

## ELXR® PRIVACY STATEMENT

The following outlines the Privacy Statement for <http://www.the-ELXR.com/>. ELXR® Pte Ltd is a Singapore registered, sports technology company located in Singapore, Asia. The intention of this Privacy Statement is to provide important information about the collection method, testing process, storage and use of the genetic and personal information pertaining to customer purchase of our products, our software and various Web Services. The Privacy Statement shall serve as the guideline for transparent, secure and user-controlled environment for our Products and Services. By consenting to this Privacy Statement, it shall be deemed to constitute your acceptance for ELXR® to access your Personal Information required to provide various services and purposes outlined in Section 2. Please be sure to read carefully this Privacy Statement before purchasing or using our Services.

Your Personal Information, which includes your name and address, provided to ELXR® will not be used without your explicit consent either via written or online approval unless for the following reasons;

- the information has been made anonymous or aggregated so that you cannot be personally identified; or
- a legal injunction or request has been made by the Country's Regulatory Body which requires us to disclose such information.

### 1. DEFINITIONS

- 1.1 "ELXR®" is the official registered entity name for ELXR® Pte Ltd, whose principal place of business is located at 73, Ayer Rajah Crescent, #01-08, JTC Launchpad @ one-north, Singapore 139952.
- 1.2 "Service" or "Services" can be defined as ELXR®'s products, mobile application, any proprietary or licensed software and website used by the user, regardless of its use in connection with a product purchase or personal account setup.
- 1.3 "R&D" refers to research and development activities conducted by ELXR® Pte Ltd, or Superfit Pte Ltd, a registered company in Singapore and a business partner of ELXR® Pte Ltd.
- 1.4 "Personal Information" is defined as information that can be used to identify you or your place of location, either as independent or in conjunction with other information. In order to provide you with the Service(s), we collect and store the following types of Personal Information:
  - a. "Registration Information" can be defined as information that you provide when you register for and/or purchase ELXR®'s Services, such as name, email, mail address, gender, birthdate, user ID and password, and payment information.
  - b. "Genetic Information" can be defined as information regarding your genotypes represent genetic variations called single nucleotide polymorphisms (SNPs) at particular locations in your genome. By providing us with your saliva sample, Customers allow us to extract your DNA and analyze your Genetic Information, and thus, for you to receive the Services. As the DNA sequence of human's genome does not change over one's lifetime, your genotype also does not change, however, an interpretation of the genotype may change depends on the further researches in the future.
  - c. "Self-Reported Information" can be defined as all other information voluntarily provided to ELXR®, including but not limited to information regarding your family history, disease history, other health-related information, personal traits, ethnicity, religion and other information through our online surveys or in creating your ELXR® personal account.
  - d. "User Content" can be defined as all information other than Genetic Information or Self-Reported Information generated by users of ELXR®'s Services and transmitted, whether publicly or privately to or through ELXR®. The information includes data, text, software, photographs, music, audio, video, messages or other materials.
  - e. "Web Behavior Information" can be defined as information on how you use the ELXR®'s website, for example, browser type, domain or page views, collected through log files, cookies, and web beacon technology.
  - f. "Referral Information" can be defined as information provided by you when referring ELXR®'s services to your friends and contacts. Examples of Referral Information can be your name, email, address, and the name and email address of the person you are referring our Services to.

### 2. OUR PRIVACY PRINCIPLES AND OBJECTIVE

Our Key Privacy Principles and Objective is outlined as follows;

- To provide, research, analyze and improve our Services in each country and region while adhering to national and local laws and regulations; including methodology for marketing and for advertising purposes.
- To protect the security and safety of ELXR® and its Services, its employees and customers alike for each country in which the Services are offered to.
- To comply with all laws and regulations we are subject to in Singapore.
- Not to sell, lease or rent Personal Information without your explicit consent.

### 3. COLLECTION METHOD AND TYPES OF INFORMATION TO RECEIVE SERVICE(S)

- 3.1 Information that you will be requested to provide directly to ELXR® is as follows:
  - a. Registration Information is required to set up your personal account to receive our Services through ELXR®. When you register an account with us, your name, date of birth, billing and shipping address, payment information and contact information will be required.
  - b. User Content is requested or required when you post, create or upload content, including data, text, software, music, audio, photographs, graphics, video, messages, or other materials through our Services. For example, User Content can include emails made to Customer Support, and can also include Personal Information.
  - c. Self-Reported Information is Personal Information that can be either mandatory or provided voluntarily. The information can include surveys, forms, features or applications. For example, the survey may require you to provide information regarding your personal traits, ethnicity, disease conditions, other health-related information and family history information for Research Purposes and increase the accuracy of the Services.
  - d. Referral Information is Information provided by you when you refer a person to ELXR® or ELXR® and Superfit Services. When you make referrals using a social network, it may also include information from your profile that is made available to ELXR® when we connect to your social network to post the referral on your behalf.
  - e. Social Media Features and Widgets ("Features") can be used on our website, including the Twitter and Facebook's Like/ Share button. These Features may collect your IP address or set a cookie to enable the Feature to function properly.
  - f. All other information provided you when contacting our Customer Service, either by email or phone is collected, tracked and stored in the efforts to respond to your inquiry, investigate any violation of the Privacy Statement and our Terms of service or applicable laws or regulations, and to analyze, reply or improve our Services to the Customer.
- 3.2 Information collected to provide ELXR®'s Services
  - a. Genetic Information that contains your genotypes represent genetic variations called as single nucleotide polymorphisms (SNPs) at particular locations in your genome, is obtained when you provide us with your saliva sample and the saliva sample is processed and analyzed by us, or when you otherwise contribute or access your Genetic Information through our Services. Genetic Information includes the result of your genetic testing report as part of our Services, and may be used for other purposes, as outlined in Section 4.

