These Terms of Service (the “Terms”) set forth your rights and responsibilities when using the MyGenomeRx, LLC (“MyGenomeRx,” “us,” “we,” or “our”) websites, including the MyGenomeRx website located at www.MyGenomeRx.com, (each a “Site”), services, products and mobile apps provided and operated by MyGenomeRx (collectively, including the Sites, the “Services”).

These Terms govern your access to, and use of, the Services. Please read these Terms carefully. The term “you”, as used in these Terms, means any person or entity who accesses or uses the Services and any person or entity who creates an Account (defined below) and accepts these Terms. These Terms give you specific legal rights. In addition, you may also have other legal rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, limitations of liability, indemnification, waiver of jury trial, and waiver of punitive damages under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

THESE TERMS ARE A LEGAL AGREEMENT. BY ACCEPTING THESE TERMS THROUGH THE SITE OR BY ACCESSING AND USING THE SERVICES (INCLUDING THE SITES), YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT IN CONNECTION WITH THE ACCESS AND USE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE PERSON THAT YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OF RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE SERVICES. YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD (OR EQUIVALENT MINIMUM AGE IN THE JURISDICTION WHERE YOU RESIDE).

**AS DESCRIBED BELOW, THE TERMS INCLUDE THE USE OF MANDATORY BINDING ARBITRATION, A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS. THE TERMS ALSO LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE READ THE TERMS CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.**

