

TERMS OF SERVICE

Welcome to the BiohmHealth.com website (the "Site"). These Terms of Service are a contract between you and PathoBiome LLC ("the Company," "we," "our," and "us") (the "Agreement" or "TOS"). The Agreement governs your purchase and use of the Site, as well as any services provided to you by us. **PLEASE READ THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION PROVISION INCLUDED BELOW, CAREFULLY BEFORE PROCEEDING.**

You assent to the Agreement when you make a purchase by checking the box that provides "I accept the Terms and conditions", including the arbitration provision contained therein prior to your purchase. In addition, when you use any of the services (e.g., Customer Reviews) provided by the Site, you assent to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by this reference. We reserve the right to change this Site at any time. We also reserve the right to change this Agreement for future orders at any time.

Except as specified herein, these TOS apply to any use of the Services, including but not limited to a) submitting a sample for analysis and processing, b) uploading a digital version of your Genetic Information and interacting with it on the BIOHM website, and/or c) creating and using a free BIOHM account without providing your sample or Genetic Information. In order to use the Services, you must first agree to the TOS. You may not use the Services if you do not accept the TOS. You can accept the TOS as outlined above; or by (2) actually using the Services. In this case, you acknowledge and agree that BIOHM will treat your use of the Services as acceptance of the TOS from that point onwards. In addition, when using particular BIOHM Services, you shall be subject to any guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. BIOHM also may offer other services from time to time that are governed by different terms of service.

Prerequisites

- a. Whether you buy a product, or submit your own sample as part of a service offered by BIOHM, a sample for anyone for whom you have legal authority to agree, or otherwise provide your own Genetic Information, you may not use the Services and may not accept the TOS if (1) you are not of legal age to form a binding contract with BIOHM, or (2) you are a person barred from receiving the Services under the laws of the jurisdiction in which you are resident or from which you use the Services.
- b. In addition to the conditions above, if you contribute or otherwise provide your own Genetic Information, you must be eighteen (18) years of age or

older to agree to these TOS on behalf of yourself or those for whom you have legal authority to agree.

- c. If your use of the Services includes creating a BIOHM account, without submitting a sample or otherwise providing Genetic Information, you must be thirteen (13) years of age or older to use the Services and accept the TOS.

Description of the Services

The Services include access to the BIOHM public website, personal analytical services, including the collection and analysis of your sample, and various products. Unless explicitly stated otherwise, each new feature that augments or enhances the current Service shall be subject to the TOS. You acknowledge and agree that the Services are provided "AS-IS" and are based on the current state of the art of research and technology in use by BIOHM at the time of the purchase or viewing. As research progresses and scientific knowledge and technology evolve, BIOHM is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which BIOHM provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that BIOHM may stop (permanently or temporarily) providing some Services (or any features within the Services) to you or to users generally at BIOHM's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform BIOHM when you stop using the Services unless you are requesting closure of your account. BIOHM assumes no responsibility for the use of Services outside the terms of this TOS or other applicable terms.

In order to use the Services, you must obtain Internet access, either directly or through devices that access web-based content, and pay any service fees associated with such access. You are solely responsible for paying such fees. In addition, you must provide all equipment necessary to make such Internet connection, including a computer and modem or other access device. You are solely responsible for providing such equipment. You acknowledge and agree that while BIOHM may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by BIOHM at any time, at BIOHM's discretion.

Risks and Considerations Regarding BIOHM Services

Once you obtain your Genetic Information, the knowledge is irrevocable. You should not assume that any information we may be able to provide to you, whether now or as genetic research advances, will be welcome or positive. You should also understand that as research advances, in order for you

to assess the meaning of your DNA in the context of such advances, you may need to obtain further services from BIOHM, your physician, nutritionist, or other health care provider.

We encourage you to talk to a health professional with special training in digestive health conditions, prior to collecting your sample for testing to learn more so you can make an informed decision about whether testing is right for you. A physician can help you understand your results and options.

BIOHM Testing only provides information for your personal research, not diagnosis. You must also understand that when it comes to any testing Service that BIOHM offers, it is strictly offering insights for your personal research, and is not intended to be diagnostic in any way, or used or interpreted as providing a diagnosis of any kind whatsoever.

Some people feel a little anxious about getting genetic health results. This is normal. If you feel very anxious, you should speak to your physician or a healthcare provider prior to collecting your sample for testing.

You may learn information about yourself that you do not anticipate. This information may evoke strong emotions and has the potential to alter your life and worldview. You may discover things about yourself that trouble you and that you may not have the ability to control or change. These outcomes could have social, legal, or economic implications.

The laboratory may not be able to process your sample, and the laboratory process may result in errors. The laboratory may not be able to process your sample if your sample does not contain a sufficient volume of DNA, you do not provide enough of a sample, or the results from processing do not meet our standards for accuracy. If the initial processing fails for any of these reasons, BIOHM will reprocess the same sample at no charge to the user. If the second attempt to process the same sample fails, BIOHM will offer to send another kit to the user to collect a second sample at no charge. If the user sends another sample and BIOHM's attempts to process the second sample are unsuccessful, (up to 0.35% of all samples fail the second attempt at testing according to BIOHM data obtained in 2014 for all genotype testing),* BIOHM will not send additional sample collection kits and the user will be entitled solely and exclusively to a complete refund of the amount paid to BIOHM, less shipping and handling, provided the user shall not resubmit another sample through a future purchase of the service. If the user breaches this policy agreement and resubmits another sample through a future purchase of the service and processing is not successful, BIOHM will not offer to reprocess the sample or provide the user a refund. Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory process may be un-interpretable or incorrect (referred to as "Errors"). As this possibility is known in advance, users are not entitled to refunds where these Errors occur.

You should not change your health behaviors solely on the basis of information from BIOHM. Make sure to discuss your Genetic Information with a physician or other healthcare provider before you act upon the Genetic Information resulting from BIOHM Services. For most common diseases, the microorganisms we know about are only responsible for a small fraction of the risk. There may be unknown genes, environmental factors, or lifestyle choices that are far more important predictors. If your data indicate that you are not at elevated genetic risk for a particular disease or condition, you should not feel that you are protected. The opposite is also true; if your data indicate you are at an elevated genetic risk for a particular disease or condition, it does not mean you will definitively develop the disease or condition. In either case, if you have concerns or questions about what you learn through BIOHM, you should contact your physician or other health care provider. Please note that genetic risk assessment is not applicable to results of carrier screening tests.

Microbiome research is not comprehensive. While we measure many of data points from your microbiome, only a small percentage of them are known to be related to human traits or health conditions. The research community is rapidly learning more about the microbiome, and an important mission of BIOHM is to conduct and contribute to this research. In addition, many ethnic groups are not included in genetic studies. Because interpretations provided in our service rely on these published studies, some interpretations may not apply to you. Future scientific research may change the interpretation of your microbiome. In the future, the scientific community may show previous research to be incomplete or inaccurate.

Genetic Information you share with others could be used against your interests. You should be careful about sharing your Genetic Information with others. Currently, very few businesses or insurance companies request genetic information, but this could change in the future. While the Genetic Information Nondiscrimination Act was signed into law in the United States in 2008, its protection against discrimination by employers and health insurance companies for employment and coverage issues has not been clearly established. In addition, GINA does not cover life, long-term care, or disability insurance providers. Some, but not all, states and other jurisdictions have laws that protect individuals with regard to their Genetic Information. You may want to consult a lawyer to understand the extent of legal protection of your Genetic Information before you share it with anybody.

Furthermore, Genetic Information that you choose to share with your physician or other health care provider may become part of your medical record and through that route be accessible to other health care providers and/or insurance companies in the future. Genetic Information that you share with family, friends or employers may be used against your interests. Even if you share Genetic Information that has no or limited meaning today, that information could have greater meaning in the future as new discoveries are made. If you are asked by an insurance company whether you have learned Genetic Information about

health conditions and you do not disclose this to them, this may be considered to be fraud.

BIOHM Services are for research, informational, and educational use only. We do not provide medical advice. The Genetic Information provided by BIOHM is for research, informational, and educational use only. This means two things. First, many of the genetic discoveries that we report have not been clinically validated, and the technology we use, which is the same technology used by the research community, to date has not been widely used for clinical testing. As a result of the current state of genetic knowledge and understanding, our Services are for research, informational, and educational purposes only. The Services are not intended to be used by the customer for any diagnostic purpose and are not a substitute for professional medical advice. You should always seek the advice of your physician or other health care provider with any questions you may have regarding diagnosis, cure, treatment, mitigation, or prevention of any disease or other medical condition or impairment or the status of your health.