### 3.3 Information collected from cookies and similar technologies

Web Behavior Information is collected by ELXR® and our third-party partners through using cookies and similar technologies ("Technologies") such as web beacons, tags, scripts and device identifiers. The Technologies are used to recognize your technology selection, and allow us to customize and improve your experience, provide security, analyze usage of our Services, gather demographic information about our user base, offer our products and services to you in a more efficient manner, to monitor our marketing programs and methods, and to conduct targeted advertising on ELXR®'s site and other sites in the Internet.

### 4. USE AND SHARE OF INFORMATION

- 4.1 Use and Share of Information: The intention of the use and share of information provided by you is primarily to provide, analyze and improve our Services: Please refer to Section 3 for further details outlining the use and sharing of Information and its definition. Furthermore, use and sharing of information include, among other things, using your Personal Information in order to;
  - a. open your account, enable purchases and process payments, implement your requests, and communicate with you;
  - b. host our website, operate our mobile applications, authenticate your visits, provide custom personalized content and information and track your usage of our Services;
  - c. conduct web analytics to improve and enhance our Services;
  - d. offer new products or services to you, such as using emails, promotions or contests;
  - e. conduct surveys or polls and obtain testimonials;
  - f. process and deliver your genetic testing results;
  - g. perform research and development activities.

### 4.2 Consent

ELXR® reserves the right to consent with you on any other information or matters that are not outlined above or as requested by the Customer to provide Services not mentioned above.

### 4.3 Third Party

ELXR® may provide or share your Personal Information to contracted third-party, service providers, which includes Companies and People that enable ELXR® to provide, serve, understand and improve our Services. Service Provider: The order and payment of our Services is hosted by Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you. Your data is stored through Shopify's data storage, databases, and the general Shopify application. They store your data on a secure server protected by a firewall. If you choose a direct payment gateway to complete your purchase, then Shopify stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted. All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers. For more insight, you may also want to read Shopify's Terms of Service (<https://www.shopify.com/legal/terms>) or Privacy Statement (<https://www.shopify.com/legal/privacy>).

### 4.4 Disclosures required by law

Your Personal Information may be subject to disclosure under certain circumstances, such as pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities. ELXR® will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or we have reasonable grounds to believe that such preservation or disclosure is necessary to; 1) comply with legal or regulatory process or obligations that ELXR® may owe pursuant to ethical and other professional rules, laws, and regulations; 2) enforce our Terms of Services and other policies; 3) respond to claims that any content violates the rights of third parties; 4) protect the rights, property or personal safety of ELXR®, its users, its employees, its clients and the public.

### 5. GENETIC DATA SECURITY AND STORAGE

ELXR® works with Genesis Healthcare (Yebisu Garden Place Tower 15F 4-20-3 Ebisu, Shibuya-ku, Tokyo JP 150-6026), which operates genetic research and testing under the Japanese METI (Ministry of Economy, Trade and Industry) guidelines (formulated in 2004 and revised in 2017). While adhering to the Privacy Laws of Japan, your Genetic Information will be stored with top-level security 24hours/365 days at our onsite laboratory. To insure confidentiality, each person's samples have their unique barcode to insure that only you will have access to both your Personal Information and Genetic Information via an account of ELXR® app. ELXR®'s users will have access to their results for 1 year from the time the test results are viewable online.

### 6. SECURITY MEASURES

ELXR® takes reasonable precautions and follows industry best practices to make sure that your Genetic Information and Personal Information are not inappropriately lost, misused, accessed, disclosed, altered or destroyed. When you provide your payment information, i.e. credit card information, the information is encrypted using Secure Socket layer technology (SSL) and stored with an AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, our service provider, Shopify, follows all PCI-DSS requirements and implement additional generally accepted industry standards.

### 7. CLOSURE OF ACCOUNT AND CHANGE IN PERSONAL INFORMATION

- 7.1 Closure of your Account: If you wish to close your account in our Services, it can be done by sending a request to Customer Service. When closing an account, ELXR® removes all Genetic Information within your account within 30 days of our receipt of your request. However, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have agreed to use in ELXR® will not be removed from ongoing or completed studies that use the information. Our genotyping laboratory may also retain your Genetic Information and we may retain backup copies for a limited period of time pursuant to our related to your order history, for accounting and compliance or regulatory inquiry purposes.

