

## TERMS OF USE

Last updated: September 12, 2023

### ACCEPTANCE OF THE USER AGREEMENT

This MyGeneticsTree Terms of Use (“Terms”) constitute a legally binding agreement between you and BioReference Health, LLC, and its affiliates and subsidiaries, including its parent company, OPKO Health, Inc. (collectively, “BioReference”).

These Terms govern your access and use of the MyGeneticsTree website (“MyGeneticsTree”) provided by BioReference. The software and other applications or services provided by BioReference in connection with the access and use of MyGeneticsTree are collectively referred to as “MyGeneticsTree”. By accessing or using MyGeneticsTree, you agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND BIOREFERENCE.

### YOUR ACCOUNT RESPONSIBILITIES

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on MyGeneticsTree.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with MyGeneticsTree or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a name the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a name any name that is offensive, vulgar or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content in our sole discretion.

### MYGENETICSTREE AND BIOREFERENCE DO NOT PROVIDE MEDICAL ADVICE.

We are not responsible for maintaining any patient medical and health information, questionnaire results, or other data for you, or for any lost data resulting from the use, operation or discontinuation of any aspect of MyGeneticsTree. You are solely responsible for maintaining records of any patient information, test results or other information generated or stored through the use of MyGeneticsTree.

We are not responsible or liable to you or any other person for (i) their cooperation with any law enforcement authorities, court order, subpoena or governmental authority requesting or directing us to disclose information, including personally identifiable and protected health information, regarding you or your use of MyGeneticsTree, or (ii) our use or disclosure of any information, including personally identifiable and protected health information, regarding you or your use of MyGeneticsTree to protect our rights, clients or business as allowed or required by law.

If you are a health care provider, you agree that you are a Covered Entity, as that term is defined in the administrative simplification provision of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (“HIPAA”). You shall perform under these Terms in accordance with all applicable federal, state, local, and common law, statutes, rules, regulations, directives, and guidelines, including, but not limited to, those relating to patient consent and privacy. You will not use MyGeneticsTree as in your designated health record, as that term is defined in HIPAA, with respect to protected health

Information, as defined in HIPAA. You acknowledge that the professional duty to the patient in providing health care services lies solely with you and other health care professionals providing patient care and other administrative services on your behalf. You take full responsibility for the use of information contained in or accessed through MyGeneticsTree and acknowledge that the use of MyGeneticsTree is in no way intended to replace or substitute for professional or business judgment.

**USE OF MYGENETICSTREE IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTH CARE PROFESSIONALS IN DIAGNOSING AND TREATING PATIENTS. IF YOU ARE A HEALTHCARE PROVIDER, YOU ACKNOWLEDGE YOUR SOLE RESPONSIBILITY FOR HEALTH CARE DECISIONS OR ACTIONS WITH RESPECT TO THE CARE, TREATMENT, AND WELL-BEING OF YOUR PATIENTS, INCLUDING, WITHOUT LIMITATION, ALL YOUR ACTS OR OMISSIONS IN TREATING THE APPLICABLE PATIENT. ANY USE OR RELIANCE BY YOU UPON MYGENETICSTREE SHALL NOT DIMINISH THAT RESPONSIBILITY.**

If you are a patient, you agree that your health care provider(s), including without limitation, physicians, nurses and genetic counselors, may have access to the information and data that you generate or store through the use of MyGeneticsTree. You authorize the disclosure of such information and data, which may include protected health information to your health care provider(s) for treatment purposes.

## **INTELLECTUAL PROPERTY**

MyGeneticsTree and its original content, features and functionality are and will remain the exclusive property of BioReference and its licensors. MyGeneticsTree is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of BioReference.

## **LINKS TO OTHER WEBSITES**

MyGeneticsTree may contain links to third party websites or services that are not owned or controlled by BioReference.

BioReference has no control over, and assumes no responsibility for the content, privacy policies or practices of any third party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that BioReference shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

## **TERMINATION**

We may terminate or suspend your account and bar access to MyGeneticsTree immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

You may terminate these Terms at any time by giving us written notice and ceasing to access and use MyGeneticsTree.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## INDEMNIFICATION

You agree to defend, indemnify and hold harmless BioReference and its licensee and licensors, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (i) your use and access of MyGeneticsTree, by you or any person using your account and password, or (ii) a breach of these Terms.

## PRIVACY

Your privacy is important to us.

BioReference [Website Privacy Policy](#), the [Notice of Privacy Practices](#) and [Cookie Policy](#) explain how we may collect, use, disclose and protect your individually identifiable personal information. Specifically, how we handle the personal information that you submit to us, when you browse our website, submit forms, or upload documents, and to the extent any of your individually identifiable personal information falls under the definition of the protected health information under HIPAA, we will use and disclose such information as allowed or required by HIPAA and other applicable federal and state laws and regulations. This may include our internal use of such information for performance improvement, quality assurance and educational purposes.