BIOHM does not endorse, warranty or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on our website. If we provide to you on our website any recommendations that identify for you, based on your Genetic and Self-Reported Information and scientific literature or research, potentially actionable information, this information is intended for informational purposes only and for discussion with your physician or other healthcare provider. As explained on our website, BIOHM believes that (a) genetics is only part of the picture of any individual's state of being, (b) the state of the understanding of Genetic Information is rapidly evolving and at any given time we only comprehend part of the picture of the role of genetics, and (c) only a trained physician or other health care provider can assess your current state of health or disease, taking into account many factors, including in some cases your genetics as well as your current symptoms, if any. Reliance on any information provided by BIOHM, BIOHM employees, others appearing on our website at the invitation of BIOHM, or other visitors to our website is solely at your own risk.

USE OF SITE

You represent and warrant that you are at least 18 years old or visiting the Site under the supervision of a parent or guardian.

Subject to the terms of this Agreement, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of shopping for products sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by us in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by us in advance. We reserve the right to refuse service, terminate accounts, and/or cancel orders at our discretion, including, without limitation, if we believe that customer conduct violates applicable law or is harmful to our interests.

You shall not upload to, distribute, or otherwise publish through this Site any Content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties. Content provided on this site is solely for informational purposes. It is your sole responsibility to consult a licensed physician or qualified health care professional for advice, diagnosis, and/or treatment of any health related condition. Submissions or opinions expressed on this Site are that of the individual expressing such Submission or opinion and do not reflect our opinions. Product representations expressed on this Site are that of the vendor and are not made by us.

We may assign you a password and account identification to enable you to access and use certain portions of this Site. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms of this Agreement, and we have no obligation to investigate the authorization or source of any such access or use of the Site. YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE. You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security.

REVIEWS AND COMMENTS

Except as otherwise provided elsewhere in this Agreement or on the Site, anything that you submit or post to the Site and/or provide us, including without limitation, ideas, know-how, techniques, questions, reviews, comments, and

suggestions (collectively, “Submissions”) is and will be treated as nonconfidential and nonproprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit with any review, comment, or other Content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other Content that you post on this Site and that use of your reviews, comments, or other Content by us will not infringe upon or violate the rights of any third party. You shall not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions or Content. We may, but shall not be obligated to, remove or edit any Submissions (including comments or reviews) for any reason.

INTELLECTUAL PROPERTY

All text, graphics, button icons, images, audio clips, and software (collectively, “Content”), belongs exclusively to PathoBiome LLC, or its affiliates. The collection, arrangement, and assembly of all Content on this Site (the “Compilation”) belongs exclusively to PathoBiome LLC or its affiliates. All software used on this Site (the “Software”) is the property of PathoBiome LLC, its affiliates or its Software suppliers. The Content, the Compilation and the Software are all protected by U.S. and international copyright laws. The use of any of our trademarks or service marks without our express written consent is strictly prohibited. You may not use our trademarks or service marks in connection with any product or service in any way that is likely to cause confusion. You may not use our trademarks or service marks in any manner that disparages or discredits us. You may not use any of our trademarks or service marks in meta tags without prior explicit consent.

PRIVACY POLICY

Please review our Privacy Policy to understand our practices. While our Privacy Policy includes information about how we may use your personal information and about our data security, we make no express or implied promise regarding the security used by the Site or that your information will not be accessed in an unauthorized manner despite the security we provide.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

INTERNATIONAL ACCESS

This Site may be accessed from countries other than the United States. This Site may contain products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use this Site outside the United States you are responsible for complying with your local laws and regulations.

TYPOGRAPHICAL ERRORS

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your payment card charged. If your payment card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your payment card account in the amount of the charge.

LINKS

This Site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that we are not responsible for the operation of or content located on or through any such site.

COPYRIGHT COMPLAINTS

If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us.

APPLICABLE LAW

This Site is controlled by us in the State of Ohio, USA. As such, the laws of the State of Ohio will govern any and all claims related to or arising out of your use of

the Site or these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws.

MANDATORY ARBITRATION

READ THIS ARBITRATION PROVISION CAREFULLY: This Section impacts how legal claims arising under this Agreement are resolved. Under the terms of this provision (the "Arbitration Provision"), and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with this provision if you or we elect it. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

Definitions

"BIOHM" means BIOHM, Inc., whose principal place of business is 737 Bolivar Road, Suite 200, Cleveland, Ohio 44115. The terms "Company," "we," "us" and "our," (including as used in the Arbitration Provision herein) and in addition to the meaning set forth herein, also refer to our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors and assigns.

- a. **"BIOHM Research"** means scientific research that BIOHM performs with the intent to publicize and/or publish in a peer-reviewed scientific journal. BIOHM Research only uses Genetic and Self-Reported Information from users who have given informed consent according to the applicable Consent Document contained herein.
- b. **"Product Development"** means research performed for the purpose of new product development and new product development activities performed by BIOHM on de-identified user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- c. **"Service"** or **"Services"** means BIOHM's products, software, services, and website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by the user, regardless if the use is in connection with an account or not.
- d. **"Personal Information"** is information that can be used to identify you, either alone or in combination with other information. BIOHM collects and stores the following types of Personal Information:

- i. **"Registration Information"** is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
 - ii. **"Genetic Information"** is information regarding your microbiome (generated through processing of your sample by BIOHM or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to BIOHM).
 - iii. **"Self-Reported Information"** is all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your BIOHM account.
 - iv. **"User Content"** is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - *other than* Genetic Information and Self-Reported Information-generated by users of BIOHM Services and transmitted, whether publicly or privately, to or through BIOHM.
 - v. **"Web Behavior Information"** is information on how you use the BIOHM website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.
- e. **"Aggregated Genetic and Self-Reported Information"** is Genetic and Self-Reported Information that has been combined with that of other users and analyzed or evaluated as a whole, such that no specific individual may be reasonably identified.
- f. **"Claim"** means any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement or your purchasing of products from the Site, whether related to the product(s)' quality, representations about the product(s), information you entered into the Site, or otherwise. The term Claim is intended to be interpreted as broadly as permitted under applicable law.

Agreement to Arbitrate Claims: Except if you opt out as provided below, both you and the Company may elect to arbitrate any Claim. This means that by agreeing to this Agreement, you waive your right to sue us in Court, except if you opt out as provided below.

Electing Arbitration: If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the "Notice"). Your Notice to us shall be sent to PathoBiome LLC, 737 Bolivar Road, Suite 4500, Cleveland, Ohio

44115 ("Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files, or to the email address we have on file for you. If you purchased the products for resale, any arbitration will take place in Cuyahoga County, Ohio, unless you and the Company agree otherwise. If you purchased the products as a consumer (i.e., as an end-user of the products), any arbitration will take place in any venue in which a federal court would have jurisdiction over your Claims, unless you and the Company agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). After arbitration is compelled by a court, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.

Arbitration Costs: We will pay the filing, administrative and/or arbitrator's fees ("Arbitration Fees") that we are required to pay pursuant to the arbitrator's rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the arbitrator's rules in connection with an individual arbitration you have commenced against us or that is compelled by a court, we will pay, or reimburse you for your payment of, any Arbitration Fees that exceed the filing fee for the federal court located in the venue in which the arbitration will take place if (a) you did not purchase the products for resale (i.e., bought them as the consumer end user), and (b) the amount of your Claim does not exceed \$75,000. For us to pay these fees or reimburse you for your payment of these fees, you must notify us in writing of your request for reimbursement at the Notice Address. If this reimbursement provision applies, and you have already paid a filing fee to file a case in state or federal court, you will not be required to pay that amount again if the court compels arbitration.

Arbitration Administrator and Rules: The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The rules or codes of procedures in effect at the time the arbitrator is elected that apply to the claims (for example, the AAA or JAMS consumer rules will apply to your claim if you are a consumer) will apply to the arbitration, and these rules are incorporated into this Agreement to the extent they are consistent with this Agreement. You may obtain a copy of the rules/codes, and more information about initiating an arbitration, by (1) contacting AAA at 1-800-778-7879 or visiting www.adr.org, or (2) contacting JAMS at 1-800-352-5267 or visiting www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.

What Law the Arbitrator Will Apply: The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will, however, apply the same statutes of limitation and privileges that a court would apply if the matter

were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court. The law of the State of Ohio applies to this Agreement, and will be applied by the arbitrator, as set forth above in the Choice of Law section above.

