

## Important Test Info

Inagene Diagnostics Inc. (Inagene™) provides an online service that requires you to have/use a device with internet access to view your Personalized Insights™ report. Throughout our website, we provide detailed information regarding our process and what you can expect or may experience from our service. Please review this information prior to purchasing. Your placement of an order from Inagene™ Diagnostics Inc. constitutes your acceptance of our Terms of Service.

## Terms of Service

This website and online portal are operated by Inagene Diagnostics Inc. (Inagene™). Inagene™ and Inagene Diagnostics™ are trademarks of Inagene Diagnostics Inc.. Throughout the site, the terms “we”, “us” and “our” refer to Inagene™. Inagene™ offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. For the purposes of these Terms of Service, the Inagene Privacy Notice, and the Inagene Informed Consent Policy, “Service” and/or “Services” shall include the “Assistance Services” (as defined below) and the “Counselling Services” (as defined below).

Please read these Terms of Service carefully before accessing or using our website or online portal. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the online portal or use any of the services offered by Inagene Diagnostics Inc.. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. Shopify Inc. provides Inagene Diagnostics Inc. with the online e-commerce platform that allows us to sell our products and services to you.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your

jurisdiction of residence, or that you are the age of majority in your jurisdiction of residence and you have given us your consent to allow any of your minor dependents to use this service and site.

You may not use Inagene™'s products and services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card or personal health information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card and personal health information is always encrypted during transfer over networks.

Apart from providing others with a copy of/access to your Personalized Insights™ report, you agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify, add features or products to, or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 5 - PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **Counselling Services**

In addition to our regular products, we offer consumers the option to purchase a virtual counselling session with an Inagene™ approved counselling pharmacist to discuss your results (the "Counselling Services"). Our counselling pharmacists are licensed to provide medication counselling services and are educated by us in interpreting your results. Counselling Services are available to be purchased either at the time you are purchasing your kit, or upon receiving your results.

If you have purchased Counselling Services, you will receive a link to schedule your virtual counselling session with the available counselling pharmacists. When your appointment has been scheduled, you will be asked to provide certain information related to past medical conditions, treatments, and medication history. You are not required to provide this information; however, you acknowledge that if you choose not to provide it to the counselling pharmacist, the counselling pharmacist may be restricted in their ability to provide the Counselling Services.

You will also be asked for consent to share your report with the counselling pharmacist that will be providing the Counselling Services. Such consent is voluntary and can be revoked at any time; however, you acknowledge that without access to the report, the counselling pharmacist may not be able to provide the Counselling Services.

You acknowledge that we are only providing consumers with the opportunity to purchase Counselling Services through our store, and that Inagene™ is not providing such Counselling Services. All Counselling Services are provided through counselling pharmacists who are licensed to provide medication counselling, and Inagene™ accepts no liability or responsibility for any information, advice, or guidance that is provided by the counselling pharmacist during the session. Counselling Services are not a replacement for medical advice from your health care provider.

Upon conclusion of your counselling session, you will have the opportunity to give your counselling pharmacist permission to share your results and report with your health care provider. This information is only shared if you instruct the counselling pharmacist to do so.

## **Insurance Reimbursement Claims**

If you purchase and use the Inagene™ pharmacogenetic testing kit the (“Kit”) that is offered for sale through the Service, you may be eligible to submit a claim to your private insurance provider to be reimbursed for a portion of the cost of the kit, the results, and the counselling services. If you wish to submit a claim to your private insurance provider and desire for Inagene to assist you with the process of preparing and submitting your claim (the “Assistance Services”), you will be able to select that option at check-out when you are purchasing the Kit from our Service. If you opt to use the Assistance Services, you will be directed to a separate and secure page to select your applicable insurance provider and find the relevant forms to complete to submit your claim. By choosing the Assistance Services, you acknowledge that we may be required to collect certain information from you, such as the name of your private insurer, and any other information we require to display the correct form, or that you choose to provide to us in the course of receiving our assistance. We may also need to share this information with your selected insurer when assisting you with submitting the claim. We will disclose only that information that is required by the insurer to process your claim. The Assistance Services are completely voluntary, and you are under no obligation to provide any information to us related to your private insurer or claim for reimbursement. The Assistance Services are intended to assist and facilitate claims and encourage more customers to seek reimbursement from their insurers.