1. **OVERVIEW; TERM AND TERMINATION; ELIGIBILITY**
   1. **Overview.** The Services include access to the MyGenomeRx public website and pharmacogenomics analysis and reporting services, including the collection and analysis on your Self-Reported Information (defined below) and the provision of Report Results (defined below). “Self-Reported Information” is information that you provide us including genetic information and other health related information, such as raw DNA data and any medications of interest, such as those currently use or which you intend to use. “Report Results” are the information and data generated through the processing of your Self-Reported Information by MyGenomeRx or by its contractors, successors, and assignees.
   2. **Relation to Other Agreements.** These Terms govern your use of the Services. Certain features of the Services may be subject to additional guidelines, terms or rules, which will be posted on the Site or provided in connection with such features. The MyGenomeRx Privacy Statement (found at www.MyGenomeRx.com) sets forth important information on how we collect, process, use and share your data (the “Privacy Statement”). Any sharing of Self-Reported Information used for scientific research will be governed by a separate consent document (a “Written Consent”), which only applies if you expressly agree to such use of your Self-Reported Information. All such additional terms, guidelines and rules, including the Privacy Statement and any Written Consent, are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services. These Terms are in addition to, and do not nullify, any other agreement between you and MyGenomeRx or any other applicable terms and conditions found on the Site. In the event of a conflict between the additional terms or other agreement and any provision in these Terms, the additional terms will prevail, but only with respect to the portion of the Services to which the additional terms apply. You agree to comply with all rules or restrictions that are posted on the Site.
   3. **Term and Termination.** Subject to this Section and Section 12.5, these Terms will remain in full force and effect while you use the Services. You may terminate your Account at any time, for any reason, by following the instructions on the Site. At any time, MyGenomeRx may suspend or terminate your rights to use the Services (including your Account) for any reason at its sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You acknowledge and understand that any termination of your Account may involve deletion of your information associated with your Account, including Self-Reported Information, Report Results and User Content. MyGenomeRx will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion or removal of (or failure to delete or remove) your information associated with your Account, including Self-Reported Information, Report Results and User Content.
   4. **Eligibility.** You may use the Services only if you are at least 18 years of age. A parent or legal guardian may submit Self-Reported Information for a minor using an Account for that child that is directly managed by the parent or legal guardian. By submitting Self-Reported Information for a minor, you represent that you are the minor's parent or legal guardian and agree to be bound by these Terms on the minor’s behalf. If MyGenomeRxbecomes aware that we have unknowingly collected Self-Reported Information or other personal information from a child under the age of 18 without the requisite consent from a legal guardian, we will take commercially reasonable efforts to delete such data from our system.
2. **ACCOUNTS**
   1. **Your Account.** To use certain Services, you must register for a user account (“Account”) and provide certain information about yourself, as prompted by the applicable registration form. You represent and warrant that: (a) all required registration information that you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services will not violate any U.S. or other applicable law or regulation. You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your Account and to maintain your password securely to prevent others from gaining access. You agree to immediately notify MyGenomeRx of any unauthorized use or suspected unauthorized use of your Account, or any other breach of security. MyGenomeRx is not liable for any loss or damage arising from your failure to comply with the above requirements.
   2. **Account Restrictions.** You may not have more than one Account. You agree not to create an Account or use the Services if you have been previously removed by us or banned from any of the Services.
3. **ACCESS TO THE SERVICES**
   1. **Access and Use.** Subject to these Terms, MyGenomeRx grants you a non-transferable, non-exclusive, revocable right to (a) access and use the Services for your personal use; (b) to share information regarding Services with friends, relatives and trusted advisors, including medical professionals; and (c) to print out discrete information from the Services solely for personal, non-commercial purposes so long as you comply with all copyright and other policies contained therein. MyGenomeRx reserves the right in its sole discretion to refuse any and all current or future use of the Services (or any portion thereof) at any time for any reason. You agree that MyGenomeRx will not be liable to you or to any third party for any refusal of any use of the Site or Services (or any portion thereof).
   2. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (e) you may not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Services in order to build a similar or competitive website, product, or service; (g) you shall not upload, transmit or distribute any computer viruses, worms or any software intended to damage or alter a computer or communications network, computer, handheld mobile device, data, the Services or any other system, device or property; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any unauthorized use of the Services terminates the rights granted by MyGenomeRx pursuant to these Terms.
   3. **Modification.** MyGenomeRx reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that MyGenomeRx will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.
   4. **No Support or Maintenance; Updates.** Unless otherwise indicated, any future release, Update (defined below), or other addition to functionality of the Services shall be subject to these Terms. You acknowledge and agree that MyGenomeRx will have no obligation to provide you with any support or maintenance in connection with the Services. You agree that MyGenomeRx is not obligated to create or provide any corrections, updates, upgrades, bug fixes, and/or enhancements of the Services (each an “Update”).
   5. **Security.** MyGenomeRx cares about the integrity and security of your personal information and endeavors to implement appropriate security measures. However, MyGenomeRx cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
4. **USER ACKNOWLEDGMENTS AND REPRESENTATIONS**
   1. **User Acknowledgment.** By accessing the Services, you acknowledge and understand the following:
      1. Report results are provided for educational purposes and for informational use only. You should not change your health behaviors on the basis of the Services, including any Report Results. You should discuss any Report Results with a physician or other health care provider before you act upon the Report Results resulting from the Services. There may be unknown pharmacological interactions, genetic factors, environmental factors, or lifestyle choices that could impact the Report Results. If your Report Results indicate that you are not at elevated risk for a particular response to a certain medication, you should not feel that you are at low risk for pharmacogenomic interactions. The opposite is also true; if your Report Results indicate you are at an elevated risk for a pharmacogenomic interactions with a certain medication, it does not mean you will definitively have that response. In either case, if you have concerns or questions about what you learn through MyGenomeRx, you should contact your physician or other health care provider.
      2. Pharmacogenomics research is an ongoing field and will never be entirely comprehensive and complete. The research community is rapidly learning more about pharmacogenomics, and because interpretations provided in our Service rely on these published studies, some interpretations may not apply to you. Future scientific research may change the interpretation of how certain genes affect the response to certain medications. In the future, the scientific community may show previous research to be incomplete or inaccurate.
      3. You should be careful about sharing your Report Results with others. Report Results that you choose to share with your physician or other health care provider may become part of your medical record and through that route be accessible to other health care providers and/or insurance companies in the future. Report Results that you share with family, friends or employers may be used against your interests. Even if you share Report Results that have no or limited meaning today, that information could have greater meaning in the future as new discoveries are made.
      4. We do not provide medical advice. You should always seek the advice of your physician or other health care provider with any questions you may have regarding diagnosis, cure, treatment, mitigation, or prevention of any disease or other medical condition or impairment or the status of your health. MyGenomeRx does not endorse, warranty or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on our Sites. If we provide to you on our Site any recommendations that identify for you, based on your Report Results 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 provider. Reliance on any information provided by MyGenomeRx, MyGenomeRx employees, others appearing on our Site at the invitation of MyGenomeRx, or other visitors to our website is solely at your own risk.
      5. You understand that the Services and information you learn from MyGenomeRx are not intended to independently diagnose, prevent, or treat any condition or disease, or to be a substitute for professional medical advice, diagnosis, or treatment. You understand that the Services and Report Results are intended for research, informational, and educational purposes only, and that while the Report Results might provide information about potentially optimizing drug therapy choices, you should consult with your physician or other health care provider before starting, stopping or making other changes to your prescription regimen, your treatment or any therapies with which you are involved. You acknowledge that MyGenomeRx urges you to seek the advice of your physician or other health care provider if you have questions or concerns arising from your Report Results.
   2. **User Representations.** By accessing the Services, you agree to, acknowledge, and represent as follows:
      1. You give permission to MyGenomeRx, its contractors, successors and assignees to perform pharmacogenomics analysis and reporting services on the Self-Reported Information and you specifically request MyGenomeRx to disclose the results of analyses performed on your Self-Reported Information to you and to others you specifically authorize.
      2. You represent that you are eighteen (18) years of age or older if you are providing Self-Reported Information or accessing your Report Results.
      3. You are guaranteeing that any Self-Reported Information you provide is your own; if you are agreeing to these Terms on behalf of a person for whom you have legal authorization, you are confirming that the Self-Reported Information provided will be of that person.
      4. If you are a customer outside the U.S. providing Self-Reported Information, you warrant that uploading Self-Reported Information does not violate any law or regulation in the country or jurisdiction in which you reside.
      5. You agree that any Self-Reported Information you provide may be transferred, processed and/or stored outside the country in which you reside.
      6. You are warranting that you are not an insurance company or an employer attempting to obtain information about an insured person or an employee.
      7. You are aware that some of the information you receive may provoke strong emotion.
      8. You take responsibility for all possible consequences resulting from your sharing with others access to your Report Results and/or your Self-Reported Information.
      9. You understand that all your Self-Reported Information will be stored in MyGenomeRx databases and will be processed in accordance with the MyGenomeRx Privacy Statement.
      10. Waiver of Property Rights: You understand that by providing any Self-Reported Information, having your Self-Reported Information processed, or accessing your Report Results, you acquire no rights in any research or commercial products that may be developed by MyGenomeRx or its collaborators. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Report Results or Self-Reported Information.