The Arbitrator's Decision and Award: At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court.

Effect of Arbitration Award; Appeal: The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

Federal Arbitration Act: This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

CLASS ACTION WAIVER: If either you or the Company elect to arbitrate a Claim, neither you nor the Company will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claim for which you seek class-wide relief, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The Arbitration Provision, however, shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Conflicts; Severability; Survival: This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall

survive the termination of any relationship between us, including the termination of the Agreement.

Right To Opt Out of This Arbitration Provision: This Arbitration Provision will apply to you and the Company and to all Claims as of the date you become bound under this Agreement, unless you opt out by providing proper and timely notice. To opt out, you must send us a written notice including your name, the purchase order number of the purchase that this Agreement governs, and a statement that you do not wish to be governed by the Arbitration Provision in this Agreement (the “Opt Out Notice”). To be effective, your written Opt Out Notice must be (1) sent to us by first class mail at 737 Bolivar Road, Suite 4500, Cleveland, Ohio 44115; (2) include the information set forth above; and 3) be signed by you. We must receive your Opt Out Notice within forty-five (45) days after the date of the purchase that this Agreement governs. Your decision to opt out will not affect any other provision of this Agreement.

LIMITATION OF CLAIMS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. This provision only applies if you purchased products from the Site for resale to others (that is, it does not apply to consumer transactions).

SEVERABILITY

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

OUR ADDRESS

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Site to: PathoBiome LLC, 737 Bolivar Road, Suite 200, Cleveland, Ohio 44115.

6. User Representations & Warranties

By accessing BIOHM Services, you agree to, acknowledge, and represent as follows:

- a. You understand that information you learn from BIOHM is not designed to independently diagnose, prevent, or treat any condition or disease or to ascertain the state of your health in the absence of medical and clinical

information. You understand that the BIOHM services are intended for research, informational, and educational purposes only, and that while BIOHM information might point to a diagnosis or to a possible treatment, it should always be confirmed and supplemented by additional medical and clinical testing and information. You acknowledge that BIOHM urges you to seek the advice of your physician or other health care provider if you have questions or concerns arising from your Genetic Information.

- a. You give permission to BIOHM, its contractors, successors and assignees to perform scientific services on your sample and you specifically request BIOHM to disclose the results of analyses performed on your microbiome to you and to others you specifically authorize.
- b. You represent that you are eighteen (18) years of age or older if you are providing a sample or accessing your Genetic Information.
- c. You are guaranteeing that any sample you provide is your sample; if you are agreeing to these TOS on behalf of a person for whom you have legal authorization, you are confirming that the sample provided will be the sample of that person.
- d. You are warranting that any Service you purchase, or any sample you provide is for personal, non-commercial, non-legal or non-journalistic purposes only, and not for the intent to reverse-engineer and/or analyze for business, legal or journalistic purposes. You specifically acknowledge and agree that by accepting these TOS, in the event you violate this provision (including the very act of simply completing the purchase process), that you have proactively taken steps to damage BIOHM's business interests, and by doing so, you accept legal liability and actual consequential, incidental, indirect, punitive or special damages of any kind whatsoever that are alleged by BIOHM. You also agree to pay any and all direct and indirect attorneys' fees and expenses incurred by BIOHM in order to explore or pursue claims regarding violation of this provision, whether successful or not. Put simply, BIOHM Services were created to help others explore and optimize their health and wellness. We have spent a tremendous amount of intellectual capital and other resources to create the BIOHM Services. We will aggressively pursue anyone who purchases BIOHM for any reason other than for optimizing their own, or somebody they care for's, health and wellness.
- e. If you are a customer outside the U.S. providing a sample, you confirm that this act is not subject to any export ban or restriction in the country in which you reside.
- f. You agree that any sample you provide and all resulting data may be transferred and/or processed outside the country in which you reside.
- g. You are warranting that you are not an insurance company or an employer attempting to obtain information about an insured person or an employee.

- h. You are aware that some of the information you receive may provoke strong emotion.
- i. You take responsibility for all possible consequences resulting from your sharing with others access to your Genetic Information and your Self-Reported Information.
- j. You understand that all your Personal Information will be stored in BIOHM databases and will be processed in accordance with the BIOHM Privacy Policy.
- k. Waiver of Property Rights: You understand that by providing any sample, having your Genetic Information processed, accessing your Genetic Information, or providing Self-Reported Information, you acquire no rights in any research or commercial products that may be developed by BIOHM or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Genetic Information or Self-Reported Information.

You agree that you have the authority, under the laws of the state or jurisdiction in which you reside, to provide these representations. In case of breach of any one of these representations BIOHM has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify BIOHM and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

7. Account Creation, Customer Account, Password, and Security Obligations

In consideration of your use of the Services, you agree to: (a) provide true, accurate, current, and complete Registration Information about yourself as prompted by the Service; and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any Registration Information that is untrue, inaccurate, not current, or incomplete, or if BIOHM has a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, BIOHM has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). The Services are for use only in the country to which your sample collection kit was shipped from BIOHM.

8. BIOHM Privacy Statement and Disclosure of Information

In order to use the Services, you agree to the Privacy Policy herein. You may not use the Services if you do not accept the Privacy Statement. You can acknowledge and agree to the Privacy Statement by (1) clicking to accept or agree to the Privacy Statement, where this option is made available to you by BIOHM for any Service; or by (2) actually using the Services.

You acknowledge and agree that BIOHM has the right to monitor any use of its systems by its personnel at any time and maintain copies documenting such monitoring. Our Privacy Statement sets forth the only expectations of privacy any individual should have in terms of usage of the BIOHM Services, website, or other systems. If you have given consent for your Genetic Information and Self-Reported Information to be used in BIOHM Research as described in the applicable Consent Document, we may include your information in the Aggregated Genetic Information and Self-Reported Information we disclose to third parties for the purpose of publicity or publication in a peer-reviewed scientific journal. BIOHM may also include your information in Aggregated Genetic and Self-Reported Information disclosed to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal. BIOHM Research may be sponsored by, conducted on behalf of, or in collaboration with third parties, such as non-profit foundations, academic institutions or pharmaceutical companies. BIOHM Research may study a specific group or population, identify potential areas or targets for therapeutics development, conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions, work with public, private and/or non-profit entities on genetic research initiatives, or otherwise create, commercialize, and apply this new knowledge to improve health care. BIOHM will never release your individual-level Genetic Information and/or Self-Reported Information to any third party without asking for and receiving your explicit consent to do so, unless required by law.

Further, you acknowledge and agree that BIOHM is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process (such as a judicial proceeding, court order, or government inquiry) or obligations that BIOHM may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the BIOHM TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of BIOHM, its employees, its users, its clients, and the public. In such event we will notify you through the contact information you have provided to us in advance, unless doing so would violate the law or a court order. You understand that the technical processing and transmission of the Services, including your Personal Information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, or devices. Finally, BIOHM may, in its sole discretion, restrict access to the website for any reason.

Please refer to our Privacy Policy below to read about data protection related to your information.

Limited License

You acknowledge that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such User Content originated. This means that you, and not BIOHM, are entirely responsible for all User Content that you upload, post, email, or otherwise transmit via the Service.

You acknowledge that the Services content presented to you as part of the Services, whether original BIOHM Services content or sponsored content within the Services, is protected by copyright and/or other intellectual property rights that are owned by BIOHM and/or the sponsors who provide that content to BIOHM (or by other persons or companies on their behalf). BIOHM grants you a Limited License to copy and distribute free of charge, for non-commercial purposes only, any of the Services content with the exception of content from "MD's Perspectives" in the "For the Experts" section of the website and any other content marked as not subject to this Limited License on the website, provided you: (i) provide the Services content as it appears on the BIOHM website with no changes including but not limited to presenting selections which might tend to misrepresent the substance of the Services content; (ii) include the following attribution on the first page of any materials you distribute: © BIOHM Health LLC. All rights reserved; distributed pursuant to a Limited License from BIOHM; (iii) agree you have no right to offer anyone else any further right with respect to this Services content. Aside from the Limited License provided in this paragraph, you may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Services content (either in whole or in part) unless you have been specifically told that you may do so by BIOHM or by the owners of that content, in a separate agreement.

