

## Terms of Service

Last updated: September 23, 2018

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the [https://\\*.mygeneticstree.com](https://*.mygeneticstree.com) website (the "Service") operated by BioReference Laboratories, Inc. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### Accounts

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 the Service.

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 our Service 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 username 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 username 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.

THE SERVICE, BIOREFERENCE LABORATORIES, INC. AND GENEDX, INC DO NOT PROVIDE MEDICAL ADVICE. We are not responsible for maintaining any patient information, test results or other data for you or for any lost data resulting from the use, operation or discontinuation of any aspect of the Service. You are solely responsible for maintaining records of any patient information, test results or other information generated or stored through the use of the Service.

We are not responsible or liable to you or any other person for its cooperation with any law enforcement authorities, court order, subpoena or governmental authority requesting or directing us to disclose information, including personally identifiable information, regarding any you or your use of the Service, or the use or disclosure of any information, including personally identifiable information, regarding you or your use of the Service to protect our rights, clients or business.

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 and the regulations promulgated thereunder ("HIPAA"). You shall perform under these Terms and Conditions of Use 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 (collectively, "Applicable Laws"). You will not use the Service as 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 the Service and acknowledge that the use of the Service is in no way intended to replace or substitute for professional or business judgment. USE OF THE SERVICE IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTH CARE PROFESSIONALS IN DIAGNOSING AND TREATING PATIENTS. 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 THE SERVICE SHALL NOT DIMINISH THAT RESPONSIBILITY.

If you are a patient, you agree that your health care providers, 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 the Service. You authorize the disclosure of such information and data, which may include Protected Health Information you're your health care providers for treatment purposes.

#### Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of BioReference Laboratories Inc. and its licensors. The Service 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 Laboratories Inc..

#### Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by BioReference Laboratories Inc.

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

You acknowledge and agree that BioReference Laboratories Inc. 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 web sites or services.

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

#### Termination

We may terminate or suspend your account and bar access to the Service 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.

If you wish to terminate your account, you may simply discontinue using the Service.

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 Laboratories Inc. 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 a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

#### Limitation Of Liability

In no event shall BioReference Laboratories Inc., nor 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 to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions 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 the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. 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, non--infringement or course of performance.

BioReference Laboratories Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service 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 New Jersey, 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 our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service 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 the Service.

### Contact Us

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