Contract under this provision the purchase price will be returned to you as soon as practicably possible, and in any event within 30 days of the Company's receipt of your notice of cancellation and receipt by Company of your unopened and unused kit.

c) On cancellation for whatever reason you must return the Kits the Company has delivered to you in the pre-paid envelope provided within 7 days of cancellation. You must keep the Kit in your possession prior to its return to the Company and in good condition and unopened and unused. If the Kits are damaged when delivered to you, the Company will replace or exchange any such Kits; or refund you for the price paid. You must notify Company immediately if you receive any damaged Kits, and failure to do so will forfeit your right to receive a refund. For legal tests, a cancellation fee of £100 is due if kits have been despatched or samples have been collected. NO RETURNS WILL BE ACCEPTED, AND NO REFUNDS OR CREDITS WILL BE MADE IF: (A) YOU FAIL TO NOTIFY US AS SET FORTH HEREIN; OR (B) YOU (OR A THIRD PARTY) OPEN OR OTHERWISE USE THE KIT.

d) The Company reserves the right to cancel the Contract if the Services were listed at an incorrect price due to a typographical error.

e) Any dates quoted by the Company to you for the provision of the Services are approximate and do not have any contractual effect, and shall not be treated as being of the essence of the Contract.

f) The Company will not be liable to you for any loss or damage direct or indirect, caused or occasioned by any delay howsoever arising from the performance of the Service.

g) The Company shall be entitled to destroy all samples received from you or derived from these samples together with any associated results or other documentation after approximately four weeks (for non-chain of custody tests) and three months (for chain of custody tests) from the date of transmission. Notwithstanding, the Company may keep any information, data, or materials as long as necessary to fulfill its legitimate business purposes, to comply with applicable law, or to enforce its rights hereunder.

h) The sample DNA derived from the donor's sample or any data derived therefore will not be released to any third party other than in accordance with applicable laws.

i) The Company will use reasonable endeavours to ensure that the result of the analysis of biological samples provided to us by you is correct but subject to a margin of error of 0.01%. No further representation, warranty or undertaking is given or made in relation to the result of analysis.

j) The information contained in the analysis is solely for your own personal use.

k) In the unlikely event that the result of analysis is found to be in error, the Company shall perform a further analysis for you free of charge or return your payment as our sole obligation and your sole remedy.

You warrant that you are legally entitled to possession of the samples you have provided to the Company and no additional consents are required. IF YOU ARE SUBMITTING THIS ON BEHALF OF A MINOR YOU REPRESENT AND WARRANT THAT YOU ARE THE LEGAL GUARDIAN FOR THAT MINOR CHILD AND AUTHORIZED TO ENTER INTO THIS AGREEMENT ON THEIR BEHALF. You agree to indemnify, defend, and hold harmless the Company against all costs, claims, expenses and any loss or damage that the Company may suffer as a result of you providing the Company with samples which have not been legally obtained. The Company strongly advises that you should obtain independent legal advice about your legal entitlement to take or obtain samples of biological material from persons other than yourself. You warrant that you are not a person suffering from mental disorder (within the meaning of the Mental Health Act 1983) and are therefore incapable of understanding the nature and purpose of the test. The Company makes no representation that you are legally entitled to perform any particular act in order to obtain biological samples for analysis.

5. Warranty of Performance

a) The Company shall exercise all reasonable skill and care in the performance of the Service but does not represent, guarantee or warrant that any particular result (whether expressly specified by you or not) will be achieved or reproduced.

b) The Company shall not be liable for any failure in the performance of its obligation under the Contract caused by factors or circumstances outside of its control including but not

limited to any act of God, war, strike, lockout, industrial action, breakdown of systems or network access, flood, drought, storm or other event beyond the Company's control.

6. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy found at www.dnacentre.co.uk where you can enter the privacy policy page.

7. Links to other web sites

The Company is not responsible for the availability, content or accuracy of any pages or other sites linked to this website. The inclusion of any link to such sites does not imply endorsement by the Company of these sites. The content of such external websites is developed and provided by others and may be subject to additional or different terms. If you linking to any other page or site you do so at your own risk. You agree that the Company will not be liable for any loss or damages you or any third party may suffer in connection with third party pages or sites.

