

## REGISTERED USER AGREEMENT

This Registered User Agreement ("**Agreement**") sets out the terms and conditions upon which Precision Medicine International Limited ("**PMIL**") provides genomic testing and analysis, medical, nutritional, exercise and sports programs and other related services and materials to persons who are registered with PMIL ("**Registered Users**", "**you**" or "**your**") via the PMIL website at xyleap.com ("**Website**") and xyanalytics.co.nz ("**Website**").

### Our services

1. Subject to your compliance with the terms of this Agreement, PMIL will (either directly or through our subcontractors) provide the following services:
  - a. process, and extract DNA from, your saliva sample, buccal swab, blood or another cell sample that satisfies PMIL sampling requirements ("**Sample**"); or after uploading raw DNA data from an internationally accredited service provider, PMIL will:
    - i. conduct genetic testing of your DNA to detect specific informative genetic biomarkers that medical and scientific literature have identified as relating to wellness, nutrition, sport and exercise performance, adverse drug reactions, and risk of disease or injury; and
    - ii. analyse, compile and make the results of PMIL testing and analysis ("**Genetic Results**") available to you in the Registered User login area of the XY Leap Website ("**Registered User Area**"), ("**Genetic Services**");
  - b. provide exercise, medical and nutritional recommendations via the XY Leap Website based on the Genetic Results and information about your health, well-being and family history that you have provided using the Registered User Area;
  - c. provide aggregated Genetic Results from groups of Registered Users in de-identified form and allow you to compare your Genetic Results with those aggregated results on the XY Leap Website;
  - d. provide a platform for Registered Users to request to purchase access to the Genetic Results of other specific consenting Registered Users;
  - e. provide an exchange for Registered Users to share their Genetic Results and other information with other Registered Users at a nominated price where they have specifically consented to be identifiable and to such sharing and disclosure; and
  - f. provide other associated services from time to time, (together, the "**Services**").
2. The Services are only available to, and may only be used by, individuals who can form legally binding contracts. The Services are not available to individuals under the age of 16 unless the Services under this Agreement are obtained by a legal guardian on behalf of that individual.
3. Your use of the Services will be governed by this Agreement and the Privacy Policy. The [Privacy Policy](#) sets out how PMIL will use, store, disclose and destroy Samples and Genetic Results, registration and payment information, website data and other Personal Information about you and your rights to access and correct your Personal Information. If any of the terms of this Agreement are inconsistent with those in Privacy Policy, the terms of this Agreement will prevail.

### Becoming a Registered User

4. You acknowledge that you have read and agree to the PMIL Privacy Policy. You agree to the terms of this Agreement and our [Privacy Policy](#) by completing the registration details on the 'Sign-up' page of the XY Leap Website, by clicking the tick box to confirm that you agree to the terms of this Agreement or by submitting a Sample or otherwise using any of

the Services. You must accept these terms and become a Registered User in order to receive your Genetic Results.

5. PMIL does not accept plucked hair, used toothbrush or cotton buds or other samples that PMIL consider may have been collected without permission.
6. PMIL may decline to accept you as a Registered User of the Services for any reason and PMIL is not obliged to state a reason.

