

GIMMEGENE LTD. - TERMS AND CONDITIONS

1. CONTRACTUAL RELATIONSHIP

- 1.1. These Terms and Conditions (the "**Terms**") govern the relationship between GimmeGene Ltd., a company incorporated under the laws of the state of Israel ("**GimmeGene**", "**our**", "**we**" or "**us**"), the owner and operator of the website and mobile applications (the "**Platform**") and any individual or entity who request genetic testing services, through the Platform ("**Customer**", "**Customers**" or "**you**").
- 1.2. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and GimmeGene. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.**
- 1.3. This Agreement constitutes the entire agreement between you and us with respect to the use of the Platform and its services, and shall replace any and all other agreements.
- 1.4. GimmeGene may amend these Terms from time to time. Amendments will be effective upon GimmeGene's posting of such updated Terms at the Platform. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. Without derogating from the foregoing, we may prevent Customers from using the Services at our sole discretion.

2. THE SERVICES

- 2.1. The Services constitute a platform that enables Customers to track their orders of laboratory testing services (the "**Tracking Services**") and locate and contact with a laboratories which supply testing services (the "**Market Place Services**") (the "**Tracking Services**" and "**Market Place Services**" shall be together the "**Services**"). In connection with the Market Place Services, the contents of each genetic testing request shall be submitted by Customer via the Platform to the Lab (the "**Lab**" and "**Request**" respectively); following the Request the Lab, by its sole discretion, shall provide an offer to the Customer ("**Offer**"). At the event the Customer accept the Offer via the Platform it will be considered as an Order ("**Order**").
- 2.2. You hereby acknowledge and agree that GimmeGene or its Platform do not constitute a supplier of the genetic testing services. **GIMMEGENE DOES NOT PROVIDE ANY GUARANTEE REGARDING THE IDENTITY, QUALITY AND RELIABILITY OF THE LABS AND SHALL HAVE NO LIABILITY TO ANY OTHER CLAIM IN CONNECTION WITH THE TEST RESULTS AND THE SERVICES PROVIDED BY THE LAB.**
- 2.3. You acknowledge that: (i) different terms, policies, law and regulations may apply to your engagement with the Labs. **GIMMEGENE DOES NOT ENDORSE SUCH LABS' SERVICES AND IN NO EVENT SHALL GIMMEGENE BE RESPONSIBLE OR LIABLE FOR THE QUALITY OF THE SERVICES OF THE LABS;** (ii) any information regarding the Labs is provided solely by the Labs and or other third parties (rating). GimmeGene shall not be responsible or liable for any indirect and incidental damaged in connection with or otherwise resulting from any information provided concerning the Labs; and (iii) GimmeGene neither solicit nor recommend on performing any genetic tests.
- 2.4. GimmeGene cannot authenticate or verify the identity of the Labs, examine or guarantee the level the services offered, or otherwise assure the validity of the transaction proposed. GimmeGene does not provide protection for the interaction of Customers with the Labs who interact outside of the Website/app or that are actively violating our Terms.
- 2.5. It should be stated that all the information about the Labs was provided by the Labs and they are responsible to that information.

3. LOGISTIC SERVICE

- 3.1. GimmeGene may provide through the Platform the Tracking Service, as defined above, this service shall be performed through a third party provider via the Platform (the "**Third Party Provider**") and the Platform shall provide solely mediation services between the Customer and the Third Party Provider.
- 3.2. GimmeGene may provide Logistic Services that consist of coordinating the shipment of samples from the Customer to the Lab by using a courier company or a third party which will contact directly with a courier company, and may fill the shipment forms and facilitate the payment of the delivery (the "**Logistic Service**").

- 3.3. GimmeGene is providing the Logistic Service and the Tracking Service in accordance with the details provided by the Customer. In no event shall GimmeGene be liable for any damages of any kind arising from any fault related to the quality or the virtue of the Logistic Service and the Tracking Service, including but not limited to, shipment manners, shipment content, shipment packaging, broken or delayed delivery of shipment content or any, special, indirect, incidental, punitive and consequential damages. You may use the Logistic Service and the Tracking Service at your own risk.

