

## ELXR® PRIVACY STATEMENT

The following outlines the Privacy Statement for our Services on <http://www.the-ELXR.com/> and our other websites and applications. ELXR® Pte Ltd is a Singapore registered, sports technology company located in Singapore and Japan. The intention of this Privacy Statement is to provide important information about our collection method, testing process, storage and use of Customers' Genetic and Personal information in relation to your use, participation or purchase of our Services, Products, Software and Web Services. By using or purchasing our Services, you hereby agree and consent to this Privacy Statement, and shall be deemed to constitute your acceptance for ELXR® to access your Personal Information required to provide the Services for the 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 consent 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 applicable judicial or regulatory bodies which requires us to disclose such information.

### 1. DEFINITIONS

- 1.1 "ELXR®" is the official registered entity name and trademark for ELXR® Pte Ltd, whose principal place of business is located at 44 Kallang Place, Four Star Building, #1A-WPS229, Singapore 339172.
- 1.2 "Service" or "Services" can be defined as ELXR®'s products, programmes mobile application(s), any proprietary or licensed software and website(s) used by the user, regardless of its use in connection with a product purchase, or a personal account setup or otherwise.
- 1.3 "R&D" refers to research and development activities conducted by ELXR® Pte Ltd, its affiliates, 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 which represent genetic variations called single nucleotide polymorphisms (SNPs) at particular locations in your genome. By providing us with your saliva sample, you 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 genome does not change over one's lifetime, your genotype also does not change, however, an interpretation of the genotype may change depending on 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®, and 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 ELXR®'s website(s) and applications, 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 are 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 applicable laws and regulations that 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 may include emails made to Customer Support, and may also include Personal Information.
  - c. Self-Reported Information is Personal Information that may be either mandatory or provided voluntarily. The information may 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 increases the accuracy of the Services.
  - d. Referral Information is Information provided by you when you refer a person to ELXR® and/or 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") may 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 Features to function properly.
  - f. All other information provided by you when contacting our Customer Service, either by email or phone is collected, tracked and stored for the purpose of responding to your inquiries,

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 known as single nucleotide polymorphisms (SNPs) at particular locations in your genome, and 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 providers 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 user 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 website(s), applications and other sites on the Internet.

### 4. USE AND SHARING OF INFORMATION

4.1 Use and Sharing of Information: The intention of the use and share of information provided by you is primarily for us to provide, analyze and improve our Services: Please refer to Section 3 for further details outlining the use and sharing of Information and its definitions. 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(s), operate our 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 obtain your consent on any other information or matters that are not outlined above or as requested by you in order to provide Services not mentioned above.

### 4.3 Third Party

ELXR® may provide or share your Personal Information to contracted third-parties and service providers, which include companies and individual persons that enable ELXR® to provide, serve, evaluate and improve our Services.

**Service Provider:** The order and payment of our Services is hosted by Shopify Inc. and may be hosted by more than one service source in different regions. 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 unless otherwise stated. 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 information, please refer to Shopify's Terms of Service (<https://www.shopify.com/legal/terms>) or Privacy Statement (<https://www.shopify.com/legal/privacy>).

### 4.4 User Verification & Disclosures required by law

In accordance with applicable law, you may be subject to certain vetting methods in connection with your use of the Services, including a verification of identity and criminal background checks. You hereby give your consent for us to perform such verification and background checks in the manner and frequency as we deem reasonably necessary so long as such is performed in compliance with applicable law. Your Personal Information may be subject to disclosure under certain circumstances, such as pursuant to judicial or other government or regulatory 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 if 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. Furthermore, any illegal activities will render your privacy protections invalid and we will submit to the relevant authorities such information required by them for compliance with applicable law.

### 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). In compliance with the Privacy Laws of Japan and Singapore, your Genetic Information will be stored with top-level security 24hours/365 days at our onsite laboratory. To ensure confidentiality, each person's samples have their unique barcode to ensure that only you will have access to both your Personal Information and Genetic Information via an account on ELXR® app. ELXR®'s users will have access to their results through the ELXR® app as long as the user account exist.

