

Genebox – Important Information Notice

Things I Need To Know

Genetic testing is a rapidly developing science with exciting opportunities to learn so much more about ourselves. It is very important that the results are understood in the correct context. We provide you with your information in a way that represents a starting point to understanding more about yourself. These results are based on the current state of the art and contain complexities that are occupying some of the most brilliant minds on the planet. If you wish to delve deeper at any time into finding out more, of course you will need expert guidance and we will certainly assist you with this. Before you decide to take your test, you need to be aware of some possible risks and limitations inherent in the process that are set out below.

Unexpected Information

For some, in occasional cases, results could contain information which comes as a surprise or a shock. For instance, the results could reveal a likelihood of developing a serious condition. In rare cases, this may be a condition for which there is no treatment currently available, which in extreme cases could even be life-threatening. Early knowledge of this information could be vitally important in making lifestyle choices, exploring possible treatments to mitigate such and potentially improve actual health outcome.

Test results may also reveal sensitive issues or information previously unknown in relation to parentage or adoption.

Talk to your Doctor

Some people may feel anxious, depressed or even angry about their results. We strongly recommend that you discuss your results with your Doctor as soon as you receive them. If you prefer, we can arrange to have your results sent directly to your GP, who can help you understand your results in a proper context. Even your Doctor will not have all the answers but should be able to help you identify where to find further information that you may wish to know.

Not a Substitute for Medical Advice

We provide factual information about your genetic make-up. **THIS SERVICE DOES NOT CONSTITUTE NOR DOES IT PURPORT TO BE MEDICAL ADVICE.**

While great care is taken, please be aware that no results can be guaranteed to be 100% accurate and the existing understanding is constantly evolving at a rapid pace. Results are informative but should never be considered as absolute. Diseases are caused typically by a combination of genetic and non-genetic factors (including your lifestyle, your environment and chance) and your genetic risk profile cannot reveal the full picture. It is not possible to assess with complete certainty how extensively, if at all, that you may be affected by any of the conditions identified in your report. The results will make you better informed. Again, we always recommend seeking medical advice if you wish to understand more about anything indicated in your results, positive or negative.

Our service is based on the current state of knowledge about genetics and your results could change as knowledge in this area develops. Though unlikely, errors may occur in the sequencing or analysis of your DNA.

NEVER make any radical changes to your lifestyle or otherwise on the basis of your results without consulting your doctor.

Genetic testing and analysis is not a substitute for seeking medical advice. Even if your genetic report does not disclose any particular genetic risks of a condition or is limited to conditions which are relatively minor in nature, we would recommend that you get regular medical check-ups.

Sharing your Results

If you choose to share your report with family members or others, please bear in mind that any genetic risks of a condition identified in your report may also affect your relatives and cause them distress. The decision to share your results with family or friends is entirely your own. We cannot accept any responsibility or liability for any emotional, financial or other harm whatsoever that may be caused to others if you decide to share your results.

We will never share your personal or genetic information with others including your family members or any other third parties either (i) without your express consent or (ii) in the highly unlikely event that we are legally obliged to do so (which is not expected). Please see our Privacy Statement for more details.

Acknowledgement

By signing up to use our service, you indicate that you acknowledge and fully understand the contents, risks and limitations set out in this notice. If you have any queries or wish to learn more before using this service, please do not hesitate to contact us

Your Genebox Service Team

GENEBOX TERMS AND CONDITIONS

1. Genebox terms

These are the terms and conditions on which we supply services to you. Please read these terms carefully before you submit your order to us.

2. Information about us

2.1 We are Genebox Limited, a company registered in Ireland. Our company registration number is 578870 and our registered VAT number is 03408686QH.

2.2 You can contact us by writing to us by email to help@genebox.me or by post to Genebox c/o Applied Research for Connected Health, Nexus UCD Block 9/10, Belfield Office Park, Clonskeagh, Dublin 4, D04V2N9, Ireland.

2.3 If we have to contact you we will use the contact details that you provided to us.

3. Registering your interest

3.1 We are currently only offering services to customers based in the European Union, where the local laws permit the selling of the service. Unfortunately, at this time, we cannot accept orders from addresses outside of the European Union. If you would like to be updated about our services including when they will become available in your country, please [register your interest](#) and we shall keep you informed.

4. Our agreement

4.1 We accept your order only when we email or write to you to accept it. This creates our agreement with you.

4.2 You must be over the age of eighteen to use our Risk Assessment services. We cannot accept orders from or on behalf of persons under the age of eighteen.

4.3 By placing an order, you confirm that you are at least eighteen years old, that any saliva sample you provide is your saliva, and that you consent to us extracting and sequencing your genetic data from your sample and analysing your sequenced genetic data. If you have legal responsibility for a person and are agreeing to these terms and conditions on their behalf, you confirm these things on behalf of that person.