- 7.2 Changes in Personal Information: If you wish to change any items in your Personal Information, you can update or correct your information via your Account Settings page.

### 8. CHANGES TO THIS PRIVACY STATEMENT

This Privacy Statement was updated June 1st, 2018. ELXR® reserves the right to change, when deemed necessary, the Privacy Statement, without any prior written notice to the Customer. When a change has been made that is considered material in the Services offered, a Notice of Change or Announcement will be posted on our website or send to you via email.

### 9. QUESTIONS AND CONTACT INFORMATION

If you have questions about this statement, please contact us at the email address: [info@the-ELXR.com](mailto:info@the-ELXR.com)

## ELXR® TERMS OF SERVICE

### 1. GENERAL TERMS FOR OUR SERVICES

By visiting our website and/or purchasing our product, you engage in our Services and agree to be bound by terms and conditions ("Terms"). Except as specified herein, these TOS apply to all user of this site, and any use of the Services, including but not limited to;

- a. providing a saliva sample for DNA extraction and processing,
- b. uploading a digital version of your Genetic Information and interacting with it on our website, and/or
- c. creating and using a personal (free) account without providing your saliva sample or Genetic Information.

Please read these TOS carefully before accessing or using our website. You will be required to agree to our TOS for using our Services. You will not be able to use Services if you do not accept the TOS. You can accept the terms of the TOS by 1) clicking to ACCEPT or AGREE button(s) which are required to proceed, where this option is made available, or by 2) using the Services, you have already agreed and accepted the terms of this TOS. In addition, when using any areas of the Services, you are subject to any guidelines or rules applicable to such services that may be disclosed, requested or posted. All such guidelines or rules are hereby incorporated by reference into the TOS. We also may offer other services from time to time that are governed by different terms of service.

### 2. DEFINITIONS

- 2.1. "ELXR®" is the official registered entity name for ELXR® Pte Ltd, whose principal place of business is located at 73, Ayer Rajah Crescent, #01-08, JTC Launchpad @ one-north, Singapore 139952.
- 2.2. "Service" or "Services" can be defined as ELXR®'s products, mobile application, any proprietary or licensed software and website used by the user, regardless of its use in connection with a product purchase or personal account setup.
- 2.3. "R&D" refers to research and development activities conducted by ELXR® Pte Ltd, or Superfit Pte Ltd, a registered company in Singapore and a business partner of ELXR® Pte Ltd.
- 2.4. "Personal Information" is defined as information that can be used to identify you or your place of location, either as independent or in conjunction with other information. In order to provide you with the Service(s), we collect and store the following types of Personal Information;
  - a. "Registration Information" can be defined as information that you provide when you register for and/or purchase ELXR®'s Services, including email, gender, name, mail address, date of birth, user ID and password, and payment information.
  - b. "Genetic Information" can be defined as information regarding your genotypes represent genetic variations called single nucleotide polymorphisms (SNPs) at particular locations in your genome. By providing us with your saliva sample, Customers allow us to extract your DNA and to analyze your Genetic Information, and thus, for you to receive the Services. As the DNA sequence of human's genome does not change over one's lifetime, your genotype also does not change, however, an interpretation of the genotype may change depends on the further researches in the future.
  - c. "Self-Reported Information" can be defined as all other information voluntarily provided to ELXR®, including but not limited to information regarding your family history, disease history, other health-related information, personal traits, ethnicity, religion and other information through our online surveys or in creating your personal account.
  - d. "Referral Information" can be defined as information provided by you when referring ELXR®'s services to your friends and contacts. Examples of Referral Information can be your name, email, address, and the name and email address of the person you are referring our Services to.
  - e. "Web Behavior Information" can be defined as information on how to use the ELXR®'s website, for example, browser type, domain or page views, obtained and collected through log files, cookies and web beacon technology.
  - f. "User Content" can be defined as all information other than Genetic Information or Self-Reported Information generated by users of ELXR®'s Services and transmitted, whether publicly or privately to or through ELXR®. The information includes messages, music, audio, data, text, software, photographs, or other materials.
- 2.5. "Aggregated Information" refers to data aggregation of Genetic and Self-Reported Information which are analyzed and evaluated together so that no particular individual can be identified.

### 3. GENERAL CONDITIONS

- 3.1. By agreeing to these TOS and providing your own saliva sample, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You agree that you may not use our products for any illegal or unauthorized purposes nor may you, in the use of our Services, violate any laws in your jurisdiction, including but not limited to copyright law.

Any misrepresentation of yourself that is deemed to be in violation of representation will result in all and express cancellation of the Services. Under such circumstances, ELXR® reserves the right to cancel and terminate purchases and Services at any given time without prior notice and no refund will be owed to the Customer.

- 3.2. In addition to the above conditions, if you contribute or otherwise provide Genetic Information to receive our Services, you must be eighteen (18) years of age or over to agree to the TOS on behalf of yourself or those for whom you have legal authority or guardianship to agree.