Customer Conduct - Unlawful and Prohibited Use

As a condition of your use of the Services, you warrant to BIOHM that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, or notices. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You may not use the Services outside of the country to which your sample collection kit was shipped from BIOHM. Furthermore you agree not to use the Services to: (1) upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status; (2) impersonate any person or entity, including, but not limited to, anyone affiliated with BIOHM, or falsely state or otherwise misrepresent your affiliation with a person or entity; (3) add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; (4) "stalk" or otherwise harass another; (5) upload, post, email, or otherwise transmit any content that you do

not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (6) use any information received through the Services to attempt to identify other customers, to contact other customers, or for any forensic use; (7) download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner; (8) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of BIOHM or any other party; (9) harm minors in any way; (10) advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages; (11) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law; (12) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (13) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site, unless explicitly permitted by BIOHM; (14) engage in "framing," "mirroring," or otherwise simulating the appearance or function of BIOHM's website; (15) attempt to or actually override any security component of BIOHM web services; (16) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service; (17) violate these Terms of Service, any code of conduct or other guidelines which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with BIOHM; or (18) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law.

You acknowledge and agree that you are solely responsible for (and that BIOHM has no responsibility to you or to any third party for) any breach of your obligations under the TOS and for the consequences (including any loss or damage which BIOHM may suffer) of any such breach. In case of breach of any one of these agreements BIOHM has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify BIOHM and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

If you violate the terms of this Section and/or BIOHM has a reasonable ground to suspect that you have violated the terms of this Section, BIOHM has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Export Control and Applicable Laws and Regulations

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree 1) that providing your sample is not subject to any export ban or restriction in the country in which you reside, 2) that your sample and data may be transferred and/or processed outside the country in which you reside, and 3) that you will comply with all applicable laws regarding the transmission of technical data exported from the United States or the country from which you access BIOHM's Services online.

Material Posted Through The Service

BIOHM will not, at all times, control any of the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such non-BIOHM content. You understand that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will BIOHM be liable in any way for any non-BIOHM content, including, but not limited to, any errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use of any such content posted, emailed, or otherwise transmitted via the Services.

You acknowledge that BIOHM and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, review, filter, modify, refuse, or move any content that is available via the Services. Without limiting the foregoing, BIOHM and its designees shall have the right to remove any content that violates the TOS or is deemed by BIOHM, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Material Provided to BIOHM - Your Proprietary Rights

User Content. BIOHM does not claim ownership of the User Content you provide to BIOHM (including feedback and suggestions) or post, upload, input, or submit to the Service. Unless otherwise specified, you retain copyright and any other rights you already hold over User Content that you create and submit, post, or display on or through the Services. However, by submitting, posting, or displaying User Content, you give BIOHM, its affiliated companies, sublicensees (including but not limited to sublicensees who avail themselves of the Limited License granted in Section 9 above) and successors and assigns a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any User Content that you submit, post, or display on or through the Services. You acknowledge and agree that this license includes a right for BIOHM to make such User Content available to other companies, organizations, or individuals with whom BIOHM

has relationships, and to use such User Content in connection with the provision of those services.

You understand that BIOHM, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media. You acknowledge and agree that this license shall permit BIOHM to take these actions. You represent and warrant to BIOHM that you have all the rights, power, and authority necessary to grant the above license.

Genetic and/or Self-Reported Information. Disclosure of individual-level Genetic and/or Self-Reported Information to third parties will not occur without explicit consent, unless required by law. Note that BIOHM cannot control any further distribution of Genetic and/or Self-Reported Information that you share publicly on the BIOHM website. You acknowledge and agree that you are responsible for protecting and enforcing those rights and that BIOHM has no obligation to do so on your behalf.

Your sample, once submitted to and analyzed by us, is processed in an irreversible manner and cannot be returned to you. See our website for more information on sample processing. Any Genetic Information derived from your sample remains your information, subject to rights we retain as set forth in these TOS. You understand that you should not expect any financial benefit from BIOHM as a result of having your Genetic Information processed; made available to you; or, as provided in our Privacy Statement and Terms of Service, shared with or included in Aggregated Genetic and Self-Reported Information shared with research partners, including commercial partners.

Waiver of Property Rights. As stated above, you understand that by providing any sample, having your Genetic Information processed, accessing your Genetic Information, or providing Self-Reported Information, you acquire no rights in any research or commercial products that may be developed by BIOHM or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Genetic Information or Self-Reported Information.

Indemnity

You agree to defend and hold BIOHM, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, or transmit through the Service; your use of the Service; your connection to the Service; your violation of the TOS; or your violation of any rights of another.

If you have submitted a sample or otherwise provided your own Genetic Information, you will defend and hold harmless BIOHM, its employees, contractors, successors, and assigns from any liability arising out of the use or disclosure of any information obtained from genotyping your sample and/or analyzing your Genetic Information, which is disclosed to you consistent with our Privacy Statement or results from any third-party add-ons to tools we provide. In addition, if you choose to provide your Genetic and/or Self-Reported Information to third parties - whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes - you agree to defend and hold harmless BIOHM, its employees, contractors, successors, and assigns from any and all liability arising from such disclosure or use of your Genetic and/or Self-Reported Information.

No Resale of Service

Other than pursuant to the terms of the Limited License in Section 9 of this TOS or unless otherwise agreed in a separate agreement between you and BIOHM, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Service, use of the Service, or access to the Service.

General Practices Regarding Use and Storage

You acknowledge that BIOHM may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that Personal Information and Services content will be retained by the Service, the maximum disk space that will be allotted on BIOHM's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You acknowledge and agree that BIOHM has no responsibility or liability for the deletion of or failure to store any messages, other communications, or other content maintained or transmitted by the Services; or for the loss of Genetic Information due to malfunction or destruction of data servers or other catastrophic events. You further acknowledge that BIOHM reserves the right to change these general practices and limits in its sole discretion.

Modifications to Service

BIOHM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You acknowledge and agree that (i) modifications may result in a delay in computations for some of the BIOHM features or Services, and (ii) BIOHM shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

The Software that you use may from time to time automatically download and install updates from BIOHM. These updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit BIOHM to deliver these to you) as part of your use of the Services.

You acknowledge that BIOHM may offer different or additional technologies or features to collect and/or interpret Genetic Information in the future and that your initial purchase of the Service does not entitle you to any different or additional technologies or features for collection or interpretation of your Genetic Information without fee, and that you will have to pay additional fees in order to have your Genetic Information collected, processed, and/or interpreted using any future or additional technologies or features.

Termination

The TOS will continue to apply until terminated by either you or BIOHM as set out in this Section.

If you want to terminate your legal agreement with BIOHM, you may do so by notifying BIOHM at any time in writing, which will entail closing your accounts for all of the Services that you use. Your notice should be sent, in writing, to BIOHM's address, which is set out in TOS, or online via email to care@BIOHMHealth. If you provide notice online, BIOHM will send you an email asking you to confirm your request, and your notice will be effective following receipt of a second email confirmation from you.

BIOHM may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if: (1) you have breached any provision of the TOS (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the TOS); (2) BIOHM is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the partner with whom BIOHM offered the Services to you has terminated its relationship with BIOHM or ceased to offer the Services to you; (4) BIOHM is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by BIOHM is, in BIOHM's opinion, no longer commercially viable.

Any suspected fraudulent, abusive, commercial, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities, and you proactively accept legal liability, and liability for associated legal costs and expenses, regarding any legal action BIOHM decides to pursue against you personally and any entity you are affiliated with. You acknowledge and agree that BIOHM shall not be liable to you or any third party for any termination of your access to the Services.

Survival of Terms

When the TOS come to an end, all of the legal rights, obligations, and liabilities that you and BIOHM have benefited from, been subject to (or which have accrued over time while the TOS have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall continue to apply to such rights, obligations, and liabilities indefinitely.

Dealings with Information Providers and Listed Resources

Your correspondence or business dealings with-or participation in promotions of-information providers, vendors, and/or resources found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such information provider or resource. You acknowledge and agree that BIOHM shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such information provider or resources on the Service.

Hyperlinks and the BIOHM Website

The Service provides, and third parties may provide, links to other sites and resources on the Internet. Because BIOHM has no control over such sites and resources, you acknowledge and agree that BIOHM is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that BIOHM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such hyperlinked site or resource.

BIOHM's Proprietary Rights

You acknowledge and agree that BIOHM (or BIOHM's licensors, as applicable) own all legal right, title, and interest in and to the Services, including any intellectual property rights (including but not limited to patents) which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by BIOHM and that you shall not disclose such information without BIOHM's prior written consent.