### Information We Collect:

We collect two types of information from our website: (i) individually identifiable personal information you provide to us and (ii) aggregate information regarding overall website traffic patterns.

We will not disclose or sell your name or any personal information about you to any third party. We use the aggregate information we collect to measure the number of visitors to the different pages and sections of our site, and to help us make our website more useful to visitors. The aggregate information we collect is not linked to personal information, and we do not report on individual user sessions.

Automatic tracking information is gathered when you visit our website. Most web browsers automatically provide this information to the websites they visit and display. This information is not personally identifiable. We do not collect any additional data from your computer, and we do not compare data provided by your browser with any other data we maintain. We use aggregate numbers to compile statistics, monitor trends and track site usage. We also use the information to make sure our technology is compatible with yours.

Personal information can be anything that you've provided through our websites that identifies you, such as your name, email address, and street address. We store this information behind a complex series of firewalls, in a way that maximizes security and confidentiality. Access to personally identifiable and protected health information you submit is limited to authorized staff only.

### How we use your information:

We will only use the information to provide you with the services you have requested and as otherwise described in this Terms, Online Privacy Policy, the Notice of Privacy Practices and the Cookie Policy, or as required or allowed by law. We may also, at our discretion and without notice to you, remove, delete or destroy any information about you on MyGeneticsTree.

### The Use of Cookies:

We use "cookies" to personalize our website for you and to collect aggregate information about website usage by our users. A cookie is a text file that our website transfers to your computer's hard drive for record keeping purposes. The cookie assigns a random, unique number to your computer. It does not contain information that would personally identify you.

### Disclosures of Information to Third Parties:

BioReference websites contain links to other Internet websites, which may direct you to an external web site or may be displayed within a frame on the BioReference owned site, including co-branded or other affiliated sites which may or may not be owned or operated by BioReference. Links to the BioReference website may also be featured on independent third-party websites. BioReference has no control, and is not responsible for the privacy practices, functionality, utilization, or accessibility of other web sites that may host links to the BioReference website, or that you may visit through links or frames on the BioReference owned websites, including such websites' use of any information (such as IP number, browser type, or usage history) collected when visitors to the BioReference websites click through links to such third-party websites. We recommend that you review individual website privacy policies and practices before providing any information on such third-party websites.

### Other Information We Collect and How We Use It:

We may gather and store aggregate information about visitors. The collection of this aggregate information enables us to measure the number of visitors to various portions of the website, diagnose problems with our server, administer the website and track visitor activity.

We will use this aggregate information to learn more about what you and our customers are expecting from our services, and tailor and improve the website and our services. Because aggregate information collected on the site does not personally identify you, we may use aggregate information for any purpose, and share aggregate information with third parties for any purpose.

### Google Analytics:

We use Google Analytics as a third party tracking service, to collect information about how our website performs and how our users, navigate through and use our website. This helps us evaluate our users' use of our website; compile statistical reports on activity; and improve our content and website performance.

Google Analytics gathers non-personally identifying information such as your, browser type, internet service provider, referring and exit pages, time stamp, and similar data about your use of our website. We do not allow third parties to, use the Google Analytics tool to track our users individually or collect any user personal Information. Google provides further information about its own privacy practices and offers a browser add-on to opt out of Google Analytics tracking at <https://tools.google.com/dlpage/gaoptout>.

### Limitation of Liability:

In no event shall BioReference or its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access or inability to access or use, or use of MyGeneticsTree; (ii) any conduct or content of any third party on MyGeneticsTree; (iii) any content obtained from MyGeneticsTree; and (iv) unauthorized access, use or alteration of your submissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### Disclaimer:

Your use of MyGeneticsTree is at your sole risk. MyGeneticsTree is provided on an "AS IS" and "AS AVAILABLE" basis. MyGeneticsTree 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, non-infringement or course of performance.

BioReference and its licensors do not warrant that (i) MyGeneticsTree will function uninterrupted, secure or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) MyGeneticsTree is free of viruses or other harmful components; or (iv) the results of using MyGeneticsTree will meet your requirements.

Exclusions:

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law:

These Terms shall be governed and construed in accordance with the laws of Delaware, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding MyGeneticsTree, and supersede and replace any prior agreements we might have had between us regarding MyGeneticsTree.

Changes:

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use MyGeneticsTree after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use MyGeneticsTree.

Contact Us:

If you have any questions about these Terms, please contact us at [support@mygeneticstree.com](mailto:support@mygeneticstree.com).