## **Reimbursement Feedback**

If you choose to have us assist you in submitting a claim to your private insurer, you will also have the option of choosing to provide us with feedback about your experience using this feature of our Service. If you select this option, a member of the Inagene team will follow-up with you approximately three (3) weeks after your claim has been submitted to ask you about your experience, such as how easy it was to submit the claim, the success of the claim, and the amount of your reimbursement. The feedback you provide regarding your experience will be anonymized, and the amount of information you provide is completely at your discretion. We will use this feedback to improve our Service and continue our work with insurance providers to increase awareness of the benefits of pharmacogenetic testing can have on patients’ overall health.

## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Return Policy.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **Virtual Counselling Services**

We offer consumers the option to purchase Counselling Services from our store. These Counselling Services are virtual sessions with a counselling pharmacist to provide you with information related to the results you receive from Inagene™. If you purchase Counselling Services via our store, you will be provided with (a) a link to schedule your session via the online application Calendy™ and (b) a Zoom.us or other virtual teleconferencing platform secure meeting link and password for you to use to join and attend your counselling session. These virtual counselling sessions are hosted by third parties and you acknowledge that your use of such third party services will be subject to the terms and conditions contained within those services. We accept no responsibility or liability whatsoever for the security of such third party platforms. We will ensure that the Zoom.us (or other teleconferencing application) meeting room has all user-controlled security measures turned on prior to sending the meeting link.

### **Insurance Assistance Services**

We also offer consumers the option of receiving assistance with submitting an insurance claim to third-party private insurers. If you choose to use our Assistance Services, you will be asked to click on a link that will direct you a webpage where you can select your insurer and be directed to the appropriate form

that you will need to fill out and submit to your insurer. The links that you click to be directed to the appropriate form for your third-party insurer are provided by the private insurers themselves, and you acknowledge that your use of such third party links and services will be subject to the terms and conditions contained within those services. We expressly disclaim all liability for the security of such third party websites.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these

Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third- parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Notice. To view go to the [Privacy Notice](#).

## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.



## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or provincial regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Inagene™, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service, the Assistance Services, Counselling Services or the advice, information, and/or guidance provided by counselling pharmacists, or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Inagene™ and our parent, subsidiaries, affiliates,

partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in



accordance with the provincial laws of Ontario and the federal laws of Canada applicable thereto.

## **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [customerservice@inagene.com](mailto:customerservice@inagene.com).

# Privacy Notice

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This Privacy Notice applies to all personal information, including personal health information, collected, used, retained and disclosed by Inagene Diagnostics Inc. (“Inagene™”). Your privacy is Inagene™’s priority.

The objective of this Privacy Notice is to provide an overview of our business and outline our commitment to adhere to the legislative requirements of the applicable privacy legislation in Canada concerning the handling of our clients’ personal information and personal health information. This Policy answers some of your most frequently asked questions and explains how we protect the personal information that you entrust to us.

This Privacy Notice is based on the principles of the CSA Model Code for the Protection of Personal Information (the “CSA Model Code”) and conforms with the requirements of the Personal Information and Electronic Documents Act (Canada) (“PIPEDA”) and other applicable privacy legislation.

## About our test

Inagene™’s Personalized Insights™ test is a pharmacogenetic test developed by Inagene™, a Canadian personalized medicine company that puts consumers first; we believe that people have control over their genetic data and we simply assist with the understanding of how their genetic makeup may affect their response to medications. Our primary focus is to aid consumers and healthcare providers with the selection of the most effective drug therapies.

We appreciate the opportunity to provide our services to you and strive for the highest level of service excellence. An important aspect of Inagene™’s commitment to you is respect for your right to privacy; this entails keeping your genetic data and personal information in strict confidence.

