

DNANUDGE COVID-19 TESTING TERMS AND CONDITIONS

These Terms and Conditions apply to the COVID-19 testing service provided by DnaNudge (the “**Service**”).

The Service is provided by DnaNudge Limited, a company registered in England & Wales, with company number 09705888 whose registered address is at Level 11, The Translation And Innovation Hub, Imperial College White City Campus, London, England, W12 0BZ (collectively referred to as the “**Company**”, “**we**”, “**us**” or “**our**” in these Terms and Conditions).

These Terms and Conditions form a legally binding agreement between the Company and the individual, business or entity ordering the Service (the “**Customer**”, also referred to in these Terms and Conditions as “**you**”).

THE NATURE AND LIMITATIONS OF THE TEST

PCR testing for current infection

The Service consists of testing of samples (sputum) provided by the individual undergoing the test (the “**Subjects**”) to ascertain the presence of the SARS-CoV-2 virus (the virus that causes COVID-19). Before the test is carried out, each Subject will be provided with an Information and Consent Form. The content of the Information and Consent Form, which must be completed and signed by the Subject, is incorporated by reference hereto and forms part of these Terms and Conditions.

The testing method use reverse-transcription polymerase chain reaction (RT-PCR) technology which identifies the genetic code of the SARS-CoV-2 virus. Whilst the technology is reliable to a high degree, like all medical and genetic tests the testing is not 100% accurate and in a small number of cases the result could be incorrect. There is no guarantee that the result obtained for a Subject who has been tested is a correct result or that all countries and airlines will accept the result notification that is provided.

Positive results are the most likely to be correct as the genetic code of the virus has been identified in the test. In rare cases, even a positive result could be incorrect (for example, because of contamination of the sputum sample).

Negative results can be incorrect as they only indicate that no indication was found of the genetic code of the virus. This does not mean that the Subject does not have the virus anywhere in his or her body. The result only indicates that the virus was not found in a sample taken from an area where the virus is most likely to be found.

An unclear, void, borderline or inconclusive result is by its nature inconclusive.

It is also important to bear in mind that a Subject could contract the virus shortly after taking the test (and after correctly obtaining a negative result) or at any stage of the disease where the virus is not present in the body in significant volumes (which may lead to a negative, borderline or inconclusive result).

Antibody testing for previous infection

The Service consists of testing of samples (blood) provided by the individual undergoing the test (the “**Subjects**”) to ascertain the presence of antibodies to the SARS-CoV-2 virus (the virus that causes COVID-19). Before the test is carried out, each Subject will be provided with an Information and Consent Form. The content of the Information and Consent Form, which must be completed and signed by the Subject, is incorporated by reference hereto and forms part of these Terms and Conditions.

The testing method use chromatographic lateral flow to detected antibodies to the SARS-CoV-2 virus. Whilst the technology is reliable to a high degree, like all medical tests the testing is not 100% accurate and in a small number of cases the result could be incorrect. There is no guarantee that the result obtained for a Subject who has been tested is a correct result or that all countries and airlines will accept the result notification that is provided.

Positive results indicate that antibodies to the SARS-CoV-2 virus have been identified in the test. This is likely to be due to a recent or ongoing infection with COVID-19. However, in some subjects the antibody has been detected in subjects in the weeks or even months after a COVID-19 infection. In some cases, a positive result could be incorrect because the test has cross-reacted with antibodies to a different coronavirus.

Negative results can be incorrect as they only indicate that antibodies to the SARS-CoV-2 virus were not detected. The Subject may have recently contracted the virus but antibodies have not yet had time to form.

CONSENT FOR TAKING THE TEST

The COVID-19 test is performed by extracting and analysing DNA from a sample. The Subject must provide his or her own sample and sign the consent form for the testing.

If the Subject is a child under the age of 16 he/she will require the consent of their parent or legal guardian to carry out the test. The parent or legal guardian will have to sign the information and consent form in relation to the child's testing.

It is a strict condition for the use of the Service that each Subject (or their parent or legal guardian) must provide express consent for the sample collection and testing. We may refuse to carry out the test or to provide you with the result and we may irretrievably delete all records of the testing results associated with the Subject if we are notified or have reason to believe that the sample was obtained without the Subject's consent. If this occurs, the Subject may need to re-perform the test in order to use the Service.

YOUR PRIVACY AND OUR REPORTING OBLIGATIONS

The law requires us to report the details of any positive, negative, indeterminate and void COVID-19 or influenza test to Public Health England ("**PHE**"), which is a government entity.

Among other details, we may provide to PHE are the Subject's first and last name, sex, date of birth, NHS number (if known), ethnicity, current address (including postcode), telephone number (only in the case of SARS-CoV-2 positive or indeterminate results), email address (only in the case of SARS-CoV-2 positive or indeterminate results) as well as details relating to us and the testing we conduct.

