

Terms of Use

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Terms and Conditions of Use Policy

Chronetyx Laboratories is a molecular testing service which provides a variety of products and services to its customers ("Products and Services"). Use of the Products and Services is governed by this Terms and Conditions of Use Policy, together with any documents expressly incorporated by reference (collectively, this "Agreement"). Please read this Agreement carefully before accessing or using the Products and Services. Throughout this Agreement, Chronetyx Laboratories ("Chronetyx") may be referred to as "we" or "us" and in the possessive, "our", and you, the customer, may be referred to as the "user", "you" or, in the possessive, "your".

General Terms and Conditions

Your access to and use of this Website and our Products and Services, or by clicking to accept or agree to the terms of use when this option is made available to you, binds you to this Agreement and our Privacy Policy incorporated by reference. If you do not agree to the Terms and Conditions of Use for this site, you must not access or use the site nor our Products and Services.

Changes to the Terms of Use

We may revise and update this Agreement from time to time in our sole discretion. Any modifications made to this Agreement will be effective immediately upon posting on the site and apply to all access to and use of the Website thereafter. By accessing or using the Products and Services, you agree to be bound by all of the Terms and Conditions of Use Policy at the time of your access or use. You agree to review the Agreement each time you access the site or use the Products and Services so that you are aware of any modifications made to this Agreement. Your continued use of the Website following the posting of the revised Agreement means that you accept and agree to the changes.

Users' Representations

All site users represent and warrant that they are at least 18 years of age and that they possess the legal right and ability, under the laws of the state or jurisdiction in which they reside, to agree to the terms of this Agreement and to use this site in accordance with the terms of this Agreement. If you are under the age of 18, you may use Chronetyx.com only with the involvement and permission of a parent or guardian.

Accessing the Website and Account Security

We do not guarantee continuous, uninterrupted or secure access to our Products and Services, and operation of this site may be interfered with by numerous factors outside of our control. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. You are responsible for making all arrangements necessary for you to have access to the Website, and for ensuring that all persons who access the Website through your internet connection are aware of and comply with this Agreement. You agree that this

Terms and Conditions of Use Policy and all incorporated agreements between Chronetyx and you may be automatically assigned by us, in our sole discretion, to a third party in the event of a merger, acquisition or liquidation.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

Our failure to act with respect to a breach by you or others of this Terms and Conditions of Use Policy does not waive our right to act with respect to subsequent or similar breaches. This Terms and Conditions of Use Policy sets forth the entire understanding and agreement between us and any site user with respect to the site, its uses and services.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Chronetyx, its licensors or other providers of such material and are protected by United States and/or international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

The materials on the site are copyrighted by us and/or other applicable rights holders. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials. You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution. If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

If we provide social media features with certain content, you make take such actions as are enabled by such features. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).

Trademarks

The name "Chronetyx Laboratories", "Chronetyx", the associated logos, and all related names, logos, product and service names, designs and slogans are trademarks/service marks of Chronetyx Laboratories. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with this Agreement. You agree not to use the Website: In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards set out in this Agreement. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

To impersonate or attempt to impersonate Chronetyx, a Chronetyx employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Chronetyx or users of the Website or expose them to liability.

Additionally, you agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Website.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We have the right to:

Terminate or suspend access to the Website or remove any user for any or no reason in our sole discretion.

Take any action with respect to any user that we deem necessary or appropriate in our sole discretion, including if we believe that such user has violated this Agreement.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Chronetyx, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Chronetyx. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

Link from your own or certain third-party websites to certain content on this Website.

Send e-mails or other communications with certain content, or links to certain content, on this Website.

Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

Establish a link from any website that is not owned by you.

Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.

Link to any part of the Website other than the homepage.

Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of this Agreement.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Geographic Restrictions

The owner of the Website is based in the state of Tennessee in the United States. We provide this Website for global use. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws and rules in the country you reside, including but not limited to, all local rules regarding online conduct, export bans or restrictions, the transmission of samples or data to be transmitted or processed outside the country in which you reside, and the transmission of data exported from the United States or the country in which you access Chronetyx's Products and Services.

Legal Disclaimer

Legal Disclaimer Included in our Terms & Conditions:

FDA Disclaimer. This report has not been cleared or approved by the Federal Drug Administration (FDA) and the FDA has determined that such clearance or approval is not necessary. Chronetyx Laboratories ("Chronetyx") is regulated under the Clinical Laboratory Improvement Act of 1988 (CLIA) as qualified to perform high complexity clinical testing which includes this type of testing. If you have any questions about these Products or Services or wish to speak with one of Chronetyx's health care providers, please call (800) 454-2137 or email info@chronetyx.com.

Chronetyx Products and Services are for informational and educational use. The Products and Services are intended for consumer education only and should not serve as the sole basis on which any therapeutic measures are based. While designed for informational purposes, the Products and Services are not intended to serve as a substitute for professional medical advice, diagnosis, or treatment. You should not use this information as self-diagnosis or for treating a health problem or disease.

The Products and Services should be used in consultation with a licensed health care professional. Always seek the advice of your physician or qualified health provider with any questions you may have regarding your personal health, a medical condition and appropriate therapeutic measures. The Products and Services do not constitute the practice of any medical, nursing, or other professional healthcare advice, diagnosis, or treatment. Because of the designated purpose of the Products and Services we provide, you understand and agree that Chronetyx is not providing any service which targets any one community, user group, business, or industry. We hereby advise you to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified health care provider because of Chronetyx's Products and Services. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately.