## Our Commitment

Inagene™ incorporates the following principles into our business practices:

### 1. **Accountability**

Inagene™ is accountable to maintain and protect the personal information in our care. We have strict policies and procedures in place for the protection of your personal information, and each and every employee is trained to follow such policies and procedures. There is a designated individual within Inagene™ who is responsible for monitoring our compliance.

### 2. **Identifying Purpose**

When you access our Website, (the “Website”) or become a customer of Inagene™ by signing up for an account and/or requesting one of our services (the “Services”), we will collect your personal information for the following purposes:

- a. to set up and manage the Services that you have requested;
- b. to process your purchase of Counselling Services and to coordinate the scheduling of same;
- c. to assist you in preparing and submitting a reimbursement claim to your private insurer;

- d. to verify your identity and protect against fraud;
- e. to ensure the security and reliability of our Website;
- f. to prevent tampering, damage, and/or misuse of our Website; and
- g. to simplify your use of the secure account area.

With respect to the services provided, Inagene™ is in the business of aiding consumers and healthcare professionals with the identification of the most effective medications for them, based on their unique genetic profile. We facilitate sample collection and testing, and provide access to expert guidance. Thus, Inagene™ will require the collection, use, retention and disclosure of certain personal health information in order to facilitate and provide the services that you have requested.

### 3. **Consent**

Inagene™ will collect, use and disclose your personal information, only with your consent (some of which may constitute personal health information), including your name, address, phone number, e-mail address, date of birth, gender, age, private insurance information (if applicable) various health information and genetic information for the purposes of providing and managing the Services.

Your personal information and any other information we collect from or on you will not be used or disclosed by Inagene™ for any other purpose unless: (a) your express and, when necessary, informed consent is first obtained, (b) the use, collection or disclosure is permitted or required by law, or (c) the information is rendered anonymous and used by Inagene™ solely for (i) scientific research, planning, statistical or publication purposes in the field of genetic testing; or (ii) for improving the Services Inagene provides.

Personal information collected by Inagene™ is voluntarily supplied, on consent, by you on our Website when you sign up and/or purchase our services, through the mail when you return the sample to our laboratory, and through our Assistance Services.

You may, at any time, withdraw consent by contacting Inagene™ at [privacy@inagene.com](mailto:privacy@inagene.com); however, this may impede our ability to fulfill the requested service and may prevent you from using the Assistance Services, and/or your counselling pharmacist from providing you Counselling Services.

If you are only visiting our Website, we may collect some information about the computer, browser, operating system and IP address. We may also place a “cookie” on your computer in order to ease the use of the secured part of our website so that you do not need to login every time when navigating from one page to another. You will be notified if we place a “cookie” on your computer if you have “cookie notification” turned “on” in your computer system. Any “cookie” will expire upon leaving our Website, or 30 minutes after placing it, whichever comes first.

### 4. **Limit Collection**

We collect only the information we need in order to provide our Services. We will ensure that you are informed of the purposes listed above when signing up and/or purchasing any of our services.

We may collect some personal information when you visit our Website, such as the IP address, the browser and operating system accessing our website. When you proceed to create an account on our website for the Inagene™ service, we will ask for the following

personal information: name; address; telephone number; e-mail address; year of birth, and assigned gender at birth. Should you request additional information or guidance from Inagene™ in interpreting

the results of your test, we may ask for additional information in order to facilitate providing such guidance.

You may choose to not provide us with certain personal information in some circumstances. However, please be aware that in such circumstances, we may not be able to provide the service or information requested.

We will also obtain personal information during analysis of your DNA sample by our laboratory. All information is collected by fair and lawful means.

## 5. **Limit Use, Disclosure and Retention**

Inagene™ is committed to a high standard of confidentiality and privacy. We will only use and/or disclose personal information for the reason(s) it was collected. Under no circumstances do we share personal information with third parties without consent, unless there is a requirement to do so by law. We do not link IP address with personal information unless there is reasonable cause for us to believe that some security threat and/or legal requirements are in place that require us to investigate and/or allow law enforcement to conduct some security and/or legal investigation. If you have purchased Counselling Services through our store, we will always ask you to share your own report with your counselling pharmacist, and will never automatically share your results.