These personal details together with the test result will be collected from you and provided to PHE or to such other bodies as required by law or by government/NHS instructions.

To reduce cross-border transmission of COVID-19, some countries (each a "Destination Country") require their nationals and foreign passengers who are to travel from certain countries to the Destination Country to take nucleic acid and other tests and to comply with other requirements before travelling. To confirm

the authenticity of test result notifications presented to a Destination Country's regulatory authorities or agencies, some Destination Countries require DnaNudge to report results and other personal data to them. Before a COVID-19 test is carried out Customer's must give express consent to DnaNudge reporting their COVID-19 test(s) results and providing such other personal data as the government or governmental agencies of a Destination Country may require confirming the authenticity of their test(s) result notification.

Further details regarding our processing of the Subject's and the Customer's personal data are provided in our privacy policy statement: <https://www.dnanudge.com/v6/uploads/files/Privacy-Policy-for-CovidNudge-testing.pdf>.

INFORMATION YOU PROVIDE TO US

It is your responsibility to ensure that all information including personal details of yourself and/or the Subject provided to us in connection with the Service are true, accurate and up-to-date. You must not provide any false or misleading information and it is your duty to correct any information which you believe to be inaccurate.

YOUR AND THE SUBJECT'S RESPONSIBILITIES

A COVID-19 test is only one aspect of healthcare and public health. If you or the Subject have symptoms that could suggest that you contracted COVID-19, regardless of the test result medical advice should be sought and the Subject must follow NHS and government guidelines including in regard to self-isolation.

If the Subject tested positive:

A positive result means the Subject had coronavirus when the test was done and must self-isolate.

If the Subject had a test because he or her had symptoms, the Subject should keep self-isolating for at least 10 days from when the symptoms started.

If the Subject had a test but has not had symptoms, he or she should self-isolate for 10 days from when the test was conducted.

Anyone living with the Subject, and anyone in his/her support bubble, must self-isolate for 14 days from when the Subject starts self-isolating.

Unclear, void, borderline or inconclusive test result:

An unclear, void, borderline or inconclusive result means it is not possible to say if the Subject had coronavirus when the test was done. The subject should get another coronavirus test as soon as possible if this happens.

If the Subject took the test because he/she had symptoms, they must keep self-isolating and have another test within 5 days from when the symptoms started.

If the Subject is not able to have another test in time, he/she must self-isolate for at least 10 days from when the symptoms started. Anyone living with the Subject, and anyone in his/her support bubble, must self-isolate for 14 days.

If the Subject had a test but has not had any symptoms, they do not need to self-isolate while waiting to get another test. People you live with, and anyone in the Subject's support bubble do not need to self-isolate.

WHERE YOU ORDER THE TEST FOR SOMEONE ELSE

If you order the Service from us for the benefit of another person (except in the case of a parent or legal guardian ordering the Service for a child under 16 or for a person under their guardianship):

- (a) you acknowledge that the test will only be performed on condition that the Subject signs the information and consent form;
- (b) you understand that the test results will be provided to the Subject, not to you, unless the Subject requests that the results are provided to you in which case we will act on the Subject's written instructions;
- (c) you will be liable to the cost of the test if it is taken by the Subject.

USE OF THE SERVICE

The Service is provided for personal healthcare purposes.

Unless arranged and agreed in advance with us, the use of the Service for any commercial or research purposes (including in order to conduct any surveys or to collect any statistical data) is strictly prohibited.

Without limiting the generality of the foregoing, any of the following is strictly prohibited and may result in the immediate termination of the Service without liability or refund of the charges and may be reported to relevant authorities:

- the unlawful use of the Service or its use for unlawful purposes including the testing of persons without their express informed consent (or the consent of their legal guardians);
- the provision of misleading or inaccurate information to us in connection with the Service;
- the use of the Service for the purpose of developing, providing or carrying out any service or business targeting third parties (including a business or service targeting Subjects) or its use for the purpose of generating any revenue.

OUR RIGHT TO REFUSE TO CONDUCT THE TEST

We shall be entitled to terminate the Service by written notice to you if you are in breach of these Terms and Conditions including in any event that you or the Subject provide us with false or misleading information in connection with the Service. We may also terminate or suspend the Service and may withhold test results if for any legal reasons we are prevented from delivering the Service. If we do so, with no fault of yours or the Subject, you may be entitled to a refund of all or some of the charges payable for the Service.