### 4. OUR SERVICES

#### 4.1. Description

The Services will allow you to access our website and personal genotyping services, such as the collection and analysis of your saliva sample. You should understand that the Services are provided "AS-IS" and the current state of the art of genetic research and technology, at the time when you purchase, is used for our Service. You should also acknowledge and agree that our Services are not designed to provide you with any diagnostic testing to identify or rule out a specific genetic or chromosomal condition behind of genetic disorder or with any forensic testing such as determination of parentage. Moreover, you should understand that the nature of the Services may change from time to time without prior notice.

As part of ELXR®'s technological innovation in providing better Services to the Customer, including but not limited to system, security, content upgrades and maintenance, you acknowledge and agree that Services may stop (temporarily or permanently) at our sole discretion and without prior notice. You may also choose to stop using the Services at any time. In such case, you are not required to inform us in advance unless you request closure and termination of your account. Under no circumstances will ELXR® or its affiliates assume no responsibility for the use of Services outside the terms of these TOS or other applicable terms.

In order to use the Services, the Customer understands that the Services are offered only through the internet, and it will be your responsibility to obtain internet access, either directly or through devices that access web-based content. These internet fees will be your sole responsibility. Moreover, you must provide all equipment necessary to make internet connection, such as a computer and modem or other access devices. You are solely responsible for providing such equipment and ELXR® will not be responsible for burdening the fees.

You acknowledge and agree that it is the discretion of ELXR® to set a fixed upper limit on the storage volume or number of transmissions you may send or receive through the Services, and these upper limits may be changed by us at any time, at our discretion. In instances when a surge of access to our internet site occurs or we must shut down any or all access(es), the Customer shall be forewarned that you may not be able to access their Genetic Information or receive Services for a given time.

#### 4.2. Possible Risks and Considerations

- a. Once your Genetic Information (through your saliva sample) is provided through our Services, the disclosed genetic data, the Genetic Information and new knowledge is irrevocable: The Customer shall not assume any information provided to you as part of the Services, whether now or as genetic research advances, will all be of positive nature, either psychologically, physically, or in health terms. You are cautioned that genetic research and testing is still in its early stage of scientific discovery, and there are limitations in the Genetic Information currently offered by ELXR®'s services. Limitations will include the fact that not all information provided by the Services is validated or replicated. Thus, the Customer is strongly advised to obtain further Services from us or consult a healthcare provider on an ongoing basis in order to accommodate any discovery or changes in Information as scientific discovery advances.
- b. The Genetic Information that you will gain access may include those that are not expected or previously unknown: some Genetic Information can evoke psychological distress or negative emotions. There may be discoveries that can trouble you psychologically, emotionally and physically which you may not be able to control or change. These outcomes can lead to social, legal, or economic implications to you or to your relations that share similar Genetic Information. The customer should be aware of the personal merits and demerits of genetic testing BEFORE purchasing or using our Services. ELXR® will not be responsible for any claims or damages incurred on the outcome of our Services or Genetic Information provided.
- c. Technological advancements in genetic testing are constantly being improved and challenged. ELXR®, as your genetic testing partner, has incorporated best practices in selecting the most advanced equipment and skilled genetic testing technicians to provide you with the most accurate genetic testing results. However, the Customer should be aware that your saliva sample may not pass our internal testing protocol or may result in errors when the following conditions occur: if your saliva does not contain enough amount of DNA, if you do not provide enough volume of saliva, or bacterial or viral infections and chemical residue that are present in the saliva sample significantly lowering testing accuracy. If our testing protocol detects any failure during/after genotyping processes, we will send a second saliva collection kit at no extra charge to the Customer. However, the shipping fee to resend us the new saliva sample will be the burden of the Customer. If the second attempt results in failure, we will offer you the third attempt, however, the fees for a saliva collection kit, the retesting and the shipping to return your saliva sample to ELXR® will be burdened by the Customer. To proceed the regardless whether it is the first time a submission of your and need Any for retesting Despite technological advancements in genetic testing, ELXR® reserves the right to refuse to retest to a Customer if it is believed that there is no problem of the sample quality and the procedures for genotyping were performed properly. ELXR® will not be obligated to disclose the refusal reason(s) for retesting the Customer's saliva sample. In the event of re-examination request from the Customer claiming a doubt appearing in the test result(s), it might be possible to be subjected to retest, however, the cost will be charged in the customer. ELXR® will not be liable for an obligation to prove the accuracy and completeness of the test result(s).
- d. The Customer should be aware that Genetic Information obtained is limited in nature and should not judge their lifestyle choices or health behaviors solely on the Genetic Information. We strongly advise you to discuss your Genetic Information with a physician or other healthcare providers before you act upon the Genetic Information resulting from our Services. There may be unknown genes that are currently not offered in the Services, various influential environmental factors, or lifestyle choices that are far more important predictors to make healthcare