4. APPROVALS

- 4.1. As part of the Services, the Customer may indicate on the Platform whether Customer received the necessary approvals or consents for conducting the testing services, such as any regulatory approvals, insurance and/or internal approvals (together the "**Approvals**") in order to perform the test.
- 4.2. GIMMEGENE DOES NOT MAKE ANY INVESTIGATION IN RESPECT OF SUCH APPROVALS AND DOES NOT GUARANTEE NOR ASSUMES ANY LIABILITY REGARDING THE RECEIPT OF SUCH APPROVALS BY THE Customer, AS MAY BE DISPLAYED ON THE PLATFORM.

5. CUSTOMER ACCOUNT

- 5.1. **ACCOUNTS.** In order to use the Services, you must register for and maintain an active Customer account, on each customer account there may be multiple users ("**Account**"). Account registration requires you to submit to GimmeGene certain personal information, such as your personal and family name, address, mobile phone number (collectively "**Personal Information**") You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or GimmeGene's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.
- 5.2. **REQUIREMENTS AND CONDUCT.** GimmeGene will not be responsible for any unauthorized use of the Platform by any third party via your Personal Information or business profile. It is hereby clarified that in any case of an unauthorized use of your Account, you will be obligated by any legal actions and transactions made in your name.
- 5.3. You hereby agree to treat all service providers (Labs) with respect and to engage in good faith and lawful activities while using the Services. You hereby agree to comply with all applicable laws when using the Services.

6. LABS' RATING

- 6.1. GimmeGene may, in its sole discretion, provide you from time to time the option to rate the Labs and to give a feedback related to the quality of the services you've received (the "**Rating**"). However, by providing Rating through the Platform, you grant GimmeGene a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Rating in all formats and distribution channels now known or hereafter devised (including in connection with the Services and GimmeGene's business), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.
- 6.2. Customer explicitly warrants and represents that uploading Rating to Platform, in accordance with the terms hereunder, shall not constitute or result in violation of applicable law, including copyright or trademark infringement, violation of privacy, obscenity or slander.
- 6.3. Customer further warrants and undertakes to refrain from uploading Rating which is contrary to public order; harmful to the body, rights or feelings of any person or entity; is misleading, inaccurate or untruthful.
- 6.4. Without derogating from Section 6.3, GimmeGene reserve the right to deny presentation of such Rating and to suspend or remove the Customer.

7. PRIVACY POLICY

- 7.1. In order to provide you with our Services, we will provide the Labs your contact details (i.e. personal or business contact information, name, phone, number) however we will not disclose your private

information or share your contact details to other parties without your consent. Notwithstanding, we are obliged to follow local rules if we are required to do so.

- 7.2. In order to serve you and provide you with relevant offers and/or services, we may share your Personal Information and non-identifiable information with our affiliates.
- 7.3. We may also store non-identifying personal information, such as your IP address, your approximate location, dates you used the Service, and other information which does not identify you and was provided to us through your use of the Services.
- 7.4. Notwithstanding anything to the contrary, GimmeGene shall have the right to collect and analyze non-identifiable data, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning non-identifiable Customer's information and data derived therefrom), and GimmeGene will be free (during and after the termination of the Services) to use such information and data (i) to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and (ii) for any other commercial purposes. Any use of Personal Information for such purposes as described in this section shall be used by GimmeGene solely following Customer's approval.
- 7.5. Like many websites, GimmeGene use "cookies" to collect information. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use cookies for two purposes: first, we utilize cookies to save the identity of the logged-in user and other information for future logins to the Platform; second, we utilize cookies to save non-identifying information to enable certain features of the Platform, to better understand how you interact with the Platform and use the Services and to monitor aggregate usage by users. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions or all functionality of the Platform. Our employees and agents will have access to the information. We may disclose information if required by competent law enforcement authority according to a court order or other legal provision.
- 7.6. In case you feel your privacy was violated in any way, please contact us immediately, and we will examine your complaint.