Any results are shared through our secure portal and only you and those you choose to give permission to have access to them. Our counselling pharmacists are under strict contractual obligations of confidentiality and non-disclosure. If you have chosen to use our Assistance Services to submit a claim to your private insurer, we will share only that information that is necessary for you to submit your claim, and only upon obtaining your consent. Any information shared with your insurance provider is done so through a secure portal.

Genetic and drug response data can be used to discover or validate associations between certain genetic variations and drug response. Studies aimed at discovering or validating such associations improve the accuracy of our predictions for you and our future clients. With permission, we may share some aggregated anonymous DNA, medication and diagnostic information with research institutions to assist in the overall research development of genetic testing and sequencing. We will ensure to the commercially reasonable maximum extent that any and all information supplied to these research institutions is and will remain anonymous. You will not be compensated as a result of the analysis or research performed using your DNA, genetic or drug response data, and any discoveries resulting therefrom shall be the exclusive property of Inagene™.

Inagene™ has a policy in place that governs the retention of personal information. We will only retain personal information for as long as it fulfills its intended purpose, until such time that you withdraw your consent (see 3. Consent above) for us to retain personal information, or as legally required.

We reserve the right to transfer any personal information we have about you in the event that we sell or transfer all or a portion of our business or assets to a third party. Should this occur, you will be notified and will be granted the opportunity to withdraw your consent (see 3. Consent above) to retain your personal information.

## 6. **Be Accurate**

We are committed to maintaining the accuracy of personal information and ensuring that it is complete and up-to-date. In most cases, we are collecting personal information directly from the

individual seeking our services.

If inaccuracies are discovered in our data, we ask you to please notify us as soon as possible so that we can make the necessary changes. It is imperative that you keep your contact information up-to-date so that we are able to provide relevant updates to the Report, which may change with the publication of new genetic research discoveries.

## 7. Use Appropriate Safeguards

Personal information and personal health information is secured within Inagene™, regardless of the format in which it is held. We have comprehensive security controls to protect against unauthorized use, access, alteration, duplication, destruction, disclosure, loss or theft of personal information and personal health information. We maintain physical, electronic and procedural safeguards to protect personal information and personal health information. Examples of safeguards include: restricted access to our information processing and storage areas; limited access to relevant information by authorized employees only; use of passwords; firewall technology; double encryption of electronically transmitted information; antivirus software; and the use of physical security measures, including secure locks on filing cabinets and doors.

We are also committed to working with our clients to protect the security of personal information and personal health information during any transfer of information to, or from, us. We have agreements and controls in place with third- party service providers requiring that any information provided to us be transmitted and safeguarded with the highest technological security standards in mind.

## 8. Be Open

Inagene™'s Privacy Notice is always available on our Website at the privacy link located at the bottom of the page.

## 9. Give Individuals Access

In the course of doing business with us, you are welcome to review or verify your personal information and personal health information. We may need specific information from you to enable us to search for, and provide you with, the personal information in our care. Please note that access to your personal information is in accordance with our retention and access policy.

## 10. Provide Recourse

Should you have any questions or concerns relating to Inagene™'s Privacy Notice, please do not hesitate to contact us at [privacy@inagene.com](mailto:privacy@inagene.com).

BY REGISTERING ON THE SITE, USING THE SITE OR PURCHASING SERVICES OFFERED BY INAGENE™, YOU EXPRESSLY CONSENT TO SUCH SERVICES AND TO THE COLLECTION, use and disclosure of your personal information for the purposes described herein AND as STATED IN ANY AGREEMENT OR DOCUMENT ENTERED INTO WITH INAGENE™. If you do not agree with any terms of this Privacy Notice, please do not use this Site or submit any personal information.