## ELXR® TERMS OF SERVICE

- d. [CON'T] decisions. If your Genetic Information indicates that you are (or not) at elevated genetic risk for a particular disease or conditions, it does not imply, wholly or in any partial way, that you will (or not) definitively develop the disease or conditions. In either case, if you have concerns or questions about the new learnings, it will be your responsibility to consult your physician or other healthcare providers.
- e. Genetic research and genetic testing offered by ELXR® is currently neither comprehensive nor conclusive. The fact that the data provided in our Service mainly rely on these published studies, not all data or its advice will apply to you. Future scientific research may change an interpretation of your phenotype or trait associated with your genotype. In the future, new scientific discovery may prove previous or currently available research findings to be incomplete or inaccurate. ELXR® does not provide any representation in the use of public data used to provide Services. Furthermore, ELXR® does not guarantee or provide warranties on the Services of data provided through our Services and will not be responsible for any claims made against the quality of the data provided for.
- f. It will be the Customer's responsibility to acknowledge that Genetic Information in which you choose to voluntarily share with a third party can be used against your personal interests and can result in psychological, social or economic damages. We strongly recommend that review thoroughly the merits and demerits of disclosing or sharing your Genetic Information with others.

Genetic Information and its disclosure may result in beneficial or discriminatory actions or reactions in general. For example, disclosing your Genetic Information may result in partial disclosure of your family and relatives whom may share similar genetic traits. Although very few businesses, employers or insurance companies request Genetic Information, information that is made public by you could influence you in ways that are not predictable. To understand the legal implications that you may incur based on public disclosure, we advise you to consult with a legal representative in your country. In addition, depending on your resident country, Genetic Information in which you choose to share with your physician or other healthcare providers may become a part of your medical record and may be accessible to other healthcare providers and/or insurance companies in the future. Genetic Information shared with your family, friends or employers may be used against your interests. Even if you share Genetic Information that has no or limited meaning today, the information could have greater meaning in the future as new discoveries are released. The Customer agrees to indemnify ELXR® against all claims, disputes, or damages incurred by the Customer's voluntary sharing of Genetic Information.

- g. Our Services and Genetic Information are provided to the Customer as solely for Research, Informational, and Educational purposes. We do not provide any medical advice or health interpretations from the results nor do we claim in any way that the Services or Genetic Information provided can and should be used for medical advice or health interpretation. The Services are not intended to be used or interpreted by the customer as diagnostic purposes and are not to be used a substitute for professional medical advice. You should always seek the advice of your physician or other healthcare providers with any questions you may have regarding diagnosis, cure, treatment, mitigation or prevention of any disease or other medical conditions or impairment or the status of your health.

We do not endorse warranty or guarantee the effectiveness of any specific course of action, resources, tests, physician or other healthcare 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 the 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 providers. Only a trained physician or other healthcare providers can assess your current state of health or disease, taking into account many factors, such as in some cases your genetic predisposition as well as your current symptoms, if any. Reliance on any information provided by us, our employees, other individuals or information appearing on our website at the invitation of us or other visitors to our website is solely at your own risk.

### 5. USER REPRESENTATIONS

When you access our Services, it means that you agree to, acknowledge and represent as follows:

- a. You allow us, our contractors, successors, and assignees to perform sequencing and genotyping on your DNA extracted from your saliva sample and you specifically request us to disclose the results of analyses.
- b. You understand that information provided by our Services are not intended to diagnose, prevent or treat any disease, condition or symptoms or to find the state of your health without having any medical and clinical information. Our Services are only intended for research, educational, and informational purposes, and any information should not be used as a point of diagnosis or a possible treatment. If you wish to utilize your Genetic Information data for healthcare decisions, it should always be confirmed and supplemented by additional medical and clinical testing. You acknowledge that we urge you to seek the advice of your physician or other healthcare providers if you have questions or concerns arising from your Genetic Information.
- c. You are aware that some of the information we provide may provoke strong emotion, a psychological and physical distress.
- d. You represent that you are eighteen (18) years of age or older, or have a guardian above the age of eighteen (18) years of age or older, if you are using our Services, including providing a saliva sample or accessing your Genetic Information.
- e. You understand that you provide your own sample.
- f. You understand that any action you take through our Services is not subject to any export ban or restriction in the country in which you reside.

### 5. USER REPRESENTATIONS [CON'T]

- g. You agree that any saliva sample you provide and all resulting data may be transferred and/or processed outside the country in which you reside, subject to local regulation in your jurisdiction of residence.
- h. You warrant to us that you do not belong to an insurance company attempting to gain information about employees or insured people.
- i. You are responsible for all possible consequences resulting from sharing your Genetic Information and/or your Self-Reported Information allowing others to access your information.
- j. You give permission that we store all your Personal Information in our databases.
- k. Waiver of Property Rights: You confirm that you cannot claim any rights regarding any research or commercial products that ELXR® or our collaborating partners may develop, based on your Genetic Information or provided Self-Reported Information.

