

ANTEA LIFE / TERMS OF USE

Last updated: [09/04/2020]

Please read the following carefully before accessing the website www.karygenhealth.com or any other affiliated websites of Antea Life (together the “Website” or “Site”).

The Site is owned and operated by Antea Life. (“Antea Life” “we” or “us”). The Site is offered to you conditioned on your acceptance without modification of these Terms of Use, which govern your use of the Site and the services provided on the Site, including your use or purchase of any test, product or service by or through the Site.

By accessing or using the Site, you agree to comply with and be bound by these Terms of Use. By accessing or using the Site, you also agree to the terms in our Privacy Policy linked on the Site and you agree to abide by all applicable laws and regulations regardless of your physical location.

Use of the Antea Life website is solely at your risk and is subject to all applicable local, State, National and International laws and regulations.

If you do not agree to these Terms of Use or the Privacy Policy, you must immediately terminate your use of the Site.

Informed Consent

Reports produced by Antea Life enables you, or your nominated medical practitioner to make more informed decisions regarding your health, wellness and treatment. Before submitting your sample for testing, you agree and consent to the following:

1. I am 18 years of age or older, and any sample provided is either mine or of a person for whom I am a parent or legal guardian or have obtained legal authorisation to provide their sample.
2. Antea Life will extract DNA from my sample to perform DNA testing. In some cases, an additional sample may be requested if the original sample is not adequate for testing.
3. Antea Life will securely transfer my data to secure servers for storage and specialised data analysis and reporting.
4. Antea Life will provide a personalised report only for the tests requested.
5. Antea Life will confidentially disclose my results/report to my nominated medical practitioner, when required.
6. Antea Life will make my results available to my nominated medical practitioner via either a secure on-line portal or email.
7. Antea Life may store and use my de-identified DNA for research and quality purposes.
8. If I have questions, I can send these to info@antealife.com

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Changes

Antea Life reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Website and these Terms, in whole or in part, at any time. Changes will be effective when posted. Your continued use of the Website and/or the services made available on or through the Website after any changes are posted will be considered acceptance of those changes. You can review the most current version of the Terms by clicking on the "Terms of Use" link, located at the bottom of our website.

Registration Accounts

If required to register and select a unique login and password (known herein as "Login Details"), you must keep your Login Details and you must maintain their confidentiality. By registering, you represent, warrant and covenant that: (i) you are at least 18 years of age; (ii) you are using your actual identity; (iii) you have provided only true, accurate, current and complete information about yourself during the registration process; and (iv) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. By logging onto the Website using any password, you represent, warrant and covenant that you are authorized to use such password and to engage in the activities that you conduct thereunder. You agree that you will be solely responsible for the maintenance and security of your Login Details. You also agree that you will be solely responsible for any activities conducted on or through this Website. Your Login Details are unique to you, and you agree not to disclose or share your Login Details with any third party. Antea Life reserves the right to deny or revoke access to the Website, or any part thereof, at any time in our sole discretion, with or without cause. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please notify Antea Life immediately.

Prohibited Use

You may not modify, copy, distribute, transmit, display, perform, reproduce, license, create derivative works from, reverse engineer, transfer or sell any information, software, products or services obtained from the Services or the Site. Any attempt to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Website or the Website's services, or any content thereof, or make any unauthorized use thereof is prohibited. Use of the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website or any of its services is prohibited.

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Limitation of Liability

Neither Antea Life, its divisions, subsidiaries, successors, parent companies, or their employees, partners, principals, or representatives, nor any other party involved in creating, modifying, or updating karygenhealth.com shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect, or punitive damages arising out of your use of, or inability to use, this website, its products or services. When using Antea Life's website, information will be transmitted over a medium that may be beyond the control and jurisdiction of Antea Life. Antea Life is not liable for the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Antea Life's websites. Antea Life is not responsible for any resulting damage to your computer from a security breach, or from a virus, unauthorized intervention, fraud, computer failure, or any other technical malfunction. Antea Life reserves the right to alter, suspend or discontinue Antea Life's website or any features, products or services at any time for any reason without notice or cause. Antea Life's website may be temporarily unavailable due to maintenance or technical equipment malfunction.

Indemnity

You agree to defend, indemnify and hold Antea Life and its affiliates' directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including attorneys' fees, arising in any way from your misuse of the Website, your placement or transmission of any message, content, information, software or other materials through the Website, or your breach or violation of the law or of these Terms of Use.

Applicable Law

Antea Life controls and operates the Website from our offices in Australia. We do not represent that materials on the Website are appropriate or available for use in other locations. Persons who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent that local laws are applicable. You agree that any dispute over your use of this Site or these Terms will be governed by the laws of the State of Victoria and you also consent to the adjudication of any disputes being dealt with in a court in Melbourne in the State of Victoria, Australia.

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Accuracy and Limitations of Services

The Antea Life website is provided for informational purposes and is not intended as medical advice or as a substitute for the medical advice from a physician or other health care professional. You should not use this information to diagnose or treat a health problem without consulting with a qualified health care provider.

Refunds

Sample processing begins as soon as a sample is received, therefore Antea Life is unable to offer refunds or cancellations of any order once a specimen has been received in our offices. If you decide you do not want to proceed with testing, please contact us immediately to determine if your sample has been received.

Shipping Materials

Kits will be shipped using Australia Post. Orders will be delivered to your address. Antea Life tries to ensure that your order is delivered as soon as possible by packing and dispatching within 24 to 48 hours of the order being placed. Delivery times are reliant upon normal Australia Post working hours and vary depending on your location. Please note that orders can only be dispatched Monday to Friday.