You further acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Services or sponsors is protected by copyrights, trademarks,

service marks, patents, or other proprietary rights and laws. Except as expressly authorized by BIOHM, you agree not to-and not to permit anyone else to-modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or Software or any part thereof, in whole or in part. Software, if any, that is made available to download from the Services, excluding software that may be made available by end-users through the Services, is the copyrighted work of BIOHM and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

BIOHM Health LLC, BIOHM, and other BIOHM logos and product and service names are trademarks of BIOHM and these marks together with any other BIOHM trade names, service marks, logos, domain names, and other distinctive brand features are the "**BIOHM Marks**". Unless you have agreed otherwise in writing with BIOHM, other than through the Limited License in Section 9, nothing in the TOS gives you a right to use any BIOHM Marks and you agree not to display, or use in any manner, BIOHM Marks.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

Unless you have been expressly authorized to do so in writing by BIOHM, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos.

For any Software not accompanied by a License Agreement, BIOHM grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer. You may not (and may not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by BIOHM, in writing. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by BIOHM, in the manner permitted by the TOS. Unless BIOHM has given you specific written permission to do so, you may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You

agree not to access the Service by any means other than through the interface that is provided by BIOHM for use in accessing the Service. Any rights not expressly granted herein are reserved.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BIOHM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) BIOHM MAKES NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BIOHM OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. BIOHM DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, BIOHM SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

Limitation of Liability

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT BIOHM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BIOHM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) ANY ACTION YOU TAKE BASED ON THE

INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVICES, (v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

Notice

Notices to you may be made via either email or regular mail. BIOHM may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on or through the Services.

Official notices related to this TOS must be sent to us at:
BIOHM, Inc.
ATTN: Chief Legal and Regulatory Officer
737 Bolivar Road, Suite 200

Cleveland, Ohio 44115

Additionally, BIOHM accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

Changes to the Terms of Service

BIOHM may make changes to the TOS from time to time. When these changes are made, BIOHM will make a new copy of the TOS available on its website and any new additional terms will be made available to you from within, or through, the affected Services.

You acknowledge and agree that if you use the Services after the date on which the TOS have changed, BIOHM will treat your use as acceptance of the updated TOS.

Violation or Suspected Violation of Terms of Service

If you violate the terms of these TOS and/or BIOHM has a reasonable ground to suspect that you have violated the terms of these TOS, BIOHM has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Miscellaneous

- a. **Entire Agreement.** The TOS constitute the entire agreement between you and BIOHM and govern your use of the Services, superseding any prior agreements between you and BIOHM on this subject. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software
- a. **Waiver.** The failure of BIOHM to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.
- b. **Term for cause of action.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOS must be filed within one (6) months after such claim or cause of action arose or be forever barred.
- c. **Admissibility of printed version.** A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- d. **Section titles.** The section titles in the TOS are for convenience only and have no legal or contractual effect.
- e. **Severability Clause.** If any portion of these TOS is found to be unenforceable, the remaining portion will remain in full force and effect.
- f. **Amendments.** We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.BIOHMHealth.com or notifying you otherwise. If you do not want to agree to changes to the Agreement, you can terminate the Agreement at any time per Section 18 (Termination).
- g. **Assignment:** You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, BIOHM for any third party that assumes our rights and obligations under this Agreement.

Privacy Policy

This privacy policy applies to all websites owned and operated by PathoBiome LLC ("BIOHM"), including www.BIOHMHealth.com. Our Privacy Statement is designed to help you better understand how we collect, use, store, process, and

transfer your information when operating our website, mobile apps, products, software and other services (collectively "**Service**" or "**Services**").

1. Key Definitions

1. **Aggregate Information:** information that has been combined with that of other users and analyzed or evaluated as a whole, such that no specific individual may be reasonably identified.
2. **Anonymized Information:** information that has been stripped of your Registration Information (e.g., your name and contact information) and other identifying data such that you cannot reasonably be identified as an individual.
3. **Individual-level Information:** information about a single individual's genotypes, diseases or other traits/characteristics, but which is not necessarily tied to Registration Information.
4. **Personal Information:** information that can be used to identify you, either alone or in combination with other information. BIOHM collects and stores the following types of Personal Information:
 - a. **Registration Information:** information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
 - b. **Genetic Information:** information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your sample by BIOHM or by its contractors, successors, or assignees; or otherwise processed by and/or contributed to BIOHM.
 - c. **Self-Reported Information:** all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your BIOHM account.
 - d. **Sensitive Information:** information about your health, Genetic Information, and certain Self-Reported Information such as racial and ethnic origin and sexual orientation.
 - e. **User Content:** all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - other than Genetic Information and Self-Reported Information-generated by users of BIOHM Services and transmitted, whether publicly or privately, to or through BIOHM.
 - f. **Web Behavior Information:** information on how you use the BIOHM website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.
5. **Service or Services:** BIOHM's products, software, services, and website (including but not limited to text, graphics, images, and other material and

information) as accessed from time to time by the user, regardless if the use is in connection with an account or not.

2. Principles

The following are our core privacy principles:

1. We collect and handle information (i) to provide, analyze and improve our Services, (ii) as we reasonably believe is permitted by laws and regulations, including for marketing and advertising purposes, (iii) to protect the security and safety of our company, employees, customers, as we reasonably believe is permitted by laws and regulations, (iv) to comply with laws and regulations we are subject to, and (v) when you consent, for research purposes, the results of which could be used to develop therapeutics.
2. We will not sell, lease, or rent your individual-level information (i.e., information about a single individual's genotypes, diseases or other traits/characteristics) to any third-party or to a third-party for research purposes without your explicit consent.
3. We understand and respect the sensitive nature of the information you may provide to us, including information about your genetic characteristics, disease conditions, racial and ethnic origin, etc. To that end, we strive to be transparent in our collection, use and disclosure of this information and to ask for your explicit consent to share such sensitive information with third-parties. Please see below to learn more about our sharing and consent practices.
4. We are committed to providing a secure and safe environment for our Services.

Please review this Privacy Policy and our Terms of Service above. By using our Services, you agree to all of the policies and procedures described in the foregoing documents. BIOHM is headquartered at 737 Bolivar Road, Suite 200, Cleveland, Ohio 44115 and is referred to herein as BIOHM (or "we," "us," "our") and includes all of our commonly owned companies.

3. What information we collect

a. Information you provide directly to us

- i. **Registration Information.** When you register an account with us or purchase our Services, we collect personal information, such as your name, date of birth, billing and shipping address, payment information (e.g., credit card) and contact information such as your email and phone number and license number.
- ii. **Self-Reported Information.** You have the option to provide us with additional information about yourself through surveys, forms, features or applications. Where you are disclosing information about a family member, you should make sure that you have permission from the family member to do so.

- iii. **User Content.** Some of our Services allow you to create and post or upload content, such as data, text, software, music, audio, photographs, graphics, video, messages, or other materials that you create or provide to us through either a public or private transmission ("**User Content**"). For example, User Content includes any post or message you place on BIOHM's community forums.
- iv. **Blogs.** Our website offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request that we remove or anonymize your personal information from our blog or community forum, contact us at care@BIOHMHealth.com. Please note that whenever you post something publicly, it may sometimes be impossible to remove the information, for example, if someone has taken a screenshot of your posting. Please exercise caution before choosing to share personal information publicly on our blogs, community forums or in any other posting. Note also that you may be required to register with a third-party application to post a comment. To learn how the third-party application uses your information, please review their privacy statement.
- v. **Social Media Features and Widgets.** Our website includes Social Media Features, such as the Facebook Like or Share button and Widgets, and the LinkedIn Open ID application ("**Features**"). These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. They may also allow third-party social media services to provide us information about you, including your name, email address, and other contact information. For example, if you use LinkedIn to sign in to our career portal, LinkedIn may import personal information from your LinkedIn profile in order to populate your job application. The data we receive is dependent upon your privacy settings with the social network. Features are either hosted by a third-party or hosted directly on our site. Your interactions with these Features are governed by the privacy statement of the company providing it. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to our website or Service.
- vi. **Referral Information and Sharing.** When you refer a person to BIOHM or choose to share results information with another person, we will ask for that person's email address. We will use the email address solely, as applicable, to make the referral or to share your results information, and we will let your contact know that you requested the communication. By participating in a referral program or by choosing to share information with another person, you confirm that the person has given you consent for BIOHM to communicate (e.g., via email) with him or her. The person you referred may contact us at

care@BIOHMHealth.com to request that we remove this information from our database.