We may refuse to carry out the test and may discontinue the testing process if the Subject is uncooperative, disruptive, violent, threatening or unable to provide the sputum sample or if for similar reasons the Subject's conduct is objectionable. You will not be entitled to a refund of the charges in such circumstances and we are entitled to charge you even if the test has not commenced or was discontinued for those reasons.

ELECTRONIC COMMUNICATIONS AND ACCESS CONTROLS

The results of the test will be provided to the Subject via an email address provided by the Subject. It is the Subject's responsibility to ensure that the email address is correct and that the account is secured and accessible only to the Subject or with his/her authorisation.

Any password or access code or account credentials we may issue to you or the Subject in connection with the test results is personal and it is your/the Subject's responsibility to protect such information and keep it secure. Passwords and account credentials must not be shared with anyone else. The security of the test results is dependent on your/the Subject's compliance with this requirement.

OUR INTELLECTUAL PROPERTY

You and Subject do not acquire any right or licence in relation to any of our intellectual property rights relating to the Service including (without limitation) inventions, know-how, copyright materials, patents, processes, software, images, designs, trade mark, trading names or the get-up of our products and services ("**Company IP**") and no such rights should be implied from your/the Subject's use or purchase of the Service.

Without derogation from the foregoing, we retain the right to collate, aggregate and analyse in the course of or in connection with the provision of the Service data relating to the use of the Service by Subjects including results of tests and information (in anonymised or pseudonymised form) relating to the Subject including all testing data and results obtained from samples collected from Subjects in the course of providing the Service ("**Service-Generated Data**") and all such data and any analysis, research, estimates, models, illustrations, summaries, approximations and statistical information created or compiled by or for the Company based on such data and any intellectual property rights in such data is and shall remain the sole property of the Company.

We reserve the right to use, process, reproduce, communicate to the public, package, sell, license, rent or hire to any person, for any purpose whatsoever including, but not limited to, for the purpose of analysis and market research any Service-Generated Data and other Company IP and to generate, reproduce, communicate, license and distribute any aggregated data, analysis, research, statistics and other derivative content based on such data, provided that any such data will be anonymised and will not be published or disclosed to any person in a form that discloses a link to any identifiable living individual.

WARRANTIES AND DISCLAIMERS

We warrant to you as follows:

- we have the right to provide the Service and to permit you to use of the Service; and
- we will use commercially reasonable efforts to provide the Service and to make available the test results to the Subject (or, in the case of children, to a parent or guardian) in a secure manner as part of the Service.

Other than the warranties, representations and covenants expressly set out in these Terms and Conditions, the Company gives no warranty nor makes any representation in relation to the Service, the testing devices or the test results and we expressly disclaim to the fullest extent permitted by law, and you agree to waive, any and all representations and warranties relating to the Service, the testing devices or the test results that may be implied by these Terms and Conditions, by custom or by law or otherwise and which are not expressly set out in these Terms and Conditions, including any implied warranties of quality, merchantability, title or entitlement, fitness for a particular purpose, non-infringement of third party intellectual property, the ability to achieve a particular result or functionality, including any warranty or representation that the Service or information provided through the Service will be uninterrupted or error free, and all such implied terms or warranties are excluded.

LIMITATIONS ON LIABILITY

You acknowledge and agree as set out below:

- save as provided in the last paragraph of this section, the Company will have no liability, in contract, negligence or otherwise, for any damage, loss or liability arising from your or any Subject's reliance on or use of the Service or the test results;
- except if we are in breach of an express warranty under these Terms and Conditions, save as provided in the last paragraph of this section, the Company shall not be liable to you or any Subject, either for breach of contract or under any implied warranty or other grounds, and you waive any claim against the Company or its affiliates, employees, officers or subcontractors relating to or arising out of:
 - any disruption to the Service howsoever arising;

- the loss or corruption of any data, samples or test results;
- errors or inaccuracies in test results or in the operation of the Service;
- in the absence of or negligence on our part, security breaches affecting the Service, third party interception of electronic communications, or any unauthorised access to or misuse of computer systems,

but we will allow the Subject to re-take the test at no extra charges, or alternatively will refund the charges for the test, if due to our own fault the original test results or the sample have been lost, contaminated or corrupted or the Service was otherwise disrupted after the test was taken.

If the Customer orders the Service in the course of or in connection with a business or in any event if the Customer is a legal entity or a trader acting in the course of trade, you acknowledge and agree as set out below:

- Save as provided in the last paragraph of this section, we shall not be liable to you in connection with the Service or these Terms and Conditions either for breach of contract, misrepresentation or negligence or under any warranty (express or implied), for any indirect or consequential losses, or for punitive or exemplary damages, or for any loss of profits, interest, future business revenue, anticipated savings or business goodwill, or for any loss or corruption of data (in each case whether such loss is direct or indirect or consequential), even if we are advised in advance of the possibility of such loss;
- Save as provided in the last paragraph of this section, our maximum aggregate liability for any single event (or a series of related events) giving rise to a claim in connection with these Terms and Conditions or the Service, either for breach of contract, misrepresentation or negligence, shall be limited to an amount equal to the charges payable in connection with the Service.

