

Terms and Conditions

Easy Medical Centre Terms & Conditions for conducting genetic analysis and blood/ urine/ stool/ hair tests.

Scope of the Terms & Conditions

The Provider operates and offers you various Services and products in the field of lifestyle genetics tests and analyses that are all governed by these Terms and Conditions.

Services

The services provided have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any disease. The material on this website is provided for informational purposes only and is not medical advice. Always consult your physician before beginning any therapy program. All therapies are specific formulations prepared by Easy Medical Centre. Any designations or references to therapies are for marketing purposes only and do not represent actual products.

Definitions

The Provider means Easy Testing Ltd whose principal place of business is in Easy Medical Centre, 37 High Street, Crewe, Cheshire, CW2 7BL. The provider's email address is support@easytests.co.uk

Service or Services means the Provider's Services related to the lifestyle genetics tests and analyses, derived products, software tools, the Easy Medical Centre website www.easytests.co.uk

Personal Information means information that is provided by you and includes name, address, email address, phone number, user ID and password.

The laboratory means our trusted laboratory we use to get samples analysed.



The Sample is your DNA sample collected through your saliva.

The Blood sample is the blood collected from your vein.

The Urine sample is the urine collected into urine container yourself and handed over to Easy Medical Centre.

The Hair sample is small amount of hair (about 5cm) collected from the hair on your head.

The Customer is identified exclusively by the unique email address provided.

Acceptance of Terms & Conditions

Except as specified herein, these Terms and Conditions apply to any use of the Services, including but not limited to: (a) submitting a saliva sample for DNA/ Blood/ Urine and Hair extraction and processing; (b) uploading a digital version of your Genetic or/ and sample tests.

Information and interacting with it on the Provider's website. In order to use the Services, you must first agree to the Terms and Conditions. You may not use the Services if you do not accept the Terms and Conditions. You can accept the Terms and Conditions by: (1) clicking to accept or agree to the Terms and Conditions, where this option is made available to you by the Provider for any Service; or by (2) actually using the Services. In this case, you acknowledge and agree that the Provider will treat your use of the Services as acceptance of the Terms and Conditions from that point onwards. In addition, when using in particular the Provider's Services, you shall be subject to any guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms and Conditions. The Provider also may offer other services from time to time that are governed by different terms of service.

Whether you submit your own saliva sample, or a saliva sample for anyone who has given you legal authority to do so, or otherwise supply your own Genetic Information, you may not use the Services and may not accept the Terms and Conditions in the following cases: if you are not of legal age to form a binding contract with the Provider; or if you are a person barred from receiving the Services under the laws of the jurisdiction in which you are resident or from which you use the Services. The same applies to blood, urine and hair tests samples.

Before the Agreement is entered into remotely, the text of these General Terms and Conditions shall be made available to you. The text of these General Terms and Conditions shall be made available to you electronically in such a way that you can easily save it on a durable data carrier. If this is not



reasonably possible, it shall be indicated, before the Agreement is entered into remotely, where you can take note of the General Terms and Conditions in an electronic form and that the text can, at your request, be sent electronically or in some other way to you free of charge.

Validity prices

The prices are valid for the respective concluded contract. The offered prices are current prices. Prices can be subject to change.

Payment

The payment is made at the moment of the purchase of the genetics sample kit and/or genetics analysis, blood/ urine/ hair sample test in a Easy Medical Centre or online and is in every case executed via the payment options on www.easytests.co.uk or in person, in our clinic.

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Right of withdrawal

You can withdraw from the contract without giving any reason until the moment that the execution of the Service starts and when the laboratory starts to process and analysis your DNA or blood/ urine/ hair sample. This is one day after the purchase of the Genetics sample kit and/or genetics/ blood/ urine/ hair analysis has taken place in a Easy Medical Centre or online via www.easytests.co.uk. The completed testing kit must be sent over to the laboratory within 3 days of placing the order. After the end of the withdrawal period, you have forfeited the option to withdraw from the contract. Withdrawal must be completed in writing to the provider via email or post and proof of delivery must be kept. The customer must also return the testing kit to the provider (Easy Medical Centre, 37 High St, Crewe, Cheshire, CW2 7BL) and cover their own postage costs and keep proof of delivery. On receipt of the returned testing kit the order will be refunded, provided it is received within the 3 day withdrawal period. You expressly agree that the laboratory may begin with the execution of the Service within one working day of purchase of the genetics kit and or genetics/ blood/ urine/ hair analysis. If your Sample submitted is destroyed during transport, damaged or altered, or if it goes missing, then this falls within your exclusive sphere. The Provider however shall make reasonable efforts to provide you with a new sample kit and to perform the Service. You expressly accept the fact that in some cases no analysis of your sample is possible, even after several attempts and



therefore no analysis report can be made. This is not within the influence of the Provider and the Provider will not be held liable to refund your purchase payment should this happen.

Limitation of liability

The Provider is only liable for damages incurred by you due to gross negligence or intent by the Provider or its employees. Liability for slight negligence, compensation for consequential damages and financial losses, savings not achieved, loss of interest and damages from third party claims against you is excluded. A claim for compensation for late or non-performance shall belong to you up to the amount of the actual purchase prejudice and only if the Provider has shown intent or at least gross negligence. The genetic analyses are always carried out on state of the art technology, however, the provider reserves a 1% error rate. Furthermore the Provider excludes any liability claims which may arise due to future or current diseases. The prevention and action programs that are offered by the Provider, can reduce the risk of disease, but not completely remove it. It is therefore possible that the disease develops, although complying with the precautionary measures. The medical statements and recommendations are based on scientific publications. These were evaluated according to best knowledge and conscience and seen to be accurate, but should not necessarily be seen as last and final state of the science by consumers. It is theoretically possible that future genetic studies come to a different conclusion and would make the findings and recommendations questionable. Liability based on new scientific evidence is excluded. Consumers are reminded that in addition to the usual genetic changes that can be detected by the Provider, other rare genetic changes may also exist. These variations could potentially positively or negatively influence the genetic variations to be analyzed, so that in these cases, no reliable statement about the gene variation can be made. Should this be the case, the analysis is repeated at least 2 times and confirmed, and then declared as "Medicinally unclear - impact unclear until new science proves otherwise" This also applies to cases in which all the analyzed gene fragments provide good results and a specific gene analysis fails 2 times, as the relevant DNA section cannot be evaluated due to genetic changes.