You agree that you have the right to provide these presentations under the laws of local, state or country's jurisdiction in which you reside. If you violate any one of these representations, we have the right to suspend or close your account. We may reject your current or future use of our Services (or any portion thereof).

### 6. ACCOUNT INFORMATION

When you consider the use of our Services, you agree to 1) provide accurate, correct, complete and current Registration Information in using our Service; and 2) ensure the Registration information to be updated in order to provide accurate, correct, complete and current information. If any Registration information that is found to be not accurate, correct or complete, we have the right to suspend or close your account and we may reject current or future use of the Service (or any portion thereof).

You are fully responsible for maintaining your password and account security. If you give permission to third parties to access our website through your username and password, any liability, costs, or damages will be your responsibilities. You agree to 1) immediately inform that you unauthorized use of your password or account or any other breach of security; and 2) ensure that you end your account at the end of each session. ELXR® cannot and will not take any responsibility regarding any damage or loss caused by failure to comply with this Section.

### 7. ELXR® PRIVACY STATEMENT AND DISCLOSURE POLICY

When you use our Services, you MUST agree to our Privacy Statement. If you do not agree to our Privacy Statement, you may not purchase or use our Services. You can acknowledge and agree to the Privacy Statement by 1) clicking to ACCEPT or AGREE button to our Privacy Statement, where this option is made available to you any Service; or 2) for actually using the Services.

You should understand and agree that your use of our systems can be monitored by us at any time and it may be documented. Our Privacy Statement describes what types of information we collect and how to use them through our Services, website or other systems. ELXR® reserves the right to disclose your personal Genetic Information and/or Self-Reported Information to any third party without asking for and receiving your explicit consent to do so, if it is considered as Research Purposes.

Furthermore, you agree that we can preserve and disclose your Personal Information to agencies that enforces laws or others if required to do so by law if necessary, in order to: 1) enforce our TOS; 2) comply with legal process, (including a judicial proceeding, government inquiry, or court order) or other obligations related to ethical and other professional rules, regulations and laws; 3) respond to claims that any content violates the rights of third parties; or 4) protect the rights, property, or personal safety of us, our employees, our users, our clients, and the public. If any of these events occurred we will inform you through the contact information provided by you in advance, unless doing so would violate the law or a court order. You agree that there can be the technical processing and transmission of the Services, such as your Personal Information through transmissions over various networks, or technical changes or adaptation. Finally, we may, in its sole discretion, restrict access to the website for any reason.

### 8. LIMITED LICENSE

You acknowledge that all User Content that you post or transmit, whether publicly or privately, is the sole responsibility of the person who provided such User Content. In other words, you, but not ELXR®, are entirely responsible for all User Content that you post, email, or otherwise transmit via the Service. You understand that our Services and our content are protected by ELXR®'s copyright and/or other intellectual property rights and/or licensors, sponsors who provide the content to us which we provide to you as part of our Services. We allow our contents to be copied and distributed freely by you in use of non-commercial purposes, only when our content in the Services and any other content that are not included in this Section on the website; 1) provide the Services content shown on our website; 2) is offered free of charge. In using our contents, the Customer cannot edit or alter any of its contents that may result in misinterpretation or representation of the original information; 3) must include the following contribution on the materials you distribute: © ELXR® Pte Ltd. All rights reserved; distributed pursuant to a limited use from us; 4) 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 us in a separate agreement.

### 9. PROHIBITED ACTIVITIES

You warrant to us that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions or notices, as part of conditions that you use our Services. We consider as violation of our TOS, if you use the Services to impair, disable, damage, or overburden our Services or interfere when other Customers enjoy or use our Services. We consider as unlawful use when other materials and information obtained or attempted are used which are not made available or provided through the Services.



## ELXR® TERMS OF SERVICE

### 9. PROHIBITED ACTIVITIES [CON'T]

Furthermore, we consider unlawful and prohibited activities when our Services are used to;

- 1) email, upload, post, or otherwise transmit any materials that is considered to be derogatory, offensive, or obscene, including anything that can be thought as harassment based on color, race, nationality, gender, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status;
- 2) give any misleading impression or information regarding any person or entity, including but not limited to, our affiliates or otherwise misrepresent your affiliation with a person or entity;
- 3) harass another;
- 4) manipulate identifiers so that we cannot track the origin of any content transmitted through the Service;
- 5) email, upload, post or otherwise transmit ELXR®'s content that you are not allowed to transmit under any law or contractual or fiduciary relationships such as confidential and proprietary information, inside information, obtained 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 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) email, upload, post or otherwise transmit any content that limits our or other parties' Rights including trademark, trade secret, patent, copyright, or other proprietary rights;
- 9) hurt minors in any way;
- 10) promote or advertise goods or services possibly bought or sold for commercial purposes, except we allow to do so;
- 11) email, upload, post, or otherwise transmit any content that can be categorized into spam mail, except permitted by law;
- 12) email, upload, post, or otherwise transmit anything which may be made for damaging functions of computer software or hardware or telecommunications equipment such as software viruses, computer files, programs or code;
- 13) any attempt to web scraping or crawling, unless explicitly permitted by us;
- 14) stimulate the function or appearance of our website such as mirroring or framing;
- 15) override or damage security of our Services;
- 16) intervene in our Services or interrupt servers or networks connected to the Service;
- 17) violate these TOS or other guidelines that can be applied to the part of our Services;
- 18) violate any applicable law, whether intended or not.

