

Novogene Application User Agreement

This Novogene Application User Agreement ("Agreement") is a legal contract between Novogene (UK) Company Limited ("Novogene" or "we") and the user ("you"). Please read this Agreement carefully. This Agreement governs your use of and access to our software and services ("Application"). If you have any questions about the content of this Agreement or the information on this page, please do not proceed further. You may contact us for an explanation and clarification. By clicking the "I Agree" button or using the Application, you are agreeing to be bound by the terms of this Agreement. If you do not agree to all the terms and conditions within this Agreement, you must immediately stop using the Application.

1. Terms of Use.

- 1.1 License to Use Novogene Application. Subject to your compliance with this Agreement as well as any orders you may place through the Application, Novogene grants you a revocable, non-exclusive, license to access and use our application on the terms set out in this Agreement. You agree your decision to use the Application or purchase services from us is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by us regarding future functionality or features of the Application.
- 1.2 Registration: You will be required to register and establish a user account to access our services and areas of the Application. With respect to any such registration, we may refuse to grant to you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion
- 1.3 User Account Security. You are responsible for all activity that occurs via your user account set up and accessed through the Application even if that activity is not by you or is without your knowledge or consent. Please notify our customer support immediately if you become aware of any unauthorized use of your account. You may not (A) share your user account information (except with an authorized account administrator), whether intentionally or unintentionally; or (B) use another's user account. We reserve the right to refuse the provision of our services, or to remove or edit content or cancel any user account in our sole discretion. We may use your user account information to manage your use and access to the Application and the services that we provide to you.

2. Orders

- 2.1 Our acceptance of your order for services through the Application takes place when we send an email to you to accept it ("Order Confirmation") at which point and on which date ("Commencement Date") an agreement between you and us will come into existence with respect to those services. This Agreement will relate only to those Services confirmed in the Order Confirmation.
- 2.2 If we are unable to supply you with our Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for those services that we are unable to supply, we will refund you the full amount of such Services. For the avoidance of doubt, we shall be entitled to deduct payment for any services that have been supplied to you.

3. Payment and Refunds

3.1 Payment for our services is in advance. We will take your payment upon acceptance of your order.

3.2 You may pay for our services using a credit or debit card. We accept the following cards: Visa, MasterCard and [American Express][other]. We will charge your credit or debit card for your order on the date that we process your order. In the event that any refund is due to you with respect to any order for services placed through the Application we reserve the right to refund any monies due back to the credit or debit card used for payment.

4. Authorization for Third Party.

4.1 You may authorize one or more third-parties access to your data via the Application by creating one or more authorized sub-accounts in Novogene's Customer Service System (each a "Authorized Third-party Accounts"). These Authorized Third-party Accounts will be managed and controlled under your primary account.

4.2 You agree that Novogene is authorized to transfer information and data (the "User Data") to an Authorized Third-Party Account pursuant to your instructions. You will be required to select the type of User Data to be transferred and designate the Authorized Third-Party Account receiving the User Data. User Data will be passed to the Authorized Third-Party Account through an encrypted channel. You further acknowledge that User Data may include billing and payment information related to your account or any other Authorized Third-Party Account.

4.3 To better protect the security of User Data, during the period of the authorization, we will track the usage of the User Data using a logging system. When the Authorized Third-Party Account uses or manipulates the User Data, you will have access to the logging information. After the expiration of the authorization period, the authorization will be temporarily deactivated until it is re-activated when you update the authorization information again. We may require you to confirm from time to time that your authorization and the transfer of information and data to your Authorized Third-party Accounts remains valid.

4.4 Upon the termination of your primary account, all Authorized Third-party Accounts will be automatically terminated contemporaneously. However, Novogene will retain usage information of the Authorized Third-party Accounts for up to 24 months following termination of your primary account.

5. Indemnification.

5.1 You agree to indemnify and defend Novogene and our parents, subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable legal fees, arising out of you or your Authorized Third-Party's use of the Application or the data contained therein by any person or entity. We shall have the right to control the defence of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. You agree to fully cooperate with us in the defence of any such claim, action, or matter.