Any references in the Products and Services to "normal," "increased," "decreased," "high" or "low" are relative to the general population and not to any one specific group or community. The information and guidance are based on your genetic results, self-reported information, scientific literature, and research. Any potentially actionable information should be discussed with your physician or healthcare provider.

Chronetyx does not endorse, warranty, or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be included or mentioned in connection to our Products and Services. Reliance on any information provided by Chronetyx, Chronetyx employees, others appearing in connection with our Products and Services at the invitation of Chronetyx, or other visitors to our website is solely at your own risk. Product packaging and materials delivered as part of our Product and Services may contain more and different information that what is shown on our website. We recommend that you do not rely solely on the information presented on the website and always read package labels, warnings, and directions prior to using our Products and Services.

You should not change your health behaviors solely on the basis of information from Chronetyx. Chronetyx believes that genetics is only one factor of any individual's state of being, and only a trained physician or other health care provider can assess your current state of health or disease by taking into account many factors, including in some cases your genetics as well as your current symptoms, if any. Make sure to discuss your genetic information with a physician or other health care provider before you act upon the genetic information resulting from Chronetyx's Products and Services. There may be unknown genes, environmental factors, or lifestyle choices that are more important predictors of your wellbeing. If you have concerns or questions about what you learn through Chronetyx, you should contact your physician or other health care provider.

Genetic research is an ongoing process and is not comprehensive. While Chronetyx uses up-to-date, standard methods and research to test and interpret your genetics, there is much still unknown about genetics. Scientific research on genetics is rapidly growing and may change the interpretation of your results. In the future, the scientific community may show previous research to be incomplete or inaccurate.

Some samples may not be able to be processed, and the laboratory testing process may result in errors. Chronetyx is a CLIA certified testing laboratory that has standard and effective procedures in place to protect against testing errors. However, analytical errors may still occur. Resulting problems may include but are not limited to procedures of sample collection by clients, shipping to the laboratory, mislabeling of specimens, analysis of results, or sending reports. Laboratory problems can occur that might lead to inability to obtain results. If signs of a laboratory error are observed, consultations from a health care professional should be obtained and/or evaluated for further testing. Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory testing process may be uninterpretable or

incorrect (referred to as "Errors"). As this possibility is known in advance, users are not entitled to refunds where these Errors occur.

Testing for genetic variation/mutation on listed genes is performed using PCR with allele specific probes. Test results do not rule out the possibility that an individual could be a carrier of other variations not detected by this gene variation panel. Rare mutations surrounding these alleles may also affect our detection of genetic variations. Other non-genetic and genetic factors that are not tested by this assay can affect the management and sensitivity of drugs. Thus, the interpretation is given as a probability. Therefore, this genetic information should be interpreted in conjunction with other clinical findings and familial history of diseases.

Genetic information you disclose with others could be used against your interests. You should be careful about disclosing your genetic information with others. While the Genetic Information Nondiscrimination Act (GINA) was signed into law in the United States in 2008, its protection against discrimination by employers and health insurance companies for employment and coverage issues has not been clearly established. In addition, GINA does not cover life or disability insurance providers. Some, but not all, states and other jurisdictions have laws that protect individuals with regard to their genetic information. Furthermore, genetic information that you choose to share with your physician or other health care provider may become part of your medical record, and through that medical record become accessible to other health care providers and/or insurance companies in the future. Genetic information that has no or limited meaning today could have greater meaning in the future as new discoveries are made. You may want to consult a lawyer before disclosing your genetic information to others.

Confidentiality. Chronetyx may, at our sole discretion, share your personally identifiable information with third parties who we have engaged to help us provide the Products and Services. In each case, we will make every effort to ensure that these third parties have agreed not to use or disclose your personal information except to help us provide the Products and Services. Chronetyx makes every effort to protect your privacy, and complies with all applicable privacy, non-disclosure, or mandatory disclosure laws. Genetic information is unique to every individual and maintains that unique profile even when separated from obvious identifiers such as a name or social security number. Chronetyx strives for the highest standards of bioethics and maintains strict policies and procedures to ensure your genetic data is safe and secure. Outside of providing the Products and Services, Chronetyx does not share personal data with third parties and Chronetyx will never sell your personal data.

Disclaimer of Warranties

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CHRONETYX NOR ANY PERSON ASSOCIATED WITH CHRONETYX MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER CHRONETYX NOR ANYONE ASSOCIATED WITH CHRONETYX REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

CHRONETYX HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. NO ADVICE OR INFORMATION, WRITTEN OR ORAL, OBTAINED BY YOU FROM CHRONETYX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. CHRONETYX DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, CHRONETYX SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL CHRONETYX, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Chronetyx, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the Website, including, but not limited to any use of the Website's content, services and products other than as expressly authorized in this Agreement or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, this Agreement or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee, in each case located in the City of Memphis and County of Shelby, although we retain the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by Chronetyx of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Chronetyx to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy and Terms of Sale constitute the sole and entire agreement between you and Chronetyx with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Section Titles

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Your Comments and Concerns

This website is operated by Chronetyx Laboratories, 3171 Players Club Parkway
Memphis, TN 38125

All notices to you may be made by email or regular mail.

Official notices to Chronetyx relating to this Agreement should be sent to:

Chronetyx Laboratories
ATTN: Webmaster
3171 Players Club Parkway
Memphis, TN 38125

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@chronetyx.com.