Inagene™ operates in Ontario as a federal corporation. Accordingly, we must comply with applicable provincial legislation as well as federal legislation. Our conduct in this regard is governed by the following laws and overseen by the following oversight authorities:

### Canada

Relevant legislation: Personal Information

Protection and Electronic Documents Act  
Overseen by: Office of the Privacy  
Commissioner of Canada

**Phone:**

Toll-free: 1-800-282-1376

Phone: (819) 994-5444

Fax: (819) 994-5424

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# Informed Consent Policy

Inagene Diagnostics Inc. (“Inagene™”) ensures that we obtain your Informed Consent to carry out an analysis and testing of the DNA sample you provide to us and to provide you with your Personal Insights™ report. In the event that you wish your Personalized Insights™ report to be shared with your health care provider (HCP), and/or if you have purchased Counselling Services and wish your report to be shared with your counselling pharmacist, we will separately obtain your Informed Consent to make the testing report available to your HCP at the address, fax number or email you provide to Inagene, and your counselling pharmacist via our secure online portal.

“Informed Consent” means that you are an individual at least 18 years of age and are able to comprehend that which you are consenting to, and that you are providing this consent freely, voluntarily and without duress. You will be asked during the process to acknowledge that you have read, understood and agree to this Informed Consent Policy and the Inagene™’s Privacy Notice.

Inagene™’s Informed Consent Policy reviews the benefits, risks and limitations of DNA testing and provides more information so that you can remain informed. It also explains how your information and DNA sample will be used after the performance of the test, the production of the report, and your counselling session, if purchased.

Consents given: By registering your kit and user profile on the secure Inagene™ online portal, you are providing Inagene with your consent to test the DNA sample you have provided to us, and for Inagene™ to make your Personalized Insights™ report accessible to you by posting it on the Inagene™ Portal, protected by a password that you create. Genes tested include:

**Personalized Insights™ Pain and Mental Health Test:** ABCB1, ADRB2, ATIC1, BDNF1, CACNA1B, CNIH3, CNR1, CNR2, COMT, CREB1, CYP1A1, CYP1A2, CYP2B6, CYP2C8, CYP2C9, CYP2C19, CYP2D6, CYP3A4, CYP3A5, CYP3A7, DRD2/ANKK1, EPHX1, FAAH 1, FKBP5, GABRG2, GIRK2(KCNJ6), GNB3, GP1BA, GRIK4, GSTP1, HLA-A, HLA-B, HTR1A, HTR2A, HTR2C, intergenic 1, KCNG2, LTC4S, MC4R, MTHFR, MTRR, NRG1, OPRD1, OPRM1, PTGS1, PTGS2, RGMA, SCN1A, SCN9A, SLCO1B1, TNFA, TRPV1, UGT1A4, UGT2B7, UGT2B15, UMP

**Personalized Insights™ PrecisionRx Test:** ABCB1, ABCG2, ADRB2, APOE, BCHE, CACNA1S, COMT, CYP2B6, CYP2C8, CYP2C9, CYP2C19, CYP2D6, CYP3A4, CYP3A5, CYP4F2, DPYD, DRD2, EGFR, F5, G6PD, GSTP1, HLA-A, HLA-B, HMGCR, HTR2A, IFNL4, IL28B, MTHFR, NAT2, NQO1, NUDT15, SLC01B1, TPMT, TYMS, UGT1A1, VDR, VKORC1, XPC

**Personalized Insights ULTRA Test:** (all of the above)

In the event that you are registering a kit for another person: By registering the kit and user profile on the secure Inagene on-line portal, you confirm that you have guardianship or other authority (from the owner of the kit/DNA sample) to register the kit under your account. If you elect to make your Personalized Insights™ report available to a third party (your doctor or another member of your health care team), Inagene™ will send or make available your report to that individual (the Health Care Professional named by you) at the address, fax number or email address provided by you. By providing us with the contact information for the health care professional, you consent to the report being shared with the third party, and confirm that you have provided Inagene™ with the correct and accurate contact information. Inagene™ shall not be held responsible for verifying the contact information provided.

If you have purchased Counselling Services through our store, when we send you the link to the secure meeting room you will be asked to complete and share with the counselling pharmacist a summary letter that will provide certain information to the counselling pharmacist, such as medical history, treatment, and medication history. You will also be asked to share your report with the counselling pharmacist through our secure online portal. The information in the summary letter is used in connection with your results by the counselling pharmacist to provide you with more informed information related to your results. Providing this information is completely voluntary, and you can choose not to provide it. If you choose not to provide it, the counselling pharmacist may be restricted in their ability to provide you with certain information during your counselling session.