### 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 PCIDSS 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 with us and/or withdraw consent previously given, it can be done by sending a request to Customer Service at [Info@the-ELXR.com](mailto:Info@the-ELXR.com). In 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 or related to your order history, for accounting and compliance or regulatory inquiry purposes.

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

## ELXR® TERMS OF SERVICE

### 8. OVERSEAS USERS

This Privacy Statement is intended to cover use of our Services within Singapore. If you are visiting or accessing our website(s) and/or application(s) outside Singapore, please be aware that your Personal Information may be transferred to, stored and processed in Singapore where our servers are located and our central database is operated. The data protection and other laws of Singapore and other countries might not be as comprehensive as those in your country. Please be assured that we seek to take reasonable steps to ensure that your privacy is protected. By using Our Services, you understand that your Personal Information may be transferred to our facilities and those third parties with whom we share it as described in this Privacy Statement.

Under the General Data Protection Regulation (Regulation EU 2016/679) (also known as GDPR), if you are an individual protected by the GDPR you may have certain rights as a data subject. To request information about or avail yourself of those rights, please send an email to [Info@the-ELXR.com](mailto:Info@the-ELXR.com) with the "GDPR Request" in the subject line. In the email please describe, with specificity, the GDPR right you are requesting assistance with. Please note additional information may be requested prior to initiation of a request and that we reserve the right to charge a fee with respect to certain requests. Upon completion of our review, you will be notified if your request has been granted, denied, or exemptions apply.

### 9. CHANGES TO THIS PRIVACY STATEMENT

ELXR® reserves the right to update and amend this Privacy Statement from time to time. When a change has been made to this Privacy Statement, a Notice of Change or Announcement will be posted on our website or send to you via email.

### 10. QUESTIONS AND CONTACT INFORMATION

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

### 1. GENERAL TERMS FOR OUR SERVICES

By visiting our website(s), application(s) and/or purchasing our product(s), or by engaging in our Services, you agree to be bound by these Terms and conditions ("Terms"). Except as specified herein, these Terms apply to all users of the Services, including but not limited to;

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

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

### 2. DEFINITIONS

- "ELXR®" is the official registered entity name and trademark of ELXR Pte Ltd, whose principal place of business is located at 44 Kallang Place, Four Star Building, #1A-WPS229, Singapore 339172.
- "Service" or "Services" can be defined as any one or more of ELXR®'s products, mobile applications, 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.
- "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.
- "Personal Information" is defined as information that can be used to identify you or your place of location, either independently 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:
  - "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.
  - "Genetic Information" can be defined as information regarding your genotypes which represent genetic variations called single nucleotide polymorphisms (SNPs) at particular locations in your genome. By providing us with your saliva sample, you 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 genome does not change over one's lifetime, your genotype also does not change, however, an interpretation of the genotype may change depending on further research in the future.
  - "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.
  - "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.
  - "Web Behavior Information" can be defined as information on how to use ELXR®'s website(s), for example, browser type, domain or page views, obtained and collected through log files, cookies and web beacon technology.
  - "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.
- "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 providing us with Genetic Information or Reported Information belonging to you or that of your minor dependent (including saliva sample(s)) or using our Service(s), 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 use or allow any of your minor dependents to use this site and/or the Service(s). You agree that you may not use our Service(s) 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.

3.2 Any misrepresentation of yourself that is deemed to be in violation of section 3.1 above may, in our sole discretion, result in the express cancellation of all Services offered by us. Under such circumstances, ELXR® reserves the right to cancel and terminate all purchases and Services at any given time without prior notice and no refund will be owed to you.

3.3 In accordance with applicable law, you may be subjected to certain vetting methods in connection with your use of the Services, including a verification of identity and criminal background checks. You hereby give your consent for us to perform such verification and background checks in the manner and frequency as we deem reasonably necessary so long as such is performed in compliance with applicable law. Furthermore, any illegal activities will render your privacy protections invalid and we will submit to the relevant authorities such information required by them for compliance with applicable law.

