

TERMS AND CONDITIONS

These Terms and Conditions (what we call the "Terms") govern your use and access to the Pillcheck™ website ("Site") and any related services ("Service"). Your use of our Site or ordering of any testing or consulting services will indicate your understanding of conditions and limitations, and your agreement to be bound by these terms. If you do not agree to these terms, please do not use our Site or any of the Services.

This website and online portal are operated by GeneYouIn Inc. (GeneYouIn) on behalf of its affiliate, Pillcheck Inc (Pillcheck). Pillcheck and GeneYouIn are copyrights of GeneYouIn Inc. "Service" and/or "Services" shall include the "Pharmacist Services" (as defined below) for the purposes of these Terms and Conditions, Pillcheck [Privacy Policy](#) and Pillcheck [Informed Consent](#).

About Pillcheck Service

The Pillcheck service available on our Site includes a genetic test performed in a certified testing [laboratory](#), a report of your results, and Pharmacist Services (collectively named "Your Results"). Only specific, well-identified DNA variations related to drug metabolism and response are analyzed by Pillcheck. DNA test results are used to generate a personalized report listing your body's predicted response to all Pillcheck-covered medications. Pillcheck does NOT assess genes related to disease risk or disease diagnostics and is only a tool to assist you and your healthcare providers optimize your medications. The Pillcheck service includes one Pharmacist Opinion Letter written when your initial Pillcheck test results are generated. All Pharmacist Services included with Pillcheck are provided through independent consulting pharmacists who are licensed to provide medication management counselling. Pillcheck accepts no liability or responsibility for any information, advice, or guidance that is provided by the consulting pharmacists. Pharmacist's Services are not a replacement for medical advice from your health care provider. By ordering Pillcheck, you are acknowledging that you are aware of the nature of the test and the provided Service.

You warrant that any biological samples (cheek swabs) you submit to us for processing as part of the Service are your own, that you have followed the sample collection instructions provided by us, and that you are 18 years of age or older. When you submit a sample for your child or parent for whom you are a legal custodian, you take the responsibility to ensure that the sample is lawfully collected with the informed consent of your dependant. We do not take any responsibility for ensuring the identity of biological samples collected independently, and we do not guarantee the completeness of genetic data.

All biological samples and DNA will be destroyed 30 days after obtaining the test results. However, your genetic summary data related to drug response will be stored in Pillcheck systems for the purpose of updating Your Results over time; and you authorize Pillcheck Inc as a custodian of your genetic and health data provided in Your



Account. By accepting these Terms, you agree that your anonymized genetic and health data can be used for analytic and process improvement purposes.

Drug response and dose estimates provided by Pillcheck reflect current clinical guidelines. They may require additional adjustment by your attending physician based on your age, sex, weight, kidney or liver function, prior medication history and known allergic drug reactions. The Pillcheck test cannot identify allergic drug reactions, which are caused by the immune system, largely unrelated to drug metabolism.

The clinical guidelines, and scientific knowledge of genetics, change from time to time; therefore, be aware that the quoted dose estimates in Your Results are expected to change as new knowledge is added. Your Pillcheck recommendations are regularly updated with new drugs according to advances in clinical science. Pillcheck Results can be used now and in the future as your medication needs change. Pillcheck is under no obligation to contact you or your physician or any other care provider, regardless of the severity of implications revealed in Your Results or health data. You are responsible for maintaining up-to-date contact information on our Site to access the Results updates.

PLEASE DO NOT CHANGE ANY MEDICATIONS, DISCONTINUE OR CHANGE DOSAGE WITHOUT A CONSULTATION WITH YOUR PHYSICIAN OR PHARMACIST.

No medical advice

The contents of our Site, including any of your or any other client's drug response estimates, or any other report generated by the Pillcheck application and affiliated consulting pharmacists performing Pharmacists' Services, as well as any other information, disease or a diagnosis, drug information, data, analyses, editorial content, images, audio and video clips, references to other publications and websites (collectively named "Content"), are for informational purposes only and are NOT INTENDED TO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT PROVIDED BY YOUR ATTENDING PHYSICIAN OR OTHER HEALTHCARE PROVIDER.

THE CONTENT OF OUR SITE AND YOUR RESULTS ARE INTENDED SOLELY FOR YOUR INFORMATIONAL PURPOSES AND ARE GIVEN FOR CONSIDERATION TO YOU AND YOUR HEALTHCARE PROVIDER TO BE USED IN THE CONTEXT OF YOUR CONDITION, MEDICAL DIAGNOSIS OR OTHER TREATMENTS.

