

DNA WORKPLACE LTD PRECISION HEALTH CONSUMER TERMS AND CONDITIONS

These are the terms and conditions (**Terms**) on which we supply our services to customers from www.dnaworkplace.com (**Website**). Please do read these terms carefully before you place an order. By placing an order, you confirm that you have understood and agree to be legally bound by these terms.

Important

You acknowledge and agree that the services we provide are not a substitute for actual medical diagnosis, consultation with a doctor or emergency medical services and that the test results and comments and interpretation in relation to such results are for the purposes of information only and do not constitute medical advice, clinical diagnosis and/or recommendations for medical treatment and you will not rely on them as such.

Any comments or interpretation provided to you are based on information available to us at the time and this information may be insufficient to gain a complete understanding of your health or a particular condition you may be suffering from. If you have any concerns regarding your health or your test results, you should discuss them directly with your doctor.

1. Information about us and how to contact us

- 1.1 We are DNA Workplace Ltd (“**we**”, “**our**” or “**us**”), a company registered in England and Wales. Our company registration number is 11036947 and our registered office is at Unit G1, Frome Business Park, Manor Road, Marston Trading Estate, Frome, BA11 4FN. Our registered VAT number is GB 342471612.
- 1.2 You are the customer who has accessed our www.dnaworkplace.com (Website), called our telephone number or have been referred to us by one of our partners and intends to place or has placed an order for our services. You can find everything you need to know about us and our services on our Website before you order.
- 1.3 You can contact us via our customer service team on on 0203 943 8371, health@dnaworkplace.com or by visiting <https://www.dnaworkplace.com/contact-us>. If you contact us by email please do so using the email address associated with your account, and include your order confirmation number to help us identify you
- 1.4 If we have to contact you, we will do so by telephone, email or mail at the phone number, email address or postal address you provided to us when placing your order.

2. Information about these Terms

- 2.1 These Terms do not apply to (i) your use of our Website generally. Instead, please refer to our Website Terms & Conditions; or (ii) our processing of personal data we collect from you, or that you provide to us. Instead please refer to our Privacy Statement which is made available here <https://www.dnaworkplace.com/privacy-policy>.

2.2 The version of the Terms which exists at the time you place your order will be the terms which govern our contract with you. Subject to clause 10.2, we may revise these Terms from time to time in our sole discretion. References to the Terms in this document refer to the Terms as amended and updated and in place from time to time.

3. Our Services

3.1 We provide online services for the provision of health tests (**Services**) consisting of:

- (a) if applicable (as further detailed in clause 3.2 below), delivery to you of a sample kit in relation to blood, saliva, stool, urine or other relevant sample (**Kit**);
- (b) testing which is carried out by the by an external third party laboratory engaged by us (**Laboratory**); and
- (c) provision of test results and, if applicable and requested, a report containing general healthcare and lifestyle advice relating to the type of testing carried out by the Laboratory (**Report**) produced by our medical team or an external doctor engaged by us who in each case is both registered with the applicable registration body, which will be presented to you via your account dashboard or PDF.

3.2 Each health test has a dedicated page on our Website that sets out applicable step by step instructions and whether:

- (a) a sample collection kit can be posted to you for you to take a sample at home;
- (b) you must, or can opt to, attend a clinic to have a sample taken by a phlebotomist or arrange for a phlebotomist to visit you at home to take a sample; or
- (c) you must, or can opt to, attend the Laboratory directly to have your sample taken.

3.3 In relation to each of the above, please note:

- (a) where you are to take a sample at home, you must carefully follow all of the instructions included with the Kit sent to you and only use the equipment provided in the Kit sent to you;
- (b) if you are going to attend one of our partner clinics to have a sample taken, it is your responsibility to take the Kit sent to you to the clinic and you must not open the Kit and handle or remove the contents – it is to be used only by a trained phlebotomist; and
- (c) if you choose to have a phlebotomist visit you at home to take your sample, you must not open the Kit sent to you in the post or handle or remove the contents – it is to be used only by a trained phlebotomist.