#### **Risks associated with using the Services**

7. You acknowledge and agree that:
  - a. your Genetic Results may provide you with information that you do not anticipate and that you cannot 'unlearn';
  - b. your Genetic Results may indicate that you may be predisposed to a condition, disease or disorder;
  - c. if Genetic Results include a positive screening result that suggests that you may be predisposed to a condition, disease or disorder, this does not mean that you are guaranteed to develop that condition, disease or disorder. Other genes and environmental and lifestyle factors also play a role in the development of disease;
  - d. if Genetic Results include a negative screening result that suggests that that you may not be predisposed to a condition, disease or disorder, you may still have or develop that condition, disease or disorder. The tests PMIL perform are designed to detect only specified genetic biomarkers previously identified in the scientific and medical literature that are associated with wellness, exercise performance or a condition, disease or disorder. Other genes, environmental, behavioural and lifestyle factors also play a role in the development of disease, athletic performance and wellness;
  - e. further testing may be needed to confirm your Genetic Results and/or diagnose any existing conditions, diseases or disorders or your propensity to develop conditions, diseases or disorders;
  - f. the Service is not a substitute for medical advice. You may request PMIL to send your Genetic Results and any other personal health information to your doctor, genetic counsellor or trained health care professional. Only a doctor or trained health care professional can advise you on your current health and the diagnosis of any medical condition, disease or disorder. If you have any concerns or questions regarding your Genetic Results, you agree that you will discuss DNA-based screening and/or the Genetic Results with your doctor, genetic counsellor or other health professional;
  - g. your Genetic Results may not be able to be interpreted or of unknown significance. Genetic research is not comprehensive and scientific knowledge in this area is constantly evolving and developing;
  - h. PMIL's Genetic Services may be unable to identify an abnormality that may exist in your genes because of a number of factors including:
    - i. the current lack of knowledge in the scientific community of the complete gene structures;
    - ii. an inability of the current technology to identify certain types of changes (mutations) in these genes;
    - iii. the abnormality or mutation may occur in an alternative gene; and
    - iv. PMIL tests are not designed to detect all genetic abnormalities or predispositions but are focused on detecting specific informative biomarkers that medical and scientific researchers have identified relating to wellness, nutrition, pharmacology, medical diseases, injuries, and sport and exercise performance;

v. PMIL Genetic Services may not generate accurate results, such as where there has been contamination or degradation of your Sample, technological problems or statistical errors based on probabilities, or raw DNA data from another internationally accredited service provider has been uploaded;

vi. if you disclose your Genetic Results to another person, those Genetic Results may potentially be used by a third party against your interests; and

vii. your Genetic Results may affect your ability, and the ability of your family members, to obtain some types of insurance (such as life insurance or health insurance). Insurance companies may ask to receive a copy of your Genetic Results from you or your doctor or healthcare professional. Fraudulently misrepresenting that you have no knowledge of existing medical conditions may result in you being unable to claim under an insurance policy and/or result in legal proceedings being brought against you. Your data is anonymized within the XY Leap database so PMIL is unable to provide your Genetic Results to insurance companies.

8. You acknowledge that you should not undertake any exercise, medical or nutritional recommendation that PMIL provide without seeking medical advice if you have a heart condition, are pregnant, have been prescribed medications or received contrary advice by a registered medical practitioner, or suffer from any debilitating diseases or illness. If you are in doubt, consult your doctor or health professional. You acknowledge that reliance on any exercise, medical or nutritional recommendation obtained through using the Service is at your own risk and PMIL will not be responsible for any consequences or adverse results arising from you relying on, or following, any exercise, medical or nutritional recommendation that PMIL provide.

#### **Access**

9. You are responsible for all activities that occur under your account. You agree to maintain the security of your login information, the unique number provided to you to identify your Genetic Results (if applicable) and password for the Service and notify PMIL immediately of any unauthorized use of your account.
10. PMIL reserve the right to modify, suspend or terminate access to the Registered User Area, the Service or the availability of any Genetic Results or other content on the XY Leap Website at any time for any reason, without notice or refund. This includes the right to require you to change your login identification code or password. PMIL also reserve the right to delete all Genetic Results and program and data files associated with your account and/or other information you have on PMIL's system.

#### **Obtaining Genetic Services**

11. In order to provide a Sample and obtain Genetic Services, you will need an XY Leap Testing Kit (or authorized equivalent). PMIL will not process Samples unless you have purchased or received, and provided a Sample in accordance with, PMIL official XY Leap Testing Kit.
12. PMIL may be unable to process, or obtain Genetic Results from the analysis of, any Sample provided to PMIL, such as where the Sample includes an insufficient volume of DNA or is contaminated. No refund will be payable where PMIL is unable to process, or obtain useful Genetic Results from a Sample under this clause 12. However, if PMIL is unable to process a Sample as a result of a defect in the XY Leap Testing Kit provided to you, PMIL will provide a replacement XY Leap Testing Kit.
13. PMIL may refuse to process any Sample or provide Genetic Results to you for any reason in PMIL's sole discretion, including where you have not become a Registered User, have not attached the unique identifying number provided by PMIL to your Sample or are found to be providing another person's sample or are otherwise in breach of this Agreement. PMIL may refuse to process any Sample or provide Genetic Results to you for any reason in PMIL's sole discretion after you upload raw DNA data obtained from an

internationally accredited service provider. No refund will be payable where PMIL refuse to process Genetic Results from a Sample or uploaded DNA data under this clause 13.