5. Prices and payment

5.1 The prices for our services and methods of payment are as set out in our current brochure or other promotional material which we may issue from time to time.

5.2 The price of our services includes the cost of delivering the testing kit and returning the kit to us for processing.

6. Your right to change your mind

- 6.1 You have 14 days from the date that you receive the testing kit to cancel your order. If you wish to cancel your order please contact us at help@genebox.me. If contacted within the 14 days, we will refund you the full amount paid. We cannot offer refunds if you notify us of your cancellation after this 14 day period.
- 6.2 We aim to process any refund due within 14 days of your informing us that you have cancelled your order.

7. Testing kit delivery & return

- 7.1 In order to return the testing kit to us, please use the pre-paid return envelope which we will send you with your testing kit. If you did not receive a pre-paid envelope, please contact us at help@genebox.me.
- 7.2 If the seal of the testing kit is broken or you believe that the testing kit is faulty in any way, please contact us at help@genebox.me for a replacement.
- 7.3 If you do not return the testing kit to us within 30 days of receiving it, we will assume that you wish to cancel your order and we will refund you the full amount paid less a deduction of €200 to cover the cost of the testing kit.

8. DNA Sequencing & Analysis

- 8.1 Please allow at least 10 weeks for your report to be sent to you. Unless we have agreed with you a different method of delivery, all reports will be sent by email. If you have not received your report within 12 weeks from the date you posted your DNA testing kit to us, please contact us.
- 8.2 Occasionally, samples may not be useable, for example, a sample may not contain a sufficient amount of DNA. If this occurs, we will contact you and issue you with a new testing kit at no additional expense. In the event that this second kit is also not useable, we will cancel your order and issue a refund within 14 days of cancellation.
- 8.3 All genetic data will be securely sent for storage on the Genebox Database where it will be mapped out in text format (FASTQ format). We (together with our trusted partners) will analyse this data and compile your report.
- 8.4 Once your sample has been successfully sequenced (or in circumstances where your sample was not useable), the test kit and any extracted DNA will be destroyed after 3 months in the laboratory with no further testing.
- 8.5 All genetic extraction and sequencing services will be performed by an approved laboratory. The analysis will be carried out by an approved partner in collaboration with Genebox. We agree to transfer to you the benefit of all warranties and guarantees relating to the extraction services which are given by the particular laboratory or partners.

9. Genetic data storage

- 9.1 Once sequenced, your genetic data will be transferred to and stored indefinitely in the Genebox Database which is held on servers located in the EU
- 9.2 You may request a copy of your genetic data at any time. Please contact us here to arrange this. A fee of €200 may be charged to provide you with these data.
- 9.3 We will not test or analyse (or allow any third party to test or analyse) your data without your prior consent.
- 9.4 Where we transfer your genetic data to third parties neither these terms and conditions nor the Privacy Statement will apply to the third parties' use of the genetic data; the third parties' terms and conditions and privacy statement, if applicable, will apply in place of these.
- 9.5 The Genebox Database is hosted on a server which is ISO 27001 certified. Please contact us at help@genebox.me if you have any queries regarding the security measures used to protect your genetic data.
- 9.6 You may at any stage request that we delete your genetic data from our database by contacting us at help@genebox.me. Deletion of your data will terminate our contract with you and we will have no further obligation towards you under this contract or otherwise. If you

would like to receive a copy of your genetic data on termination, please contact us at help@genebox.me to arrange this. A fee may be charged to provide you with this data.

10. How we may use your personal information

- 10.1 We take your privacy and data protection rights very seriously. We fully respect your genetic data as being at all times your data and we will only use the data in accordance with your instructions. Other than our third party partners who require the data in order to provide the extraction, sequencing and analytic services to you, we never give or otherwise share your personal information with third parties unless legally obliged to do so or unless you ask us to do so. Please see our [Privacy Statement](#) for more information.

11. Warranties

We will ensure that the Genebox database is protected by a level of security which at least meets reasonable industry standards.

12. Liability

- 12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- 12.3 We are not liable for economic or indirect loss or damage of any kind. If you use our Service for any commercial, business or re-sale purpose we will have no liability to you for any loss or damages including, without limitation, any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4 Without affecting clause 12.2, our total liability to you (no matter on what legal grounds you base your claim) shall never exceed the total amount paid by you for the Service.

13. Other important terms

- 13.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if this occurs.
- 13.2 You may not transfer your rights or your obligations under these terms.
- 13.3 This contract is between you and us. No other person shall have any right to enforce any of its terms.
- 13.4 If we need to change these terms in a way which will affect the nature of the services we provide to you, we will let you know in writing.
- 13.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.
- 13.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of this contract, it will not mean that you are no longer obliged to do those things and it will not prevent us taking steps against you at a later date.
- 13.7 These terms are governed by Irish law and except as required pursuant to applicable law, legal proceedings arising out of or in relation to any aspect of our agreement must be brought exclusively in the Irish courts.