3.4 The results of your test(s) and any accompanying Report, once uploaded to your Account, or delivered to your email address, will constitute delivery in full of the Services.

4. Your Order

- 4.1 To submit an initial order including in respect of any subscription services we may provide, you must complete the order submission process as set out on our Website.
- 4.2 You may purchase Services for yourself (and create a personal account at www.dnaworkplace.com (**Account**) or you may purchase certain Services for other people which in both cases require activation (**Activation**) by the person taking the test. Activation is the process by which a user registers their personal details in an Account and link it to a test using an activation code on the Kit which provides the Laboratory with the correct details of the person whose sample is being tested. In activating a test a user will be required to confirm their agreement with these Terms.
- 4.3 The person who is providing a sample for testing must be the account holder for that test or must have activated the Kit and created an account in respect of that test.
- 4.4 You must be at least 18 years old to purchase Services and to provide a sample for testing.
- 4.5 Acceptance of your order is also conditional on you providing a valid email address and payment in full in cleared funds. We reserve the right to refuse your order should any of these conditions not be fulfilled.
- 4.6 Your order will be effective and binding upon receipt by you of an order acceptance email from us in which we accept your order. This is the point at which a contract will come into existence between you and us. Upon acceptance of your order, you will receive an order number which will help you and us to identify, track and verify the Kit and the test results. Please reference your order number in any contact with us.
- 4.7 For customers opting for any subscription services we provide, subject to clause 9.3 your initial order constitutes acceptance of these Terms for all subsequent tests.
- 4.8 If for any reason, we are unable to accept an order or provide the Services you have ordered (including where, for whatever reason, we restrict certain of our Services to orders from within the United Kingdom only), we will inform you by email or by telephone and make no charge or, if you have already paid for the test, refund you the full amount within 10 working days. You acknowledge that a refund of any amounts paid will be your only available remedy if we are unable to accept or fulfil your order after it has been placed.
- 4.9 All tests are valid for 120 days from the date that we process your order. If you do not send a sample to the Laboratory within that period your test will expire and you will not be entitled to a refund.

5. Confirmations and acknowledgements

5.1 By placing your order, you:

- (a) confirm that you are legally capable of entering into this contract;
- (b) confirm that you are at least 18 years old;
- (c) if applicable depending on the service type, are located in the approved jurisdictions as listed on our Website;
- (d) confirm that all information you have provided is true and accurate;
- (e) confirm you are giving us and our partner laboratories your consent to perform the tests you have ordered;
- (f) acknowledge the potential impacts and risks of taking your own sample;
- (g) acknowledge and agree that the Services are not a substitute for actual medical diagnosis or consultation with a doctor, and that the information contained in any Report will not constitute medical advice and/or recommendations for medical treatment regarding any aspect of your health, medicine intake, nutrition or lifestyle;
- (h) acknowledge and agree that any Report is prepared solely on the basis of your relevant sample type and the information which you have provided to us (without access to your medical records) and therefore, while tailored to your personal information, you understand and confirm that any Report is generic in nature you will not rely on it (i) to diagnose or treat suspected or actual medical conditions; and (ii) you are solely responsible for any actions you do (or do not) take before and after receiving any Report, and when you take (or do not take) such actions; and
- (i) confirm that you assume full responsibility for reading, and drawing conclusions from the results and any Report obtained from use of the Services understand that we do not offer follow-up consultations based on the results.

6. Pricing and Payment

- 6.1 The price for the Services is as quoted on our Website at the time you submit your order and includes VAT where applicable. You will pay an additional charge if you purchase a phlebotomy sample collection at a partner clinic or at home, or if you choose any of the optional extras (all of which are clearly priced) prior to completing your purchase. If you choose to return any samples to the Laboratory via recorded or guaranteed next day delivery you will do so at your own cost.
- 6.2 For customers opting for our subscription services, payment for subsequent tests will take place on the next test date specified in your Account.
- 6.3 Prices for our Services may change from time to time, but changes will not affect any order you have already placed except subscription services where you will be notified of any changes.