14. Scientific knowledge is continually evolving and new clinically significant associations for genetic data are likely to be published over time and incorporated into the Genetic Services. PMIL will update information available to Registered Users that are subscribed to the Genetic Services over time based on the testing that was carried out on the original Sample. PMIL may change the tests that PMIL performs in the future and additional analysis may become available for purchase. If you require future additional DNA testing, you will need to purchase a new XY Leap Testing Kit (or authorized equivalent) and provide a new Sample to have the Genetic Services re-performed.
15. Details of medical practitioners outside of New Zealand that are Registered Users may be provided to you to provide further analysis in your Genetic Results. An additional charge may be incurred for each subsequent analysis. PMIL select only reputable companies to provide additional data analysis but hold no responsibility for the accuracy of their interpretation or advice.

### **Disclosing Genetic Results to other Registered Users**

16. Some Registered Users ("**Identified Users**") may elect to make some of their Genetic Results available to other Registered Users through the Website by setting an access purchase price in the Registered User Area and otherwise following the directions set out in the Website. The purchase price will include a services charge as specified on the Website which will be retained by PMIL. Identified Users may withdraw the availability of their Genetic Results for access by other Registered Users by editing their profile information in the Registered User Area. Individuals under the age of 16 cannot become Identified Users.
17. As an Identified User, you may grant or decline to grant access to some of your Genetic Results to another person. If you grant access to your Genetic Results, you grant the recipient a perpetual, irrevocable right to view and compare your available Genetic Results using the Service. While PMIL require all Registered Users to agree to the terms of this Agreement, you acknowledge and agree that PMIL provide no guarantee that other Registered Users will keep your Genetic Results confidential or will not use your Genetic Results in certain ways.
18. You may request access to an Identified User's Genetic Results in the Registered User Area. If that Identified User accepts your request and grants such access, you will be redirected to a website to make a payment for such access at the price set by that Identified User. Upon receiving payment, PMIL will disclose the requested Identified User's Genetic Results to you in the Registered User Area.

### **Payments**

19. To purchase an XY Leap Testing Kit or access to an Identified User's Genetic Results (subject to consent being granted under clause 16 above) or any Service, you must pay PMIL the applicable amount specified on the Website using an accepted credit card through the XY Leap Website.
20. PMIL reserve the right to change PMIL's standard fees at any time. PMIL may correct pricing errors at any time.
21. If you are an Identified User and have granted access to another Registered User to access your Genetic Results for a fee, PMIL will pay you the nominated fee less PMIL's services charge, any amount payable by you to PMIL at that time and any withholding tax or other amount PMIL is required by law to withhold or deduct. You are responsible for all tax deductions or payments that apply in respect of your revenue received under this Agreement in accordance with relevant tax laws.

22. Once you have accrued at least \$20USD of revenue in your account from sharing your Genetic Results, you may request PMIL to pay you using the Registered User Area. Payments will be made using the credit card registered to your account with PMIL. You must have a credit card registered with your account to be able to receive payments.

#### **Use of Genetic Results for research and in a de-identified format**

23. You grant PMIL a perpetual, irrevocable, royalty-free, transferable sub-licence to publish, provide, reproduce and permit other Registered Users, research institutions and commercial partners to access your Genetic Results but only in a way that ensures that you are unable to be identified from such Genetic Results. You will not be entitled to receive any compensation from any research or resulting use of your Genetic Results under this clause 23.

#### **Term and termination**

24. This Agreement will continue until terminated in accordance with its terms.
25. You can terminate this Agreement by deleting your account in the Registered User Area. If you delete your account and then wish to re-register, you may be required to pay a new subscription or sign-up fee, as specified on the XY Leap Website. You should request payment of any revenue owing to you before terminating.
26. PMIL can terminate this Agreement at any time upon giving five days' notice to you using the e-mail address registered to your account.
27. PMIL can also terminate this Agreement with immediate effect by giving notice to you using the e-mail address registered to your account if you fail to comply with the terms of this Agreement.
28. Upon termination of this Agreement, your rights to use the Services will automatically terminate and you must immediately cease using the Service. PMIL may retain a copy of Genetic Results and personal information provided to us in accordance with the Privacy Policy.
29. Clauses 3, 7, 8, 9, 10, 12, 13, 15, 17, 22, 23, 25 to 44 and 46 to 51 survive termination of this Agreement for any reason and all rights and remedies accrued before termination or expiration will continue to apply.