You should not stop following professional medical advice or delay seeking it because of Your Results or any other Content. DO NOT interpret Your Results or any other Content as a recommendation of any specific treatment plan, product or course of action. Always consult your physician or other qualified healthcare provider before starting any new treatment or stopping any treatment that has been prescribed for you by your physician or other qualified healthcare provider.

PLEASE CALL YOUR DOCTOR OR 911 IMMEDIATELY IF YOU THINK YOU MAY HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY.

Account

To access Your Results and/or purchase Services, you will be required to have a user account on the Pillcheck Portal ("Your Account"). You represent your identity or are a legal guardian / custodian for your children, parents or other legal dependants, whose accounts you can request access, and warrant that the information you provide is accurate and complete. If any of the information changes, you should promptly update Your Account. We reserve the right to terminate your use of our Site or Services if any information you provide is inaccurate or incomplete. You will be prompted to create a username (your email address) and password for Your Account. You are solely responsible for keeping your password confidential, as well as for all personal health information stored in Your Account or Results, and the uses of our Site and Services. You must immediately notify us of any unauthorized use of Your Account by contacting privacy@pillcheck.ca.

We may refuse to grant you a username or password that is already in use, impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights, or is otherwise offensive, or may cause confusion, as determined by our discretion.

Charges and Billing

Shopify Inc. provides Pillcheck with the online e-commerce platform that allows us to sell our products and services to you. Fees for Pillcheck Services cannot be paid in cash and will only be paid using a credit card or online payment methods enabled in our Shopify checkout. You represent and warrant that you are authorized to use your credit card, and you agree to pay all charges incurred using Your Account. All charges will include the applicable taxes on sales in addition to the quoted price. Billing for the Service commences immediately upon placement of your order. We reserve the right to accept or reject orders for any reason and to stop accepting credit cards from one or more issuers. Price and availability of any test or Service are subject to change without notice.

Orders may be cancelled for a refund if requested within 30 days of ordering; and before the DNA sample has been sent to the lab for processing. Cancellations are subject to a non-refundable \$50 shipping and handling fee. Please contact us at service@pillcheck.ca for assistance.

If a new Pharmacist Opinion Letter is needed to reflect changes in your medications or health status, additional fees apply. Contact service@pillcheck.ca for more information.

Order Expiration

You have 90 days to send the sample to the laboratory. Beyond this period, we reserve the right to cancel your order without a refund if we are unable to contact you. After the

90 days, you may contact us to continue your order; however, additional charges may apply.

Modifications to the Service and Prices

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

Limitations on our Services

United States residents require submission of a test requisition signed by a physician; please download the form [here](#). **We advise placing your Pillcheck order after the requisition form is signed by your physician.**

Privacy and Security

Pillcheck complies with applicable legislation relating to the protection of personal information or personal data. Pillcheck's current privacy and security policies and practices are described in our [Privacy Policy](#). We reserve the right to update our privacy and security policies and practices at our sole discretion.

You may choose to share Your Results with your physician or other trusted healthcare service provider by:

- granting access to your healthcare provider's email from your Pillcheck account,
- contacting Pillcheck to request us to fax your Pharmacist Opinion Letter to your healthcare provider,
- using a discount code provided by your doctor or pharmacist when ordering Pillcheck.

We are not responsible for maintaining the security and confidentiality of copies of Your Results that are stored outside of Pillcheck's databases. We are not and cannot be responsible for any personally identifiable information about you that you release on your own or that you request or authorize us to release.

Access to your biological sample and health data in the event of a court-appointed order will be granted according to applicable legislation relating to the protection of Personal Information or personal data, including PIPEDA.

We employ commercially validated and reasonable computational and organizational safeguards against unauthorized disclosure or access to your genetic data or other personally identifiable information about you according to our Privacy & Security Policy. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE SAFETY AND SECURITY OF YOUR ACCOUNT (EMAIL ADDRESS AND PASSWORD), AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY ACTIVITIES CONDUCTED ON OR THROUGH YOUR ACCOUNT ON THE PILLCHECK PORTAL. YOUR ACCOUNT DETAILS ARE UNIQUE TO YOU, AND YOU AGREE TO MAINTAIN THEIR SECURITY AND CONFIDENTIALITY AND NOT**

TO DISCLOSE OR SHARE YOUR ACCOUNT DETAILS WITH ANY THIRD PARTY. IF YOU ARE MANAGING ORDERS FOR DEPENDANTS ON THE PILLCHECK PORTAL, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR THE SAFETY AND SECURITY OF YOUR DEPENDANT ACCOUNTS AND FOR ANY ACTIVITIES CONDUCTED ON OR THROUGH THE PILLCHECK PORTAL IN RELATION TO YOUR DEPENDANTS.