Data protection

The Provider and the laboratory will keep the data obtained in the genetic analysis secret and thereby comply with all legal requirements. Only you can unlock the genetic analysis to others among which the doctor, nutritionist or geneticist selected to provide you with a consultation on the results of your



genetic analysis and/ or sample analyses taken.

Storage and use of the samples

Samples and obtained genetic data will not be sold by Provider to 3rd parties without your explicit consent and will be destroyed after the completion of your genetic analysis.

Main features of the service lifestyle genetic analysis

Lifestyle genetic analyses are but are not limited to: analysis for determination of the effective weight loss programs, analysis for determination of athletic sports talent, analysis which identify the genetic risk of disease.

- a) When you receive your genetic analysis, this knowledge cannot be reversed. Information delivered to you by Provider may be unexpected or not be perceived as positive. Provider offers you further services from experienced doctors, geneticists and/or nutritionists in order to fully understand the results of the analysis and support you to be able to plan actions.
- b) You should not immediately take action regarding your lifestyle only on the basis of information from the Provider. Make sure you discuss your Genetic analysis with experienced doctors, geneticists and/or nutritionists. The genes identified by Provider are only connected to a limited amount of health risks. Other factors and lifestyle choices may give more substantial predictions. At the same time, if no health risks are identified this does not mean that these risks are not relevant to you. Also any identified risks related to your health do not necessarily mean that you will develop any disease or are even subject to an elevated risk for that disease. If the analysis leaves you with concerns we advise you to discuss these with an experienced doctor, geneticist and/or nutritionist.
- c) We advise you not to share your genetic analysis with 3rd parties, as this can be harmful to your personal interests. For example insurance companies or employers may at some point use shared information against you.
- d) The Provider's Services are for informational and educational use only and should not be seen as a medical advice. The Provider gives no guarantees regarding the effectiveness of any proposed action.
- e) The analysis is not designed to diagnose, prevent, or treat any condition or disease, illness or injury.



f) You give permission to the Provider, its contractors, successors and assignees to perform genotyping services on the DNA extracted from your saliva sample and you specifically request the Provider to disclose the results of analyses performed on your DNA to you and to others you specifically authorise the same as you giving your permission analize you blood/ urine/ hair samples.

Account Creation, Customer Account, Password, Username and Security Obligations

In consideration of your use of the Services, you agree to: (a) supply the Provider with true, accurate, current, and complete Registration Information about yourself as prompted by the Service; and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you supply the Provider with any Registration Information that is untrue, inaccurate, not current, or incomplete, or if the Provider has a reasonable ground to suspect that such information is untrue, inaccurate, out of date, or incomplete, the Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Miscellaneous

Changes or amendments of these Terms and Conditions can be made by Provider and will affect all future purchases and performance of Services from that moment onwards.

Jurisdiction

The Courts of England and Wales govern all agreements that the Provider enters into unless expressly agreed by Provider otherwise, also if the performance of work takes place outside the jurisdiction. Any disputes arising from an agreement to which these Terms and Conditions apply entirely or in part, or which arise as a consequence of agreements to be entered into later which are a consequence of such an agreement, shall be submitted, at the discretion of the Provider, to the competent court in the Provider's place of business.



Privacy Policy

We are committed to your wellness, as well as to your privacy.

Introduction

This Privacy Policy applies to all of the products, services and websites offered by Easy Medical Centre.

We respect your privacy and are committed to protecting the personal information you share with us. This statement describes how we collect and use your personal information to provide services that you request or when you choose to provide us with your personal information.

Personal Information

Personal information means any information that may be used to identify an individual, including, but not limited to, a first and last name, e-mail address, a home, postal or other physical address, other contact information, title, occupation, industry, personal interests, and other information when needed to provide a service or product or carry out a transaction you have requested.

When you browse our website, you do so anonymously, unless you have previously registered with us. We do not automatically collect personal information, including your e-mail address. We do log your IP address (the Internet address of your computer) to give us an idea of which part of our website you visit and how long you spend there. But we do not link your IP address to any personal information unless you have registered with us. Like many other commercial websites, the Easy Testing website may use standard technologies, such as "cookies" and other HTML tools, to collect information about how you use the site or to record that you opened an e-mail marketing message. Please go to "Cookies and Other Tracking Technologies" below for more information. We collect your personal information when you submit an online appointment booking form. The information is strictly to secure your appointment with Easy Medical Centre. We do not share your information with any third parties.



Use Of Cookies

A cookie is a small data file that certain websites write to your computer's hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you have visited, but the only personal information a cookie can contain is information you supply yourself. A cookie cannot read data off your hard disk or read cookie files created by other sites. Some parts of the website use cookies to track user traffic patterns. We do this in order to determine the usefulness of our website information to our users and to see how effective our navigational structure is in helping users reach that information.

HTML-formatted e-mail newsletters may use web beacons in conjunction with cookies to understand user behaviour

We may associate that information with your personal information in order to provide you more focused e-mail communications or purchase information. Each e-mail communication includes an unsubscribe link allowing you to stop delivery of that type of communication.