Your DNA sample will be destroyed once testing has been successfully completed (within a maximum of 90 days of Inagene™ receiving the test sample) unless you specifically indicate & provide consent to Inagene™ to store your DNA for future testing and research. More details are provided below.

Your genetics tell a story far deeper and more complex than hair colour or ancestry. A simple lab test from little snippets of your DNA can predict how well a variety of medications will work for you and assess your risk of dangerous side effects. Inagene™'s Personalized Insights™ test examines the smallest level of your genome—nucleotides, the building blocks of DNA. Even the tiniest change at the right place can make a huge difference, and that's what we look for. These changes/variations are called "single nucleotide polymorphisms," or SNPs (pronounced "snips"). Some specific changes, or SNPs, have been shown to affect an entire gene, which in turn affects your body's metabolism. We explain this in more detail below.

## **What are Genetic Tests?**

A genetic test analyses the blueprint (DNA) of living organisms to identify possible changes in the building blocks that may cause differences in the end function. Those changes can be referred to as mutations or variants, among others. Variants in those building blocks can be benign, such as causing red hair or blue eyes, or have varying degrees of pathogenicity (i.e., disease causing). There is variability in the degree of pathogenicity because it is not always clear if a specific change in the blueprint has the same result and degree of impact each time.

The following is a list of terms that you may not be familiar with and their meanings:

*Deoxyribonucleic acid*, or DNA, is hereditary material (material that is passed on from parents to their children) in almost all living organisms, including humans. DNA may be considered the library of the organism. It is made up of four chemical bases, and the sequence of these bases determines the information available to build the organism.

*Chromosomes* are packages of DNA when it is compacted in cells. Chromosomes may be considered the chapters contained within the DNA library. Chromosomes are in pairs; one set from each parent, and most humans have 23 pairs of them.

*Genes* are units of the DNA that code for a specific aspect of the organism. They may be considered words in the recipe books for each individual person.

*Single Nucleotide Polymorphisms*, or SNPs, are the most common type of variation found in the DNA; each represents a single letter difference in the 6 billion DNA letters that comprise each person and, continuing the example above, are the missing or changed ingredients in each person's recipe

book. We test for only 116 “letters” in your recipe book. While these “letters” can dramatically affect how you might respond to certain medications, they cannot be used to identify who you are.

## **What is Inagene™’s test?**

Some variants have been identified that impact how people’s bodies metabolize (i.e., process) or respond to different medications. These variants can lead to significant differences in how a particular medication affects an individual person. The study of how specific genetic changes impact response to specific medications is called pharmacogenetics, an important part of personalized, or precision, medicine.

Inagene™’s Personalized Insights™ test was developed by Inagene Diagnostics Inc. to evaluate specific changes in your DNA that are known or predicted to impact how you respond to certain medications. We test key genetic variations that predict how you might respond to different medications to help you find the best treatment for you. We are also researching several variations that may be associated with a predilection for addiction.

## **What benefits are there?**

Information from this test can be useful in many ways, such as the potential minimization or prevention of side effects/adverse events related to a treatment, increasing the probability that treatment will be successful, minimizing trial and error of finding optimal treatment, or saving costs by identifying medications that may not work in certain consumers.

## **What is required for the test?**

The test itself is conducted on a sample of your DNA isolated from a cheek swab. In addition, we require some personal information for administrative purposes; e.g., to be able to provide you with your results.

This information, as well as your barcoded DNA sample, will need to be sent to Inagene™ by mail for testing. Your DNA sample is barcoded in order to separate your personal information from the sample. If a test result cannot be provided from the original sample you provided, we will contact you for a new sample and provide a new swab for collection at our cost.