IF YOU BECOME AWARE OF ANY COMPROMISE, THEFT, LOSS, OR ANY OTHER FORM OF UNAUTHORIZED USE OF YOUR ACCOUNT, PLEASE NOTIFY PILLCHECK IMMEDIATELY BY CONTACTING PRIVACY@PILLCHECK.CA.

PILLCHECK RESERVES THE RIGHT TO DEACTIVATE YOUR ACCOUNT AND DENY OR REVOKE ACCESS TO THE PILLCHECK PORTAL AT ANY TIME AT OUR SOLE DISCRETION, WITH OR WITHOUT CAUSE. PILLCHECK WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES IN CONNECTION WITH YOUR FAILURE TO PROTECT YOUR ACCOUNT DETAILS.

User comments, feedback and other submissions

If, at our request, you send certain specific submissions or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

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Errors, inaccuracies and omissions

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

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

No Warranty

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THEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. You may also have other rights under applicable law, which vary from state/province to state/province. In the event that applicable law imposes implied warranties notwithstanding the foregoing, any implied warranties shall not have a duration greater than one year from the relevant purchase or first access date (whichever comes first); shall terminate automatically at the end of such period; and shall be disclaimed and excluded to the fullest extent permitted by law.

Limitation of Liability

PILLCHECK ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON OUR SITE, THE SERVICES, YOUR RESULTS OR OTHER CONTENT. YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH THEIR USE, INCLUDING ANY RELIANCE ON THEIR ACCURACY, COMPLETENESS OR USEFULNESS. IN NO EVENT WILL PILLCHECK, ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM THE USE OF, OR THE INABILITY TO USE, OUR SITE, THE SERVICES, YOUR RESULTS OR OTHER CONTENT; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, YOUR RESULTS, OTHER CONTENT OR ANY COMMUNICATIONS BETWEEN YOU AND PILLCHECK OR OUR SITE; LOSS OF OR DAMAGE TO YOUR BIOLOGICAL SAMPLE; THE STATEMENTS OR CONDUCT OF YOU OR ANY OTHER USER ON OUR SITE; OR ANY OTHER MATTER RELATING TO OUR SITE OR THE SERVICES. THESE LIMITATIONS WILL APPLY WHETHER OR NOT PILLCHECK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some provinces/states may not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

Indemnification

You agree to indemnify, defend and hold harmless Pillcheck, its licensors, suppliers, named partners and their respective directors, officers, employees, contractors, agents, affiliates, successors and assigns, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise from your use of our Site, the Services, Your Results or other Content, from your breach of these Terms, or from any data or communications you submit, post or transmit to or through our Site. You agree to cooperate as reasonably required in the defense of any such claim. Pillcheck reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification under this section and, in any event, you agree not to settle any such matter without the prior written consent of Pillcheck.

Procedure for making claims of copyright infringement

Pillcheck's agent for copyright issues relating to the Site is as follows:

General Counsel

Pillcheck Inc.

5000 Yonge St, Suite 1901

Toronto, Ontario, M2N 7E9, Canada

GeneYouIn Inc.

5000 Yonge St, Suite 1901

Toronto, Ontario, M2N 7E9, Canada

If you believe any Content infringes your copyright, you may request that such Content be removed from our Site by contacting Pillcheck's copyright agent and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material and provide its URL or any other pertinent information that will allow Pillcheck to locate the material.
- Your name, address, telephone number and email address.
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the information you have supplied is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.
- Applicable law.
- This agreement and the resolution of any dispute related to these Terms, our Site, the Services, Your Results or any other Content shall be governed by and construed in accordance with the laws of Canada, without regard to its conflicts of law principles. Any legal action or proceeding between Pillcheck and you related to this agreement shall be brought exclusively in a court of competent jurisdiction sitting in Toronto, Ontario, Canada and you agree to submit to the personal and exclusive jurisdiction of such courts.

Severability

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

Entire Agreement

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

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

Contact Information

Questions about the Terms and Conditions should be sent to us at service@pillcheck.ca.