### 4. OUR SERVICES

#### 4.1. Description

The Services will allow you to access our website(s) and application(s) and personal genotyping services, such as the collection and analysis of your saliva sample. You further understand that the Services are provided "AS-IS" at the current state of the art of genetic research and technology, at the time when your use of our Service(s). You 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 any genetic disorder, or with any forensic testing such as determination of parentage. Moreover, you agree 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 Customers, 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 without informing us in advance unless you request closure and termination of your account. Under no circumstances will ELXR® or its affiliates, directors, officers or employees assume any responsibility for the use of Services outside these Terms or other applicable terms.

In order to use the Services, you understand that the Services are as offered through the internet and its associated platforms. 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 the same.

You acknowledge and agree that ELXR® reserves the right to set such fixed upper limits 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 sole discretion. In instances when a surge of access to our internet site occurs or we must shut down any or all access(es), you shall be provided reasonable prior notice that you may not be able to access your Genetic Information or receive Services for a given time.

#### 4.2. Possible Risks and Considerations

- Once your Genetic Information (through your saliva sample) is provided through our Services and the genetic data analysed for you is irrevocable with the exceptions under ELXR General Terms of Our Services 4.2 (c). The Customer shall not assume any information provided to you as part of the Services, whether now or as genetic research advances, will be of a positive nature, either psychologically, physically, or in health terms. You are cautioned and acknowledge 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. You are advised to consult and seek advisory from your doctor for any genetic data analysis and information relating to your health status before your embarked onto any programmes.
- The Genetic Information that you will gain access may include those that are unexpected or previously unknown: some Genetic Information may cause 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. **You agree and acknowledge that ELXR® will not be responsible for any claims or damages, whether direct or indirect, arising or resulting from the outcome of our Services or Genetic Information provided.**
- 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 certain situations arise including but not limited to situations where 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 lowers 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 borne by the Customer. If the second attempt results in failure, we, may at our sole discretion, offer you a third attempt, however, the fees for such a third saliva collection kit, the retesting and the shipping to return your saliva sample to ELXR® will be borne solely by the Customer. Despite technological advancements in genetic testing, ELXR® reserves the right to refuse to retest a

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- Customer if we believe that there is no problem with the sample quality and the procedures for genotyping were performed properly. ELXR® will not be obligated to disclose the reason(s) for refusing to retest the Customer's saliva sample. In the event of a re-examination request from the Customer claiming a doubt appearing in the test result(s), ELXR reserves the right to provide a retest, subject to the cost of such retesting being borne by the customer. Customer agrees that ELXR® will not be liable or obligated 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 be used to judge any lifestyle choices or health behaviors solely based on such 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 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 test results, it will be your responsibility to consult your physician or other healthcare providers.
- e. ELXR does not warrant that the genetic research and/or genetic testing offered by ELXR® is comprehensive or conclusive. 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 or the data provided through our Services and will not be responsible for any claims made against the quality of the data provided therein.
- f. It will be the Customer's responsibility to acknowledge that Genetic Information in which you choose to voluntarily share with or disclose to a third party may be used against your personal interests and such disclosures may cause you psychological, social or economic damages. We strongly recommend that you review thoroughly the merits and demerits of disclosing or sharing your Genetic Information with others.

In particular, 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 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:

- 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.
- 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 and understand that you are to seek the advice of your physician or other healthcare providers if you have questions or concerns arising from your Genetic Information.
- You are aware that some of the information we provide may provoke strong emotion, or psychological and physical distress.
- You understand that you are liable for the information you represent. You represent that you are twenty-one (21) years of age or older, or have a guardian above the age of twenty-one(21) years of age or older, if you are using our Services, including providing a saliva sample or accessing your Genetic Information.
- You understand that you will provide your own sample.

- You understand that any action you take through our Services is not subjected to any export ban or restriction in the country in which you reside.

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

- 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.
- You warrant to us that you do not belong to an insurance company attempting to gain information about employees or insured people.
- 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.
- You give permission that we store all your Personal Information in our databases.
- 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 representations 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) at our sole discretion.

### 6. ACCOUNT INFORMATION

When you use our Services, you agree to 1) provide accurate, correct, complete and current Registration Information in using our Service; and 2) ensure the Registration information will be updated in order to provide accurate, correct, complete and current information. If any Registration information that is found to be inaccurate, incorrect or incomplete, 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) at our sole discretion.