- vii. **Address books.** If you choose to use your computer's or mobile device's address book in connection with our Services to make referrals or to request that we communicate with another person, we may collect the names and contact information of those persons for these purposes only.
 - viii. **Third-party services (e.g., social media).** If you use a third-party site, such as Facebook or Twitter, in connection with our Services to communicate with another person (e.g., to make or post referrals or to request that we communicate with another person), then in addition to that person's name and contact information, we may also collect other information (e.g., your profile picture, network, gender, username, user ID, age range, language, country, friends lists or followers) depending on your privacy settings on the third-party site. We do not control third-party site's information practices, so please review their privacy policies and your settings on those sites carefully.
 - ix. **Customer service.** When you contact our customer care center or correspond with us about our Service, we collect information to track and respond to your inquiry; investigate any breach of our policies or terms or services or applicable laws or regulations; and analyze and improve our Services.
- b. **Information related to our testing services.** To use our genetic testing services, you must purchase a testing kit and ship your sample to our third-party laboratory. Once received, your sample will be identified by its unique identification number, which identifies you to us but not to our third-party laboratory. When you choose to test your sample with BIOHM, you agree to allow BIOHM to bank your sample (see our BIOHM-Banking Consent Section Below for more information. While you consent to allow BIOHM to bank your sample, BIOHM, at its discretion may choose to destroy your sample after the laboratory completes its work.

Genetic Information. Genetic Information refers to features of your DNA that distinguish you from other people (e.g. the As, Ts, Cs, and Gs at particular locations in your genome) and is generated when we analyze and process your sample, or when you otherwise contribute or access your Genetic Information through our Services. Genetic Information includes the results information reported to you as part of our Services, and may be used for other purposes, as outlined below.

- c. **Information collected through tracking technology (e.g. from cookies and similar technologies)**

Web Behavior Information. We and our third-party partners use cookies and similar technologies (such as web beacons, tags, scripts and device

identifiers) to help us recognize you, customize and improve your experience, provide security, analyze usage of our Services (such as to analyze your interactions with the results, reports, and other features of the Service), gather demographic information about our user base, to offer our products and services to you, to monitor the success of marketing programs, and to serve targeted advertising on our site and on other sites around the Internet. We and our third-party partners do not use your sensitive information, such as Genetic Information (discussed below) and Self-Reported Information (discussed below) for targeted advertising. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited. For more information, including the types of cookies found on BIOHM sites, please read our Cookie Policy below.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you, such as your user profile ID or order number. We do this to improve services we offer you, and to improve marketing, analytics, and site functionality.

When you access our Service by or through a mobile device, we may receive or collect and store a unique identification numbers associated with your device or our mobile application (including, for example, a UDID, Unique ID for Advertisers ("IDFA"), Google Ad ID, or Windows Advertising ID), mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, phone number, and, depending on your mobile device settings, your geographical location data, including GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device.

Because BIOHM relies on third-party ad networks who may track you across websites over time for advertising purposes, we are not able to respond to your selection of the "Do Not Track" option provided by your browser. We cannot advise on whether your selection of "Do Not Track" option will have any effect on the collection of cookie information by the third-parties who collect such cookie information on our site. Please see Section 4.d.ii, below, to learn more about our third-party advertising partners, and visit our Cookie Policy to learn more about tracking cookies.

Third-parties with whom we partner to provide certain features on our site or to display advertising based upon your Web browsing activity use Flash Cookies (Local Shared Objects) to collect and store information.

Google Analytics. Google Analytics is used to perform many of the tasks listed above. We use the User-ID feature of Google Analytics to combine behavioral information across devices and sessions (including authenticated and unauthenticated sessions). We have enabled the following Google Analytics Advertising features: Remarketing, Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting, and DoubleClick Campaign Manager integration. We do not merge information collected through any Google advertising product with individual-level information collected elsewhere by our service.

Other Types of Information. We are always working to enhance our Services with new products, applications and features that may result in the collection of new and different types of information. We will update our privacy statement, as needed.

4. How we use and share information

BIOHM will use and share your personal information with third-parties only in the ways that are described in this privacy statement.

a. Using information to provide, analyze and improve our Services

We use the information described above in Section 3 to operate, provide, analyze and improve our Services. These activities may include, among other things, using your information in a manner consistent with other commitments in this privacy statement, to:

- i. open your account, enable purchases and process payments, communicate with you, and implement your requests (e.g., referrals);
- ii. host our website, run our mobile application(s), authenticate your visits, provide custom, personalized content and information, and track your usage of our Services;
- iii. conduct analytics to improve and enhance our Services;
- iv. offer new products or services to you, including through emails, promotions or contests;
- v. implement online marketing campaigns and targeted advertising, including by utilizing third-party ads (subject to your cookie settings and preferences), and to measure the effectiveness of our marketing and targeted advertising;
- vi. conduct surveys or polls, and obtain testimonials;
- vii. process and deliver your genetic testing results;
- viii. perform research & development activities, which may include, for example, conducting data analysis and research in order to develop new or improve existing products and services, and performing quality control activities.

We use mobile analytics software to allow us to better understand the functionality of our Mobile Software on your phone. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the mobile application.

b. Using information with your consent

You have the choice to participate in BIOHM Research by providing your consent. "BIOHM Research" refers to research aimed at publication in peer-reviewed journals and other research funded by the federal government (such as the National Institutes of Health - NIH) conducted by BIOHM. BIOHM Research may be sponsored by, conducted on behalf of, or in collaboration with third-parties, such as non-profit foundations, academic institutions or pharmaceutical companies. BIOHM Research may study a specific group or population, identify potential areas or targets for therapeutics development, conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions, work with public, private and/or non-profit entities on genetic research initiatives, or otherwise create, commercialize, and apply this new knowledge to improve health care. BIOHM Research uses your aggregate or individual-level Genetic Information and Self-Reported Information as specified in the Consent Document.

Consent process for research. Your Genetic and Self-Reported Information may be used for BIOHM Research only if you have consented to this use by agreeing to our Terms of Service during the check out process. If you have consented:

- i. BIOHM may use individual-level Genetic Information and Self Reported Information internally at BIOHM for Research purposes. In addition, we may allow select third-party research contractors to access your individual level Genetic and/or Self-Reported Information onsite at BIOHM's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by BIOHM and subject to BIOHM's access rules and guidelines.
- ii. **Withdrawing your Consent.** You may withdraw your consent to participate in Research at any time by emailing us at care@BIOHMHealth.com and requesting withdrawal at any time. BIOHM will not include your Genetic Information and/or Self Reported Information in new research occurring after 30 days from the receipt of your request. Any research involving your data that has already been performed or published prior to our receipt of your request will not be reversed, undone, or withdrawn. If you withdraw your consent for research your Genetic Information and/or Self

Reported may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Section 4.a), and shared as Aggregate Information that does not identify you as an individual (as described in Section 4.d).

- iii. **What happens if you do NOT consent to BIOHM Research?** If you do not complete a Consent Document or any additional consent agreement with BIOHM, your information will not be used for BIOHM Research. However, your your Genetic Information and/or Self Reported may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Section 4.a), and shared as Aggregate or Anonymous Information that does not reasonably identify you as an individual (as described in Section 4.d).

c. Recruiting for external research

Academic institutions, healthcare organizations, and other groups are always conducting interesting new research projects. We want to make you aware of these opportunities. While we do not share individual-level your Genetic Information and/or Self Reported with third-parties without your consent described above, from time to time we may inform you of third-party research opportunities for which you may be eligible. For example, if a university tells us about a new cancer research project, we may send an email to BIOHM members who potentially fit the relevant eligibility criteria based on Self Reported to make them aware of the research project and provide a link to participate with the research organization conducting the study. If you do not wish to receive these alerts, please email us at care@BIOHMHealth.com

d. Information we share with third-parties

- i. **General service providers.** We share the information described above in Section 3 with our service providers, as necessary to provide their services to us. Service providers are third-parties (other companies or individuals) that help us to provide, analyze and improve our Services. For example, we work with third-party laboratories and contractors to process and analyze your sample for purposes of generating your test results.
 - i. NOTE: Our service providers act on BIOHM's behalf. While we implement procedures and contractual terms to protect the confidentiality and security of your information, we cannot guarantee the confidentiality and security of your information due to the inherent risks associated with storing and transmitting data electronically.
 - ii. When you purchase a testing kit from BIOHM, you are instructed to send a sample to our third-party laboratory with a unique identification label. The unique identification label identifies you to us but not to the laboratory.