8. Limits on Liability; General Disclaimer

a) The Company shall not be liable for any loss or damage suffered by you or any other person as a result of the provision to you of a result of analysis. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THIS SERVICE OR ANY TESTING DONE HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR TESTING; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE OR THE TESTING; OR (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SERVICE OR ANY TEST KIT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE SERVICE. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

b) THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE IS NOT A SUBSTITUTE FOR MEDICAL OR LEGAL ADVICE AND YOU SHOULD CONSULT WITH A PROFESSIONAL ABOUT ANY RESULTS OBTAINED. THE COMPANY MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, THAT THE RESULT OF ANALYSIS IS FIT FOR ANY PARTICULAR PURPOSE. IF YOU WISH TO USE THE RESULT OF OUR ANALYSIS IN ANY COURT PROCEEDINGS THEN WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE. IN JURISDICTIONS WHERE ANY OF THE ABOVE DISCLAIMERS ARE NOT PERMITTED, THE DISCLAIMERS SHALL BE MODIFIED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

c) The site and its content are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Reliance on any information provided by the Company or third parties is solely at your own risk. You should discuss any results with your doctor.

9. Copyright and Monitoring

The contents of the Site are protected by international copyright laws and other intellectual property rights. The Company or its licensors owns these rights unless otherwise indicated. All product and company names and logos mentioned in the Site are the trademarks, service marks or trading names of their respective owners, including the Company. You may download material from the Site for the sole purpose of placing an order with the Company and you may download, save and print a copy of the Conditions. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Company’s web site including but not limited to text, graphics, code and/or software without the Company’s prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

If you provide Company with any feedback or suggestions regarding the site or service (“Feedback”), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you

provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

The rights granted to you herein are subject to the following restrictions: **(a)** you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the site, whether in whole or in part, or any content displayed on the site or Service; **(b)** you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the site or Service; **(c)** you shall not access the site or Service in order to build a similar or competitive website, product, or service; and **(d)** except as expressly stated herein, no part of the site or Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

You agree not to engage in any of the following prohibited activities: **(a)** copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; **(b)** using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Company grants the operators of public search engines revocable permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials); **(c)** transmitting spam, chain letters, or other unsolicited email; **(d)** attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; **(e)** taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; **(f)** uploading invalid data, viruses, worms, or other software agents through the Service; **(g)** collecting or harvesting any personally identifiable information, including account names, from the Service; **(h)** using the Service for any commercial solicitation purposes; **(i)** impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; **(j)** interfering with the proper working of the Service; **(k)** accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or **(l)** bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

10. Invalidity

If a provision of these terms is unenforceable, invalid, or illegal, then the intent of the parties is that **(a)** the validity, legality, and enforceability of the remaining provisions of these terms remain in force and not be affected in any way, and **(b)** the unenforceable, invalid, or illegal provision remain in force, and be interpreted or reformed to accomplish the objectives of such provision, to the greatest extent possible under applicable law.

11. Third Party Rights

Except for the Company's affiliates directors employees or representatives, a person who is not a party to this Contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party that exists or is available from that Act.

12. General

a) The Contract is made between the Company and you and shall not be assignable by you. The Company may assign this Contract and/or sub-contract the performance of the Contract in whole or in part.

b) These Conditions together with the privacy policy, any order form, and payment method instructions, if any, are the whole agreement between you and the Company. You acknowledge that you have not entered into this Contract in reliance upon any warranty or representation made by the Company or any other person and you waive any rights to damages/recission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Conditions, privacy policy, order form and payment method instructions.

c) Except for Company's gross negligence or intentional misconduct, you shall indemnify, defend, and hold harmless the Company (and keep it indemnified) against all claims, losses, costs and expenses (including legal expenses on an indemnity basis) howsoever arising in respect of any claims made by third parties against the Company arising out of the provision of the Service.

The laws and courts of England and Wales shall govern this Agreement and any matters related to this Agreement, including the interpretation, construction, and enforcement of this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties agree that the U.N.

Convention for the International Sale of Goods is expressly excluded from, and does not apply to, this Agreement.

d) All notices shall be given to the Company via email at uk_ddc@dnacenter.com or via mail at 184 Shepherds Bush Road, London, W6 7NL England