Furthermore, you agree NOT to sell, resell, create derivative works from, reproduce, publish, distribute, display, license, perform, publish, reproduce, duplicate, copy, modify, exploit, transmit, or transfer our Services for any commercial purposes. You agree that for any violation of your obligations under the TOS and for the consequences of any such breach are your responsibility. If there are any violations, we can suspend or close your account and reject the use of our Services by you.

### 10. LAWS AND REGULATIONS REGARDING EXPORT

As we recognize the global nature of the Internet, you acknowledge and agree to comply with all local rules regarding online conduct and acceptable content. Especially, you should understand that;

- 1) our Services including providing your sample is no violation of any export ban or restriction in the country in which you reside;
- 2) your sample and data may be analyzed and processed outside the country in which you reside in Genesis Institute of Genetic Research (Yebisu Garden Place Tower 26F 4-20-3 Ebisu, Shibuya-ku, Tokyo JP 150-6026);
- 3) that you will comply with all applicable laws regarding the transmission of technical data exported from Singapore or the country from which you access our Services online.

### 11. INTELLECTUAL PROPERTY AND YOUR RIGHTS

#### 11.1 User Content

We claim no rights over ownership of your User Content, such as comments, feedback and other submissions, unless explicitly specified. However, you warrant to us that we can reproduce, modify, translate, publish, distribute, edit, display or create any derivative works with your User Content. We also have the right to offer the User Content to other companies, affiliates or individuals. You understand that we may transmit your User Content publicly through various networks and media and change it due to the technical requirements such as connecting networks, devices, media or services. Furthermore, you understand that you give permission to us to take these actions.

#### 11.2 Genetic and/or Self-Reported Information

We will not disclose your Genetic and/or Self-Reported Information to third parties unless it is for Research use and when we are required by law. However, we have no obligations or liabilities for Genetic and/or Self-Reported Information that you share or update publicly on our website. It is your responsibility to maintain your security and enforce those rights. Saliva sample that you provide, will not be returned to you when it is processed and analyzed. We cannot offer any financial benefit to you by having your Genetic Information.

#### 11.3 Waiver of Property Rights

As stated above, we have no obligations to compensate or offer financial benefits by conducting research and developing commercial products with the data provided by you including Genetic Information and Self-Reported Information.

### 12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless ELXR® and our subsidiaries, affiliates, partners, employees, officers, agents, contractors, partners, licensors, service providers, subcontractors, suppliers, interns and successors, from any claim or demand, including reasonable attorney's fees, made by any third-party due to or arising out of your breach of these TOS or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

If you choose to offer your saliva sample, you agree to defend and hold harmless us, our employees, contractors, successors and assigns from any liability arising

### 12. INDEMNIFICATION [CON'T]

out of the use or disclosure of any information obtained from the use and the disclosure of information obtained from processing and analyzing your saliva sample consistent with our Privacy Statement or results from any third-party add-ons to tools we provide. Furthermore, you defend and hold harmless us, our employees, contractors, successors and assignees in case you offer your Genetic and/or Self-Reported Information to third-parties from any claim, demand or liabilities arising from such disclosure if you choose to provide your Genetic and/or Self-Reported Information to third parties.

### 13. GENERAL PRACTICES

#### a. Use of the saliva collection kit

Customers should be aware of providing us with your saliva sample before the expiration date on the side of the collection tube. If your sample collection kit is lost or damaged, or if it has expired, please contact us as soon as possible. Although we generally don't accept your sample which collected by the expired kit, we may ship you a replacement kit "free of charge" by ELXR® depends on the situation. Replacement kits can only be shipped to the same shipping country as on the original order.

#### b. Standard Cancellation Policy

If you request a refund, ELXR® will refund the balance of the total purchase price after subtracting your shipping and handling charges. To receive a refund for an unused kit, you must notify us within 30 days of placing your order in ELXR®'s online store, and you need to request a refund and mention that you have not used the saliva collection kit yet and return it to us. After no damage of the kit was confirmed by ELXR®, the process of the refund will proceed.

#### c. Limitation of Services

You agree that we reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction, or other use of the Services, such as no limitation of the maximum number of days that Personal Information and Services or the maximum number of times you can access the Services in a certain period. We may exercise this right on a case-by-case basis.

### 14. MODIFICATIONS

#### 14.1 Modifications to Services

We reserve 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 prior notice to you. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. You agree that we may require you to download or install in your software from time to time in order to improve, develop and enhance our Services. In case of failure to download or update, part of Services can be deleted. This may result in deletion of your Personal Information and Genetic Information from our servers and may terminate Services automatically.