You are fully responsible for maintaining your password and account security. If you give permission to third parties to access our website(s) and/or application(s) through your username and password, any liability, costs, or damages shall be at your sole risk and responsibility. You agree to 1) immediately notify us of any unauthorized use of your password or account or any other breach of security; and 2) ensure that you sign out of 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 are deemed to 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 when you set up an account; 2) when you use the Services.

You should understand and agree that your use of our Services may be monitored by us at any time and it may be documented. Our Privacy Statement describes what types of information we collect and how we use them through your use of our Services, website(s) and/or applications.

### 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 provided the content to us which we provide to you as part of our Services. In using our contents, you shall not edit or alter any of its contents without our written permission and in any event, you shall not make any edits or alterations which may result in misinterpretation or representation of the original information.

=You shall 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 authorized by us in writing.

### 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 Terms, if you use the Services to impair, disable, damage, or overburden our Services or interfere when other Customers' enjoyment or use of 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.

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

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

- 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;
- 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;
- harass, violate or infringe upon the rights of others in any way;
- manipulate identifiers so that we cannot track the origin of any content transmitted through the Services;
- 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;
- use any information received through the Services to attempt to identify other customers, to contact other customers or any forensic use;
- download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner;

## ELXR® TERMS OF SERVICE

- 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) cause hurt to minors in any way;
- 10) promote or advertise goods or services possibly bought or sold for commercial purposes, except if we allow you 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) cause or launch any programs or scripts for the purpose of web scraping, indexing, surveying 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 Terms or other guidelines that are applicable to any part of our Services;
  
- 18) violate any applicable law, whether intended or not.

Furthermore, you agree NOT to reverse engineer, disassemble, alter, decompile, sell, resell, duplicate, 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. In the event of any violations in this section, we shall, at our sole discretion, suspend or close your account and reject the use of our Services by you. We will seek reasonable damages and compensation and recover all costs relating to the legal proceedings from you as assessed by our legal representatives. Finally, you may not authorize or assist any third party to do any of the things described in this section.

### 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 warrant and/or agree 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 agree to grant us a perpetual, irrevocable, royalty-free licence to reproduce, modify, translate, publish, distribute, edit, display or create any derivative works with your User Content, and 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 to modify the same due to technical requirements such as connecting networks, devices, media or services.

#### 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 to do so under applicable law. Saliva sample that you provide, will not be returned to you when it is processed and analyzed, nor do we offer any financial reward for being in possession of your saliva sample and/or Genetic Information.

#### 11.3 Waiver of Property Rights

Further to the 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 Terms 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

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 shall 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 state in writing that you have not used the saliva collection kit yet and return it to us. After no damage of the kit is confirmed by ELXR®, the process of the refund will proceed.

#### c. Limitation of Services

You agree that we reserve the right to limit the sales of our Services to any person, geographic region or jurisdiction, or other use of the Services, such as limiting use of our Services to a certain duration 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 Services. You agree that we may require you to download or install such software from time to time in order to improve, develop and enhance our Services. In case of failure to download or update, part of our Services may be inaccessible. This may result in the deletion of your Personal Information and Genetic Information from our servers and may terminate Services automatically.

#### 14.2 Modifications to Terms

We reserve the right to make changes to this Terms from time to time without prior notice to the Customer. When changes are made, we will upload the edited version of the Terms 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 Terms have changed, we will treat your use as acceptance of the updated Terms. 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 Terms are effective unless and until terminated by either you or us. You may terminate Terms 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. 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 shall 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 Terms, we 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 Terms 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.

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.

## ELXR® TERMS OF SERVICE

### 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. In no event shall our total liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the greater of any fees paid by you, if any, for our Services in the prior twelve (12) months.

### 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 or phone. 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 Terms is made by you and/or we have reasonable ground to suspect that you have violated the Terms of these Terms, 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 Terms 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 Terms shall not be construed against the drafting party.

### 25. GOVERNING LAW AND JURISDICTION

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Singapore and all disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Courts of Singapore.

### 26. SEVERABILITY

In the event that any provision of these Terms 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, 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 Terms 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 Terms 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).

#### 27.6 Rights of Third Parties

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 35B) to enforce any of the Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

### 28. OUR CONTACT INFORMATION

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