## **What results and how are they reported?**

A confidential Personalized Insights™ report based on your individual genetic profile, also known as a pharmacogenetic report, will be created based on the results of your test. Inagene™ provides an online service that requires a device with internet access to view your Personalized Insights™ report. You will receive an email notifying you when your report is ready. The pharmacogenetics report will contain nine sections; which are detailed below.

### **Report Summary**

This section presents the list of medications classified as Do Not Use together with those classified as Use With Caution based on the gene-drug interactions identified in your unique genetic profile. Simply click on each medication to view your individual recommendations.

### **Understanding Your Report**

This section provides a how-to guide to understanding your Personalized Insights™ report, including an overview of how your results are classified and describing the various icons used throughout the report.

### **Quick Reference of Drug Compatibility**

This section provides a high-level summary of your medication recommendations sorted by generic or brand drug names, and by alphabetical order or by medication class. Simply click on each medication to view it's associated individual recommendation.

### **Detailed Recommendations**

This section provides you with detailed individual medication recommendations (listed in alphabetical order).

### **Create Your Customized Report**

This section allows you to create, view, and download a customized report containing only the specific medications you wish to include. Individual medications can be searched for by either generic or brand drug name.

### **Your Insights: Cannabis**

This section provides insights on how your genetic profile might impact on your response to cannabis and cannabinoids (CBD and THC) and on the possibility of you having adverse effects from cannabis use. Importantly these recommendations are based on preliminary research data and their validity in clinical care is currently uncertain.

### **Your Insights: Potential Opioid Use Risk**

This section provides information on whether you carry some of the gene variants that have been suggested to be associated with increased or decreased risk of developing opioid use disorder. Importantly, these associations are based on preliminary data and are for research use only.

### **Analysis of Your Gene Profile**

This section contains a detailed list of the genes tested and the specific variants in these genes that were identified in your unique genetic profile.

### **Test Information**

This section contains general information about the DNA sample you provided and how this sample was processed, a glossary of terms used in your report, and Inagene's customer service contact information.

## **Are there any limitations?**

The test will look at specific variations (or “SNPs”) and not the whole DNA or gene of interest. Results will be based on those targeted variations and any changes in regions other than those targeted will not be identified nor reported.

## **Who should interpret the results?**

Only a licensed health care professional (HCP; such as a Medical Doctor, nurse practitioner, or pharmacist) should interpret the results of the report. You should NOT implement any changes to your treatment without a medical consultation. The results of this test should always be shared with your prescribing doctor and health care team, as, when appropriately interpreted, they may impact medical/treatment decisions.

## **Will you keep any information about me?**

Your sample and information will be kept for at least 90 days, to account for any necessary additional testing and or re-testing that may be required.

Following the above-mentioned time period, Inagene™ will archive a digital copy of your anonymous results within an encrypted and firewalled database system for 25 years, as required for compliance with regulations and recommendations by Clinical Laboratory Improvement Amendments (CLIA). CLIA is a body of international accreditors that sets standards and issues certificates for clinical laboratory testing on specimens derived from humans for the purpose of providing information for diagnosis, prevention, or treatment of diseases or impairment, and health assessments.

## **What happens to my DNA?**

After complying with the previously mentioned minimum retention period, your DNA sample is destroyed unless you specifically consent to having your sample securely stored by Inagene™. At Inagene™, we are committed to ongoing research and discovery and by consenting to have Inagene™ store your DNA sample, you can help drive this research and discovery, which is ultimately aimed at optimizing treatment and outcomes. In addition, as Inagene™ identifies new gene-drug associations or develops new genetic tests, you may be offered the opportunity to purchase these at a discounted price in the future if your DNA has been stored. Finally, some DNA samples contain rare genetic variations, and by consenting to DNA storage we can use these samples as benchmarks to ensure the continued accuracy of our test. All of your personal information is separated from your DNA in the lab, and we will never share your DNA with a third party without your consent unless required to by law. If you choose to have your sample destroyed, any new findings or information that require additional testing will not be made available to you unless you purchase a new kit and provide a new sample. New information identified by Inagene™ associated with variations that we have already tested for in your DNA sample will still be made available to you through updates to your online report.