- ii. **"Targeted advertising" service providers.** We permit third-party advertising networks and providers to collect Web Behavior Information on our Service to help us to deliver targeted online advertisements ("ads") to you. They use cookies and similar technologies (such as JavaScript, beacons, device identifiers, location data, and clear gifs) to compile information about your browser's or device's visits and usage patterns on our Services and on other websites over time, which helps to better personalize ads to match your interests, and to measure the effectiveness of ad campaigns.
 - i. If you wish to not have this information used for the purpose of serving you targeted ads, you may be able to opt-out of many advertising networks by visiting [here](#) and [here](#) (if you are located in Canada, click [here](#); or if you are located in the European Union click [here](#)). Please note this does not mean that you have opted-out of being served advertising. You will continue to receive generic ads.
 - ii. For more information about our advertising and marketing practices, please review our Cookie Policy.
- iii. **Aggregate information.** We may share aggregate information with third-parties, which is any information that has been stripped of your personal information (e.g., your name and contact information) and aggregated with information of others so that you cannot reasonably be identified as an individual ("Aggregate Information"). This Aggregate Information is different from "individual-level" information. Individual-level your Genetic Information and/or Self Reported consists of data about a single individual's genotypes, diseases or other traits/characteristics information. For example, Aggregate Information may include a statement that "30% of our female users share a particular genetic trait," without providing any data or testing results specific to any individual user. We may provide such Aggregate Information in commercial arrangements with our business partners. In contrast, individual-level Genetic Information could reveal whether a specific user has a particular genetic trait, or all of the Genetic Information about that user.
- iv. **Information we share with commonly owned entities.** We may share some or all of your information with other companies under common ownership or control of BIOHM, which may include our subsidiaries, our corporate parent, or any other subsidiaries owned by our corporate parent in order to provide you better service and improve user experience. We may provide additional notice and ask for your consent if we wish to share your information with our commonly owned entities in a materially different way than discussed in this Privacy Statement.

e. **Disclosures required by law**

Under certain circumstances your information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. BIOHM will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that BIOHM may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the BIOHM Terms of Service and other policies; (c) respond to claims that any content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of BIOHM, its employees, its users, its clients, and the public.

NOTE: If you are participating in BIOHM Research, BIOHM will withhold disclosure of your personal information involved in such research in response to judicial or other government subpoenas, warrants or orders in accordance with any applicable Certificate of Confidentiality that BIOHM has obtained from the National Institutes of Health (NIH). There are limits to what the Certificate of Confidentiality covers so please visit the Certificates of Confidentiality Kiosk (<http://grants.nih.gov/grants/policy/coc/index.htm>).

5. Your choices

a. Marketing communications

By registering for an account, you are agreeing that we may send you promotional emails about our Services. You can opt-out of receiving certain messages or notifications from us by visiting your Account page (go to Account, Settings, Notifications) or by contacting our Privacy Administrator at care@BIOHMHealth.com. You can also click the "unsubscribe" button at the bottom of promotional email communications. Please note that you may not opt-out of receiving non-promotional messages regarding your account, such as technical notices, purchase confirmations, or Service-related emails.

You may decide to disclose your personal information to friends and/or family members, doctors or other health care professionals, and/or other individuals outside of our Services, including through third-party services such as social networks and third-party apps that connect to our website and mobile apps through our application programming interface ("API"). These third-parties may use your personal information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy policies of all other third-parties involved in the transaction. For example, if you have enabled a BIOHM sharing feature with another person who downloads a third-party app that uses our API, your information may also be obtained by that third-party app developer and, potentially, by other users of that third-party app.

In general, personal information, once shared or disclosed, can be difficult to contain or retrieve. BIOHM will have no responsibility or liability for any consequences that may result because you have released or shared personal information with others. Likewise, if you are reading this because you have access to the personal information of a BIOHM customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of each person within that account. It is incumbent upon all users to share personal information and account access only with people they know and trust. Users with multi-profile accounts (e.g., where family member accounts are linked) should use caution in setting profile-level privacy settings.

6. Important Information

a. Security measures

BIOHM takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, BIOHM uses a range of physical, technical, and administrative measures to safeguard your Personal Information.

Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our Services. You should not disclose your authentication information to any third-party and should immediately notify BIOHM of any unauthorized use of your password. BIOHM cannot secure Personal Information that you release on your own or that you request us to release.

Your information collected through the Service may be stored and processed in the United States or any other country in which BIOHM or its subsidiaries, affiliates or service providers maintain facilities and, therefore, your information may be subject to the laws of those other jurisdictions which may be different from the laws of your country of residence.

b. Business transactions

In the event that BIOHM goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

c. Linked websites

BIOHM provides links to third-party websites operated by organizations not affiliated with BIOHM. BIOHM does not disclose your information to organizations operating such linked third-party websites. BIOHM does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and

every website that you visit. This Privacy Statement applies solely to information collected by BIOHM.

d. **Children's privacy**

BIOHM is committed to protecting the privacy of children as well as adults. Neither BIOHM nor any of its Services are designed for, intended to attract, or directed toward children under the age of 13. A parent or guardian, however, may collect a sample from, create an account for, and provide information related to, his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to BIOHM about his or her child is kept secure and that the information submitted is accurate.

e. **Changes to this Privacy Statement**

Whenever this Privacy Statement is changed in a material way, a notice will be posted as part of this Privacy Statement.

7. Contact Information

If you have questions about this Privacy Statement, please email BIOHM's Privacy Administrator at care@BIOHMHealth.com, or send a letter to:

Privacy Administrator
BIOHM Health LLC
737 Bolivar Road
Suite 200
Cleveland, Ohio 44115

BIOHM Banking Consent Document

Consent Document for Sample Storage and Additional Genetic Analyses

By choosing to have BIOHM store either your sample or DNA extracted from your sample, you are consenting to having BIOHM and its contractors access and analyze your stored sample, using the same or more advanced technologies (such as genetic sequencing), in a manner consistent with our Terms of Service and Privacy Policy. Unless we notify you otherwise, we will store your sample indefinitely at our laboratory. We may contact you in the event we need to re-analyze your sample. All of the same safeguards to any further use of your sample will be provided as in our Terms of Service and Privacy Statement.

Additional DNA Analyses of Stored Participant Samples

In addition, a subset of research participants may have their microbiome reanalyzed using another technology. The sequencing may focus on particular regions of the microbiome or on the whole microbiome. While the field of large-scale sequence analysis is still in its early stages, we can use methods that are

being developed to compare sequence data with large public databases of genetic variation to identify and characterize functional genetic variation. The sample sizes needed for sequencing vary considerably depending on the type of study.

Research Consent Document

Consent Document - Key Points

BIOHM aims to make and support scientific discoveries and publish those discoveries in scientific journals. We invite you to take part in this project, which we call **BIOHM Research**. To get started you must agree to the terms in our full consent document (below) that are part of our overall Terms of Service, which you agree to during the checkout process. Here are key points of that document:

How do I take part in BIOHM Research?

- Take surveys or otherwise enter information about yourself into the BIOHM website. You choose which surveys to take and which questions to answer.

Can my child take part in BIOHM Research?

- Your child may take part in BIOHM Research if he or she gives assent to participate and a parent or legal guardian authorizes BIOHM to use his or her Genetic & Self-Reported Information for research.

Which of my personal information is used for research?

- Your genetic data and any other personal information you enter into the website, except for your Registration Information (name, contact information, and credit card information), may be analyzed in the research.
- Your name and contact information may be used to communicate with you but are not analyzed in combination with your genetic and other personal information.

Who gets to see my personal information?

- BIOHM's privacy statement outlines who does and does not get access to the personal information of BIOHM customers; here we list the additional individuals who will get access if you consent to take part in research.
- *Within BIOHM and BIOHM Third Party Labs:* BIOHM researchers who conduct analyses will have access to your genetic and other personal information, but not to your name, contact, or credit card information. BIOHM researchers who contact you will have access to names and contact information, but only to very limited genetic or other personal information.
- *Outside of BIOHM:* BIOHM may share some data with external research

partners and in scientific publications. These data will be summarized across enough customers to minimize the chance that your personal information will be exposed. BIOHM may need to share the information with other agencies as required by law.

How will I benefit from this research?

- By taking surveys you may learn about BIOHM's research findings, including how your answers compare with those of others and new discoveries made by BIOHM's research program.
- Sometime in the future you or your family may benefit indirectly from research discoveries made by BIOHM or its research partners.

What are the risks of taking part in this research?

- There is a very small chance that someone with access to the research data or results could expose personal information about you. BIOHM has policies and practices in place to minimize the chance of such an event.