6. Disclaimers of Warranties.

6.1 4.1 To the maximum extent permitted by law, we disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the

Application. We further disclaim any warranty that (A) the Application will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Application will be effective, accurate, or reliable; (C) the quality of the Application will meet your expectations; or (D) any errors or defects in the Application will be corrected.

6.2 4.2 We specifically disclaim all liability for any actions resulting from your use and any Authorized Third-party's use of the Application or the User Data. You may use and access the Application at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to the Application.

6.3 4.3 If you post User Data on publicly available places, we are not responsible for: (A) any loss, corruption, or damage to User Data; (B) the deletion of User Data by anyone other than Novogene or (C) the inclusion of your User Data by third parties on other websites, in other media or for other use.

7. Intellectual Property

7.1 All intellectual property rights in or arising out of or in connection with our Services and the Application, including (without limitation) all trademarks, logos, trade names, documents, databases, graphic representations, and other information, are the property of Novogene or are used by Novogene with permission from the proprietor of such intellectual property rights.

7.2 No use of the Application or our services will transfer any such intellectual property rights to you, and you may only use such intellectual property rights to the limited extent required to use the Application and the service as intended under this Agreement.

7.3 Where as part of providing services to you then we grant you a limited worldwide, non-exclusive, royalty free licence to use and copy any results or information that we provide to you as part of the service for your personal use.

7.4 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Agreement for the purpose of providing our services to you.

8. Limitation of Liability.

8.1 Nothing in the Agreement limits any liability which cannot be legally limited, including liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause 8.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence) for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for: (a) loss of profits, sales, business or revenue; (b) loss of agreements, contracts or business opportunity; (c) loss of anticipated savings; (d) loss of use or corruption of software, data or information; (e) loss of or damage to goodwill; and (f) any indirect or consequential loss of any kind.

8.3 Subject to clause 8.1, our total liability to you for all losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the greater of (i) £100 and (ii) the

total amount paid by you to us under the Agreement in the year in which the event giving rise to the claim occurred.

8.4 This clause 8 will survive termination of the Agreement.

8.5 These terms in this clause 8 set forth the entire liability of Novogene and its affiliates as well as your exclusive remedy with respect to access and use of the Application and the provision of our services.

9. How We may use Your Personal Data

9.1 We will use your personal information you provide to us to:

- (a) provide our services;
- (b) process your payment for the services; and
- (c) inform you about similar services that we provided, but you may stop receiving these at any time by contacting us.

9.2 We will process your personal information in accordance with our Privacy Policy, terms of which are incorporated into this Agreement.

10. Events outside of our Control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control ("Force Majeure Event").

10.2 If an Force Majeure Event takes place that affects the performance of our obligations under this Agreement:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event.

10.3 You or we may cancel this Agreement if we are affected by a Force Majeure Event which has continued for more than 30 days by giving written notice.

11. Communication

11.1 References to "in writing" in this Agreement includes email.

11.2 Any notice or other communication given by party to the other under or in connection with this Agreement must be in writing and be delivered by hand, sent by pre-paid first-class post or other next working day delivery service, or email.

11.3 A notice or other communication is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

11.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

11.5 The provisions of this clause shall not apply to the service of any legal proceedings or other documents in any legal action.

12. Right to Update Terms

12.1 We reserve the right to make changes to this Agreement from time to time, and if we do, we will notify you by revising the date at the top of the Agreement and, in some cases, we may provide you with additional notice. You should look at the Agreement regularly. Unless otherwise noted, the amended Agreement will be effective immediately, and your continued use of our services and software will confirm your acceptance of the changes. If you do not agree to the amended Agreement, you must stop using the Application and our services immediately.

13. Entire Agreement.

13.1 This Agreement, and the Privacy Policy incorporated herein by reference, constitute the entire agreement between you and Novogene with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

14. Jurisdiction.

14.1 This Agreement shall be governed by and construed in accordance with English law and the parties agree that the English courts shall have the exclusive right to determine any dispute arising out of or in connection with this Agreement.

15. No Waiver.

15.1 No waiver of any provision hereof shall be effective unless made in writing and signed by Novogene. The failure of Novogene to require the performance of any term or obligation of this Agreement, or the waiver by Novogene of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.