6.4 We accept payment by Visa, Mastercard and American Express, which will be pre-processed by Stripe as our payment partner. Before we dispatch the kit to you, your order must have been paid in full. If the payment method you provide cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled until you are able to resolve the payment issue.

7. Delivery

7.1 We use all reasonable efforts to dispatch your Kit in accordance with the estimated timeframe stated on our Website and in our order acceptance email however delivery times may vary. You will receive a separate email with your delivery information, including a tracking number, when your product is dispatched. We will ship your Kit to the address you provided when placing your order. Delivery dates advised by us are approximate and we will not be liable for any loss or damage due to our failure to meet scheduled delivery dates or for failure to give notice of delay. Time for delivery shall not be of the essence.

7.2 If you lose or damage your Kit, we will send you a replacement Kit subject to payment by you of £20 to cover the cost of doing so.

8. Samples and test results

8.1 Any sample you send (whether it is blood, tissue, bodily fluid, or other biological sample) to one of our laboratories for analysis will be analysed only in relation to the test or tests that you have ordered.

8.2 The instructions and procedures (**Instructions and Procedures**) relating to each type of test are set out on our Website on the page that specifically relates to that test, in the email we send to you to confirm your order and in the instructions accompanying the Kit sent to you, including:

- (a) certain testing requirements such as fasting or abstaining from alcohol beforehand or taking your sample at certain times of the day;
- (b) procedures and timescale for returning the sample to the Laboratory;
- (c) procedures for arranging home phlebotomy visits and charges and/or further costs where such visits are missed, cancelled or re-arranged;
- (d) charges in relation to missed, cancelled and/or re-arranged clinic appointments; and
- (e) arrangements where the Laboratory is unable to test the samples sent to them (for example because the amount collected is insufficient for full analysis, the sample has deteriorated, clotted or haemolysed).

8.3 It is your responsibility to ensure that you have carefully read and understood all relevant Instructions and Procedures before you proceed to take your sample.

8.4 Every test on our Website has a corresponding turnaround time, which is an estimate of the time it will take for your sample, once received by the Laboratory, to be tested and the test results made available to you. It is an estimate only and is stated in working days. It is not binding on us and we do not guarantee that test results will be available in the published turnaround time. If you purchase multiple tests in one order we may, in certain circumstances, make results available to you only when the results of all tests have been received from the Laboratory. The longest turnaround time for all of the tests ordered will apply in this case.

9. Cancellations and refunds

9.1 Customers (including recurring orders in the case of subscription customers) may cancel an order at any time before a Kit has been dispatched and receive a full refund.

9.2 Subscription customers, subject to the following provisions of this clause 9, may terminate their subscription contract at any time and receive a refund for any Services paid for in advance, but not received.

9.3 Subject to clause 9.4, customers have the right to change their mind and cancel their purchase up to 14 days after the Kit has been delivered. We are unable to provide a refund after 14 days.

9.4 Customers will have no right to cancel an order and receive a refund if we have made available the Report via their Account dashboard within 14 days of the day after we have accepted their order or, in the case of subscription customers, the date of their recurring order.

9.5 If you are within your right to cancel and wish to do so, you must notify us of your decision by a clear statement to us, preferably by email (see contact details above) with details of your order (including the date it was accepted, your name and the order reference number we provided to you) before the expiry of the 14 day period referred to in clause 9.3. There is no need to return the Kit to us.