#### 14.2 Modifications to TOS

We reserve the right to make changes to this TOS from time to time without prior notice to the Customer. When changes are made, we will upload the edited version of the TOS available on our website and any new additional terms will be provided 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, we will treat your use as acceptance of the updated TOS. You understand that we may change to different or provide additional technologies for collection and analysis of Genetic Information without prior notice, which may be different from your initial purchase of our Services. You agree that if you choose to be provided any different or additional technologies, you will be required to pay extra fees for collection and interpretation of your Genetic Information to receive the new Service.

### 15. TERMINATION OF OUR SERVICES

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These TOS are effective unless and until terminated by either you or us. You may terminate TOS at any time by notifying us that you no longer wish to use our Services or when you cease using our site. Your notice should be sent via email, which is set out online via [info@the-ELXR.com](mailto:info@the-ELXR.com). We may require you to submit proof of identification, in order to verify that you are, in fact, the owner of your account and the termination is decided by you. Furthermore, in the event you provide us with termination notice online, we will promptly send you an email requesting you to confirm your request, and your notice will be effective following receipt of an email confirmation from you. In order to leave proof of termination notice and confirmation, we will not accept phone inquiries. If in our sole judgement, you fail or you are suspected to fail to comply with any term or provision of these TOS, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination and/or accordingly may deny your access to our services (or any part thereof).

### 16. SURVIVAL OF TERMS

All indemnities towards our Services outlined in this TOS will survive after termination notice have been provided and your account has been terminated.

### 17. 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, such as 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 and you are 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.

### 18. THIRD-PARTY LINKS

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

## ELXR® TERMS OF SERVICE

### 18. THIRD-PARTY LINKS [CON'T]

You further acknowledge and agree that we 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. If you wish to purchase healthcare products such as supplements or health drinks, engage in healthcare activities or services based on information received the Services, ELXR® will not be responsible for any damages arising from direct or indirect actions taken by the Customer.

### 19. ELXR®'S RIGHTS

The Customer shall acknowledge and agree that ELXR® has ownership of all legal right, title, and interest in and to the Services, such as any intellectual property rights.

You acknowledge and agree that intellectual proprietary and confidential information that are protected by applicable laws and regulations may be contained in the Services and any software connected to our Services. Furthermore, you acknowledge and agree that any content and information provided by our Services or sponsors is protected by patents, copyrights, service marks, trademarks, or other proprietary rights and laws. You acknowledge and agree that you do not give permission yourself or any third party to sell, lease, distribute, modify, create derivative, 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. You agree not to obscure, alter or delete any proprietary rights and notices that may be contained in our Services. Unless we allow you to do so, you agree not to use any service mark, trade name, trademark, logo of any company or organization in such manner that causes confusion, whether intentionally or unintentionally, about the ownership or authorized user of such marks, names, or logos.

### 20. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES

#### 20.1 Disclaimer of warranties

You acknowledge and agree that we do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. The use of our services is at your sole risk.

You acknowledge and agree that we do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You acknowledge and agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without prior notice to you.

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

#### 20.2 Limitation of liabilities

In no case shall ELXR®, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any content (or product) posted, transmitted, otherwise made available via the service, even if advised of their possibility.

### 21. NOTICE TO CUSTOMERS

Our primary method of communication or sending notice will be done via either email or posting on our website or app. You are encouraged to check regularly your email and our website or app, due to the fact that the notification may be irregularly sent.

### 22. ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our site or in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, and 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 Services or on any related website is inaccurate at any time without prior notice.

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.

### 23. VIOLATION OR SUSPECTED VIOLATION OF TERMS OF SERVICE

If any violation of the terms of these TOS is made by you and/or we have reasonable ground to suspect that you have violated the terms of these TOS, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services.

### 24. ENTIRE AGREEMENT

These TOS 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. Any ambiguities in the interpretation of these TOS shall not be construed against the drafting party.

### 25. GOVERNING LAW

These TOS and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Singapore.

### 26. SEVERABILITY

In the event that any provision of these TOS 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 served from these TOS, such determination shall not affect the validity and enforceability of any other remaining provisions.

### 27. OTHERS

#### 27.1 Waiver

The Failure of us to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision.

#### 27.2 Term for cause of action.

You acknowledge that any claim or demand or cause of action arising from or related to the use of our Services or the TOS must be filed within 3 months After such claim or demand or cause of action arose.

#### 27.3 Admissibility of printed version.

A printed version of this agreement will be effective in judicial or administrative proceedings.

#### 27.4 Assignment

You agree not to assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. Without prior notice to you, we may freely assign or delegate rights and obligations under the Agreement, whether fully or partially.

#### 27.5 Amendments

We have the right to modify, supplement or replace the terms of this Agreement, effective upon posting at [www.the-ELXR.com](http://www.the-ELXR.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 15 (Termination).

### 28. OUR CONTACT INFORMATION

Questions about the TOS should be sent to us at: [info@the-ELXR.com](mailto:info@the-ELXR.com)