8. PAYMENT TO THE LABS

- 8.1. You understand that use of the Services may result in charges for the services you received from the Labs you choose. After you accept an Offer, the Lab shall contact you directly. Payment for the services to the Lab shall be made directly to the Labs. GIMMEGENE SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THEREOF.

9. LICENSE

- 9.1. Subject to your compliance with these Terms, GimmeGene grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable license to access and use the Platform, solely in connection with your use of the Services; any right not expressly granted herein, is reserved by GimmeGene and GimmeGene's licensors.

10. INTELLECTUAL PROPERTY

- 10.1. GimmeGene is the owner and/or the licensee of all intellectual property rights (registered and unregistered) in the Platform, and in the material published on it other than any third party intellectual property rights. In addition, the trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Platform are GimmeGene's Trademarks only.
- 10.2. Nothing contained on the Platform should be construed as granting, by implication, or otherwise, any license or right to use any of GimmeGene's intellectual property rights or those of any third party without GimmeGene's express written permission.
- 10.3. You are also advised that we will enforce GimmeGene's intellectual property rights to the fullest extent permitted by law. If GimmeGene decides not to enforce or exercise its legal rights in respect of a breach of its intellectual property rights at any given time, this does not prevent GimmeGene from later exercising or enforcing such rights.

11. RESTRICTIONS

- 11.1. The Customer agrees that he will not provide and/or upload any Personal Information and/or Rating that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by GimmeGene in its sole discretion, whether or not such material may be protected by law. GimmeGene may, but shall not be obligated to, review, monitor, or remove Rating, at GimmeGene sole discretion and at any time and for any reason, without notice to the Customer.
- 11.2. The Customer can use the Platform only for the purpose it is made for. GimmeGene shall not be responsible for any other type of usage.
- 11.3. Any attempt to tamper with, use non-public areas, decipher, decompile, disassemble or reverse engineer the Platform or any software used to provide the Services is strictly prohibited.
- 11.4. Any breach of provisions of this section 11, shall be considered a material breach of these Terms and may result in: (i) the termination of the Customer's registration to the Platform; (ii) permanent exclusion from the use of the Services, and (iii) GimmeGene addressing the relevant legal authorities, in which such offense or offenses is in their jurisdiction. It is hereby clarified that GimmeGene may act against the Customer through all legal means at its disposal in the event of a breach of the provisions of section 11.
- 11.5. Any Personal Information or any information provided in connection with the services shall be on the exclusive Customer responsibility and GimmeGene shall bear no liability with respect to such information.

12. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

- 12.1. GIMMEGENE'S SERVICES AND LOGISTIC SERVICES MAY BE USED BY YOU TO REQUEST SERVICES WITH LABS, BUT YOU AGREE THAT GIMMEGENE HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO SERVICES PROVIDED TO YOU BY THE LABS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.
- 12.2. DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." GIMMEGENE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, GIMMEGENE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. GIMMEGENE DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF LABS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
- 12.3. LIMITATION OF LIABILITY. GIMMEGENE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES AND LOGISTIC SERVICES, EVEN IF GIMMEGENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GIMMEGENE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY LAB. GIMMEGENE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GIMMEGENE'S REASONABLE CONTROL. IN NO EVENT SHALL GIMMEGENE'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE TOTAL AMOUNT RECEIVED BY THE LAB FROM YOU.

13. INDEMNITY

13.1. You undertake to indemnify GimmeGene for any losses or damages resulting from any third party claims or complaints arising from, or in connection with your actions on the Platform, your Activities and/or breach of this Agreement.

14. GENERAL

14.1. These Terms do not create any partnership, employment, agency or other relationship not herein specifically and explicitly agreed. There are no third-party beneficiaries of these Terms.

14.2. You may not assign your rights under these Terms, in whole or in part, to any third party without GimmeGene's prior written consent, and any attempt by you to do so will be null and void.

14.3. Should any part of these Terms be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect.

14.4. Failure by us to enforce any provision of these Terms will not be considered a waiver of the right to enforce such provision. Our rights hereunder will survive any termination or expiration of these Terms.

14.5. These Terms will be governed by the laws of the State of New York.