9.6 Subject to clause 9.7, we will refund you the price you paid by the method you used for payment.

9.7 Where you have exercised your right to cancel in accordance with clause 9.5, we reserve the right to deduct reasonable amounts which we consider to be in proportion to the Services which have been performed up until the point you communicate cancellation including the following:

- (a) if you took your own sample at home (without a home visit), and you have not sent your sample to the Laboratory for testing before the date that we receive notice of your decision to cancel the Services contract, we will refund you the total price you paid in respect of the test(s) in question less £20 to cover the costs of the Kit and postage;

- (b) if you have already had a sample taken at a clinic, the laboratory or via a home visit, however the sample has not been received by the Laboratory or the appointment was cancelled or rearranged with insufficient notice or otherwise missed, we will refund you the total price you paid in respect of the tests in question less (i) £20 to cover the costs of the Kit and postage and (ii) the cost of the appointment (including any applicable rearrangement charge) and/or any applicable charge for cancellation or non-attendance;
- (c) if your sample has been received by the Laboratory before the date that we receive notice of your decision to cancel your order, but you have not yet received your Report, we will refund you 10% of the total price paid by you in respect of the tests in question.

9.8 We aim to process refunds as soon as possible. If you are exercising your right to cancel your refund will be made within fourteen (14) calendar days from the day on which you informed us of your decision to cancel.

9.9 Refunds will only be made to the card originally used for payment. Please note that refunds may take up to five (5) banking days to appear on a card statement.

10. Changes to our Services

10.1 We may change our Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to make minor technical adjustments and improvements, for example to address a security threat. These are changes that do not affect your use of the Services.

10.2 We can also make more significant changes to our Services or these Terms but if we do so we will notify you in the case of subscription services or where our Services have not otherwise been performed in full and you can then contact our customer service team: on 0203 943 8371, health@dnaworkplace.com or by visiting <https://www.dnaworkplace.com/contact-us>, to cancel the contract before the change takes effect and receive a refund for any Services you have paid for in advance, but not received.

11. Suspension or withdrawal of services

11.1 We may suspend the supply of any of our Services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update our Services to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Services (see clause 10).

11.2 We will contact you in advance to tell you we are suspending supply, unless the problem is urgent or an emergency. If we suspend the Services we will adjust the price so you do not pay for it while it is suspended. If we suspend supply, or tell you we are going to suspend supply, for more than 14 days you can contact our customer service team: on 0203 943 8371, health@dnaworkplace.com or by visiting <https://www.dnaworkplace.com/contact-us> to end the contract and we will refund any sums you have paid in advance for Services you will not receive.

11.3 We can at any time stop providing all or part of our Services. We will let you know at least 14 days in advance and will refund any sums you have paid in advance for Services which will not be provided.

12. Complaints or Concerns

If you would like to bring a matter to our attention or if you have any concerns or complaints, please contact us using the contact details set out above.

13. Events outside our control

If our supply of Services is delayed by an event outside our control, such as the Kit we send you or the sample you send to the Laboratory being lost, delayed or damaged in transit or via post or test results not being made available to you within the estimated turnaround time stated for that test, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you can contact our customer service team on 0203 943 8371, health@dnaworkplace.com or by visiting <https://www.dnaworkplace.com/contact-us>, and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

14. We don't compensate you for all losses caused by us or our Services

14.1 We are responsible for losses you suffer caused by us breaching this contract unless the loss is:

- (a) unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
- (b) caused by a delaying event outside our control;
- (c) could have been avoided by you taking reasonable action, including following our reasonable instructions for use.

15. Transfer

15.1 We can transfer our contract with you, so that a different organisation is responsible for supplying our Services to you. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy

with the transfer you can contact our customer service team: on 0203 943 8371, health@dnaworkplace.com or by visiting <https://www.dnaworkplace.com/contact-us> to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

15.2 You can only transfer your contract with us to someone else if we agree to this.

16. Nobody else has any other rights under this contract

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

17. Survival

If any court or relevant authority decides that any of these Terms is unlawful the rest will continue to apply.

18. Governing Law and Jurisdiction

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.