#### **Your representations, warranties and other obligations**

30. You represent and warrant to PMIL that:
- a. you are at least 16 years of age;
  - b. you have full capacity to enter into this Agreement;
  - c. you have reviewed, and agree to be bound by, the Privacy Policy;
  - d. all Samples that you provide are samples of:
    - i. your own saliva or cells; or
    - ii. the saliva or cells of a child under the age of 16 in relation to who you are the legal guardian and who has consented to your taking that sample; and
    - iii. you will not attempt to obtain genetic testing or analysis of a sample or DNA of any other person. For the avoidance of doubt, where you provide a Sample of a child, in relation to who you are the legal guardian, all references in this Agreement to 'your Sample' and 'your Genetic Results' will be deemed to be references to that child's Sample or Genetic Results (as the case may be);
  - e. you will not impersonate another person in using the Service;

f. all information provided in the registration process to become a Registered User on the XY Leap Website, or as subsequently updated, is true, correct and accurate. PMIL will not be responsible for any matter arising as a result of your providing PMIL with incorrect, inaccurate or out of date information;

g. you are not an employer or insurance company seeking to use PMIL's Service to obtain Genetic Results or Personal Information of an employee, customer or prospective customer;

h. you accept all risks and potential consequences of receiving Genetic Results and relying on recommendations provided by PMIL, including those discussed in clause 7;

i. you will not use the Service for any illegal or fraudulent purpose; and

j. any credit card information that you supply is true, correct and complete and you are the cardholder or are authorized by the cardholder to make payment using that credit card.

#### **Disclaimer of warranties and limitation of liability**

31. Where applicable laws do not allow warranties or terms to be excluded or liability to be limited, some of the below disclaimers and limitations may not apply to you and you may have additional rights. None of the exclusions or limitations in this Agreement will have the effect of limiting or excluding any liability to the extent such liability cannot be limited or excluded under applicable law.
32. Subject to clause 31, you acknowledge and agree that the Services, Genetic Results, recommendation, or other output of any Services and content on the XY Leap Website is provided 'as-is' and 'as available' and your use of the Service, Genetic Results, outputs and content is conducted entirely at your own risk. PMIL make no representations or warranties as to the availability, operation or security of the Service, that the Genetic Results outputs or content on the XY Leap Website is accurate, free of defects or will meet your requirements or that any recommendations or programmes provided to you are, or will continue to be, medically sound or will have positive results. The Genetic Services are carried out using PMIL's identification of possible informative biomarkers (such as single nucleotide polymorphisms, indels, copy number variation and DNA sequence data) based on current scientific research, processes and technology. You acknowledge and agree that medical and scientific knowledge of health issues is always changing and that PMIL may vary the processes and nature of the genetic testing carried out from time to time without notification to Registered Users.
33. Subject to clause 31, you acknowledge and agree that, except as expressly provided in this Agreement, PMIL give no warranties in relation to the subject matter of this Agreement, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result. You acknowledge that:
  - a. you do not enter into this Agreement in reliance on any representation, warranty, term or condition except as expressly provided in this Agreement; and
  - b. any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
34. To the extent permitted by applicable law and subject to clause 31, PMIL's maximum liability to you arising out of any and all claims under this Agreement, or relating to the Sample that you provide or the Genetic Results, recommendations or programmes that you receive for the Service, will not in any circumstances exceed \$50 USD.
35. To the extent permitted by applicable law and subject to clause 31, in no event will PMIL be liable (whether in contract, tort including negligence, or otherwise) to you for:

a. loss of revenue or profit, loss of anticipated savings, loss of goodwill or opportunity, loss of production, loss caused by interruption, loss or corruption of data or wasted time; or

b. loss, damage, cost or expense of any kind whatsoever that is indirect, consequential or of a special nature, arising directly or indirectly out of this Agreement, even if PMIL had been advised of the possibility of such damages, and even if such loss, damage, cost or expense was reasonably foreseeable by PMIL.