Notwithstanding anything to the contrary in these Terms and Conditions, nothing in these Terms and Conditions shall operate to exclude or restrict our liability for death or personal injury resulting from our negligence, our liability for fraud or fraudulent misrepresentation by us, or any liability that cannot be limited or excluded by law.

CANCELLATION RIGHT

If you purchase items (“**goods**”) for the Service online you may have the right to cancel your purchase within 14 days of the date of purchase without giving any reason.

The cancellation period will expire 14 days after delivery of the goods and 14 days after your purchase of the goods for our Service.

To exercise the right to cancel, please access our website at <https://www.dnanudge.com>. Alternatively you can write to us before the cancellation period expires at DnaNudge Limited, Level 11, The Translation And Innovation Hub, Imperial College White City Campus, London, England, W12 0BZ, or to our email address customerservices@dnanudge.com stating that you wish to cancel your purchase. You may use the attached model cancellation form, but it is not obligatory.

EXCEPTIONS TO THE RIGHT OF CANCELLATION

The right of cancellation does not apply to goods which are unsealed by you after delivery. Accordingly, you must not open the sealed envelope in which test kits are delivered if you wish to obtain a refund.

EFFECTS OF CANCELLATION

If you cancel your purchase of goods within the 14 day cancellation period, except as provided below, we will reimburse you for all payments received. Where relevant, the refund for the purchase of goods will include the delivery charges (except for any supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

You must send the goods back to us at DnaNudge Limited, Level 11, The Translation And Innovation Hub, Imperial College White City Campus, London, England, W12 0BZ, unless we choose to collect them from you, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the purchase of the goods to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods to us.

We may make a deduction from the refund payable to you, for loss in value of the goods supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Subject to the above, we will make the reimbursement without undue delay, and not later than-

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will refund the purchase price to you using the same means of payment that you used for making the payment to us, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund. We may withhold the refund relating to the purchase of goods until we have received the goods back or you have

supplied evidence of having sent back the goods, whichever is the earliest.

FORCE MAJEURE

We will not be in breach of these Terms and Conditions nor shall we be liable to you for any failure, error or delay in delivering the Service or the test results or under any warranty where such delay, error or failure arises from or is attributable to matters beyond our reasonable control (“**Force Majeure Event**”) including an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, any failure or delay on the part of a third party supplier, industrial action or strike, power cuts, electronic or communication network breakdowns, government action, regulatory requirements changes in the law or any order of a court including any circumstances relating to the COVID-19 pandemic or any other epidemic or pandemic or their consequences.

COMPLAINTS AND CONTACT INFORMATION

If you wish to make a complaint or have other queries relating to the Service, please write to us to the following address: DnaNudge Limited, Level 11, The Translation And Innovation Hub, Imperial College White City Campus, London, England, W12 0BZ, or by email to: customerservices@dnanudge.com.

NO SPONSORSHIP

The Service is provided by the Company. They are not sponsored or approved in any way by any channel of distribution through which they are distributed or made available to Subjects (such as any retail or other third party facility where the tests are carried out).

GENERAL

If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of these Terms and Conditions.

A person who is not a party to this Agreement shall have no rights to enforce the provisions of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999.

No omission or delay in exercising any of our rights, powers or privileges hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.

These Terms and Conditions constitute the entire agreement between you and us and supersede all other agreements, statements, representations, letters and other arrangements in relation to the subject matter hereof. You acknowledge that you have not relied on or been induced to use or purchase the Service or accept these Terms and Conditions by a representation other than those expressly set out in these Terms and Conditions. This clause does not affect our liability in respect of a fraudulent misrepresentation.

These Terms and Conditions are governed by English law and you submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute between you and us arising out of the Service including claims on non-contractual grounds. The foregoing shall not restrict any right under mandatory law (if applicable) to bring proceedings in your own jurisdiction if you purchase the Service in any country other than England.

Model cancellation form

To:
DnaNudge Limited
Level 11, The Translation And Innovation Hub
Imperial College White City Campus
London
W12 0BZ

<https://www.dnanudge.com>

I/We hereby give notice that I/We* cancel my/our* contract of sale of the following goods and/or for the supply of the following services*:

Order number*

Ordered on*

Received on*

Name of consumer(s):

Address of consumer(s):

.....

.....

.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:

* Delete/complete as appropriate