## **Can I withdraw my consent after sending it?**

You can withdraw your consent to the analysis at any time in full or in part without stating reasons. You can also refuse to be informed about test results. Unless released on consent, you may request the destruction of all test material and results collected.

Contact [customerservice@inagene.com](mailto:customerservice@inagene.com)

If you have consented in the past and later opted out, Inagene™ might not be able to exclude your test results and data from research already performed with your prior permission but will cease going forward.

To comply with applicable legislation and regulation, some information and documentation must be kept in accordance with such legislation and regulation.

## **Will my information be protected?**

Your personal information and any other information we collect from or on you will not be used or disclosed by Inagene Diagnostics Inc. (Inagene™) for any other purpose unless: (a) your express and informed consent is first obtained, (b) the use, collection or disclosure is permitted or required by law, or (c) the information is rendered anonymous and used by Inagene™ solely for scientific research, planning, statistical or publication purposes in the field of genetic testing.

All of your personal information will be kept separate from your sample in order to keep it secure. Your sample will be given a specific barcode that links to your information, and the decoding of this information will only be available to specific staff, such as for validating results obtained. This information will be kept secure on an encrypted and firewall protected database with restricted access.

You can request that your results be provided directly to a health care professional you direct. Although we highly recommend that you share your report with your physician/health care team, unless you do not request this/consent to this, your information and report will not be shared with your physician/health care professional. Should you elect to have your report shared with members of your health care team, you will maintain sole responsibility for ensuring that contact information provided to Inagene™ for these individuals is accurate and current. Once your report has been released to any third parties, Inagene™ will not be responsible for preventing further sharing of the report by these third parties.

Inagene™ employs commercially validated and reasonable computational and organizational safeguards against unauthorized disclosure or access to your genetic data or other personally identifiable information about you according to our Privacy Notice.

YOU ACKNOWLEDGE THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND INAGENE™ DOES NOT GUARANTEE THAT YOUR PERSONAL IDENTIFIABLE INFORMATION WILL NOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. IN PARTICULAR, OUR SITE MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOU OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT INAGENE™ DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT UNAUTHORIZED USERS MAY USE MALICIOUS SOFTWARE (VIRUSES, WORMS, TROJAN HORSES AND OTHER



SOFTWARE) TO OBTAIN ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOU. INAGENE™ WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES IN CONNECTION WITH UNAUTHORIZED DISSEMINATION OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PARAGRAPH.

## What future research is Inagene™ working on?

Inagene Diagnostics Inc. (Inagene™) is a Canadian owned and operated research-based company. Our work has led to the development of the tests we provide today. Moreover, genetic and drug response data can be used to discover or validate associations between certain genetic variations and drug response. Studies aimed at discovering or validating such associations improves the accuracy of our predictions for you and our future clients. By signing this consent, you agree to allow Inagene™ to use and share your anonymous genetic and drug response data with research organizations. You will not be compensated as a result of the analysis or research performed using your sample, genetic or drug response data, and any discoveries resulting therefrom shall be the exclusive property of Inagene™.

We may also use third-party service providers to assist us in aggregating and anonymizing your personal information, so that it does not include any information from which any individual can be identified. We do not consider such aggregated and anonymized information to be personal information. You hereby expressly consent to Inagene™ using anonymous information that it has collected from you to prepare reports and other publications containing anonymous information only for internal use and for disclosure to third parties (including academic institutions, biotechnology or pharmaceutical companies, health care professionals and researchers, and others involved in health care or in the medical field).

Unless you opt out of future contact, Inagene™ may provide you information regarding additional services as a result of our ongoing research and product development.

## Cookie Policy

We may place a “cookie” on your computer in order to ease the use of the secured part of our website so that you do not need to login every time when navigating from one page to another. You will be notified if we place a “cookie” on your computer if you have “cookie notification” turned “on” in your computer system. Any “cookie” will expire upon leaving our website, or 30 minutes after placing it, whichever comes first.

## Report a Security Issue

If you have identified any potential security issue with our website, please send us an email to [privacy@inagene.com](mailto:privacy@inagene.com)