Can I stop taking part in BIOHM Research?

- Yes, you can withdraw from BIOHM Research at any time. Any of your data that have already been entered into a study cannot be withdrawn, but your data will not be included in studies that start more than 30 days after you withdraw (it may take up to 30 days to withdraw your information after you withdraw your consent). To withdraw, simply send your request to care@BIOHMHealth.com

Full Consent Document

One of BIOHM's missions is to make and support meaningful scientific discoveries by enabling its customers to participate directly in research. BIOHM has enrolled participants from among its customers in this project, which we call **BIOHM Research**. Specifically, BIOHM Research refers to research aimed at publication in peer-reviewed journals and research funded by the federal government (such as the National Institutes of Health - NIH). The BIOHM Research study aims to uncover connections among various health issues and lifestyle choices and the microbiome, and further the overall science and understanding of the role that the microbiome plays in health and wellness.

For further details on BIOHM's other uses of personal information, see our Privacy Policy above

BIOHM seeks your voluntary participation in **BIOHM Research**.

This document explains:

- 1 What you are agreeing to if you consent
- 2 How you can participate

- 3 How your data will be used
- 4 How we protect your data and keep it private
- 5 The benefits and risks of participation
- 6 Your options and how to withdraw
- 7 Who to contact if you have questions

1. What am I agreeing to if I consent?

Giving consent by agreeing to the Terms of Service at checkout means that you agree to let BIOHM researchers use your Genetic & Self-Reported Information for BIOHM Research, as described above. "Genetic & Self-Reported Information" refers to:

- Your genetic data
- Information you enter into surveys, forms and other features
- Data you authorize us to import for research
- Your age and ethnicity

Self-Reported Information includes any information you submit. We may also use the results of further analysis of your sample in BIOHM Research. Your Genetic & Self-Reported Information does not include identifying Registration Information you provided when you purchased a test or created an account (such as name, address, email address, user ID, password, or credit card information).

2. How do I participate?

Participation consists of (1) allowing BIOHM researchers to use your Genetic & Self-Reported Information for BIOHM Research, and (2) entering data about yourself into BIOHM Research features on the BIOHM website, or submitting it to BIOHM through various features. These features include surveys, individual questions, and other features where you enter information. If you do not feel comfortable providing a piece of information, you may choose not to answer that question. You may choose to take all, some, or none of the surveys.

The BIOHM Research study is open-ended: new surveys and features may be added on a continuing basis. If new surveys or features are added, you may receive an email update or see an announcement when you sign in to your account. We might invite you to participate in a specific study if your Genetic & Self-Reported Information matches the area of interest.

Your participation in the BIOHM Research study is completely voluntary.

3. How will my data be used in BIOHM Research?

Your Genetic & Self-Reported Information may be used to discover links between the microbiome and various states of health and wellness, lifestyle choices and genetics. Discoveries made as a result of this research could be used to understand the basic causes of disease, develop drugs or other treatments and/or preventive measures, or predict a person's risk of disease. The topics to be studied span a wide range of traits and conditions, from common to rare.

Some of these studies may be sponsored by or conducted on behalf of third parties, such as non-profit foundations, academic institutions or pharmaceutical companies.

This study may cover potentially sensitive topics such as sexual orientation, illicit drug use or other illegal behavior, or HIV/AIDS status.

4. How do you keep my data protected and private (whether or not I consent)?

BIOHM's Privacy Policy above outlines how the company protects your privacy while conducting business, such as providing our services to you. BIOHM uses a range of physical, technical, and administrative procedures to protect the privacy of your personal information, including your genetic data and your survey responses.

If you agree to this Consent Document, BIOHM can use your information in additional ways. Specifically, BIOHM researchers can use your data for research that will be published in scientific journals, or that is sponsored by the National Institutes of Health and certain other organizations.

Just as BIOHM aims to minimize the chances of a privacy breach while conducting its business, BIOHM researchers aim to minimize the chances of a privacy breach while conducting research. Here are the main ways we do that:

- The BIOHM researchers who conduct the statistical analyses do not have access to Registration Information (name, address, email address, user ID, password, or credit card) of customers
- BIOHM researchers who interact with research participants and conduct interviews have access to names and contact information of participants, but only to very limited genetic and other personal information
- To minimize the chance that an external person can determine that any particular customer is part of a study, BIOHM researchers either
 - publish only data pooled across multiple customers or
 - publish only very limited, non-identifying information of a single individual

5. What are the benefits and risks of participation?

Benefits:

One of BIOHM's missions is to make meaningful scientific contributions by enabling its customers to participate directly in genetic research. If BIOHM publishes study results in peer-reviewed journals, there may be an indirect benefit to you as scientific knowledge increases and/or new drugs or tests are developed.

You may also have the opportunity to acquire one or more of the following, in return for some level of participation in the research:

- Comparison of your personal survey responses to those of all responders, additional information about the microbiome, genetic research or the

BIOHM study, and/or preliminary research findings

- There may be additional benefits to participation that are currently unforeseeable.

Based on the results of this study, BIOHM may develop intellectual property, including but not limited to patents, copyrights and trademarks, and/or BIOHM may commercialize products or services, directly or indirectly. In such cases you will not receive any compensation.

Risks:

There are some potential risks to participating in the BIOHM Research study, as described below.

- Some survey questions or data comparisons may make you or your family members uncomfortable.
- Your genetic data, survey responses, and/or personally identifying information may be stolen in the event of a security breach. In the event of such a breach, if your data are associated with your identity, they may be made public or released to insurance companies, which could have a negative effect on your ability to obtain insurance coverage. In addition, if you or a family member has genetic data linked to your name or your family member's name in a public database, someone who has access to your BIOHM genetic data might be able to link that data to your name or your family member's name through the publicly available genetic data. Although BIOHM cannot provide a 100% guarantee that your data will be safe, BIOHM has strong policies and procedures in place to minimize the possibility of a breach.
- When BIOHM researchers publish results from this ongoing study, they may include your Genetic & Self-Reported Information but only as part of a summary across enough people to minimize the chance that your personal information will be exposed. Identification of your individual-level data from those summaries would be extremely difficult, but it is possible that a third party that has obtained some of your genetic data could compare that partial data to the published results and infer some of your other personal information.
- As with any online service, if you disclose your account password to others, they may be able to access your account and your Genetic & Self-Reported Information.
- There may be additional risks to participation that are currently unforeseeable.

None of the surveys or other procedures used by the researchers in the BIOHM Research study is invasive or experimental. The procedures involved do not involve more than the minimal risks described above.

6. Do I have any alternatives? Can I withdraw from this study?

Your alternative is not to participate in the BIOHM Research study. If you choose not to give consent for BIOHM Research, your Genetic & Self-Reported Information may still be used for other purposes, as described in our Privacy

Policy. If you do give consent to participate in this study, you may choose not to take BIOHM Research surveys or use other BIOHM Research features. At any time, you may choose to change your consent status to either take part in BIOHM Research or to withdraw all or some of your Genetic & Self-Reported Information from BIOHM Research. Simply send an email to care@BIOHMHealth.com to make such request. If you withdraw all or some of your Genetic & Self-Reported Information, BIOHM will prevent that information from being used in new BIOHM Research initiated after 30 days from receipt of your request (it may take up to 30 days to withdraw your information after you withdraw your consent). Any research on your data that has been performed or published prior to this date will not be reversed, undone, or withdrawn. Choosing not to give consent or withdrawing from BIOHM Research will not affect your access to your Genetic Information or to the Personal Genome Service.

In addition, the BIOHM Research study may be terminated without your consent. In the following cases, BIOHM will maintain your Genetic & Self-Reported Information according to the terms of our Privacy Statement.

1. Transfer of ownership. If BIOHM undergoes a business transition such as an acquisition or merger, the BIOHM Research study may be terminated. In such case, your information would remain subject to the promises made in any pre-existing Privacy Policy.
2. Termination of service. BIOHM may terminate your access to the Personal Genome Service for any reason in its sole discretion. If your access to the Personal Genome Service is terminated for any of these reasons, your participation in the BIOHM Research study may also be terminated.

7. Who do I contact if I have questions?

If you have ***general questions and need help with*** BIOHM's service, please contact:

- care@BIOHMHealth.com
- If you have ***any questions or concerns about the BIOHM Research study, if you suffer a research-related injury, or if you have a question about subjects' rights***, please contact the following:
- BIOHM Human Protections Administrator
- Email: care@BIOHMHealth.com

***This Privacy Statement was last updated on September 13th, 2017.**