### **Indemnity**

36. You agree to at all times indemnify and hold PMIL and any of PMIL's officers, employees, directors, shareholders and agents harmless against all liability, claims, losses, damages, costs (including legal costs) and other expenses of any nature whatsoever awarded against, incurred or suffered by PMIL and any of PMIL's officers, employees, directors, shareholders and agents arising out of or in connection with any use of Genetic Results by you or any use of the Service or Website under your account or arising from any breach by you of this Agreement.

### **Use of Website Content**

37. You acknowledge and agree that:

a. all copyright, trade marks, database rights, trade secrets and other intellectual property rights in the XY Leap Website content ("**Website Content**"), are owned by PMIL or PMIL's licensors;

b. the information displayed or available on the XY Leap Website is of significant commercial value to PMIL or PMIL's licensors; and

c. except as expressly stated in this Agreement, no right or licence is granted to you in relation to the Website Content or any intellectual property rights in such Website Content.

38. You may print copies of any materials that PMIL provides to you and use the Website Content for your own personal wellness, nutrition, sport and exercise performance, and medical purposes. You may not otherwise in any form or by any means:

a. copy, adapt, reproduce, store, perform, publish or create any derivative works from any part of the XY Leap Website content;

b. deface or remove any copyright notices or trade marks in any Website Content downloaded or copied by you from the XY Leap Website;

c. commercialize or on-sell any Website Content or compile or extract any Website Content for the purpose of making such information available to others with a view to a profit or for a fee or other consideration; or

d. use any trade mark in a manner that is reasonably considered by PMIL, or PMIL's licensors, to be a misuse or appropriation of that trade mark.

39. PMIL is not responsible for any content or information on any website that is linked to the XY Leap Website (including any content or information on any website of any advertiser or Registered User), as PMIL has no control over such websites. PMIL includes such links for your convenience and you should not consider such linking as an endorsement by PMIL of any business, product, service or information on that website.

40. You will be responsible for your use of any information on or from any website linked to the XY Leap Website. You should make your own investigations as to the quality and usefulness of all such information.

41. PMIL is not responsible for the conduct or performance of any advertisers or the quality, suitability, safety, legality or availability of any of their products or services.

### **Website integrity**

42. You must not attempt to:
- a. damage, interfere with or harm the XY Leap Website, or any network or system underlying or connected to our Website, in any way whatsoever;
  - b. amend any information contained on the XY Leap Website, unless you are expressly permitted by PMIL to do so; or
  - c. reverse engineer or recompile the XY Leap website or any software comprising or underlying the XY Leap Website.

### **Governing law**

43. This Agreement shall be governed by, and must be interpreted in accordance with, the laws of New Zealand. You agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.
44. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply.

### **Amendments to this Agreement**

45. PMIL may make changes to this Agreement and PMIL's Privacy Policy from time to time, and you agree to be bound by such changes. If PMIL makes such changes, PMIL will notify you by posting notice of the update in the Registered User Area and the changes will be effective immediately (unless stated otherwise). You are responsible for reviewing the XY Leap website regularly to obtain timely notice of any such changes. If you do not agree to the terms of this Agreement or the PMIL Privacy Policy, as amended and updated from time to time, do not use the Service.

### **General provisions**

46. This Agreement, together with the [Privacy Policy](#), comprise the entire agreement between PMIL and you and supersede any prior agreements, representations, understandings or undertakings between PMIL and you relating to the subject matter of this Agreement.
47. PMIL's failure or delay in the exercise of any right or remedy PMIL may have under this Agreement will not be construed or operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
48. If any part of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force and effect apart from such provisions, which will be deemed deleted.
49. You agree that PMIL may assign, transfer or novate this Agreement to another person without your consent. You may not assign, transfer, novate or sub-license this Agreement, or any of your rights under it, without PMIL's prior written consent.
50. You agree that PMIL may deliver all notices under this agreement by e-mail or any other means legally permitted under New Zealand law. You may change or update your registered e-mail address at any time in the Registered User Area. PMIL's e-mail address is [info@xyleap.com](mailto:info@xyleap.com).
51. PMIL is not the agent or partner of you and you are not PMIL's agent or partner. Neither party may make any commitments on the other's behalf, nor represent that PMIL has authority to commit the other party.