You agree that you have the authority, under the laws of the state or jurisdiction in which you reside, to make these representations. In case of a breach or inaccuracy of any one of these representations, MyGenomeRx has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify MyGenomeRx and its affiliates against any liability, costs, or damages arising out of the breach or inaccuracy of the representation.

1. **OWNERSHIP AND INTELLECTUAL PROPERTY**
   1. **MyGenomeRx Property.** Excluding any User Content that you may provide, you acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and content made available through the Services are owned by MyGenomeRx or its licensors. MyGenomeRx’s name, logo, and the product names associated with the Services belong to MyGenomeRx (or its licensors, where applicable), and no right or license is granted to you to use them by implication, estoppel or otherwise. Neither these Terms nor your access to the Services transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. MyGenomeRx and its licensors reserve all rights not granted in these Terms.
   2. **Self-Reported Information; Aggregated and Anonymized Data**. By accessing the Services and providing your Self-Reported Information for the purposes described in these Terms, you expressly grant to MyGenomeRx a worldwide, non-exclusive, royalty-free, fully paid up, sublicensable and transferable license to store, process, analyze, compare, index, use, reproduce, and otherwise exploit your Self-Reported Information (whether such information pertains to you or another person) for any and all lawful purposes including, and without limitation the following: (i) operating and providing the Services; (ii) making improvements and modifications to the Services; (iii) developing new genetic information products and services; (iv) conducting research; and (v) combining your and other users’ Self-Reported Information to compile and generate aggregated and anonymized data about users of the Services (“Aggregated and Anonymized Data”). No individual user will be identified or reasonably identifiable in such Aggregated and Anonymized Data. You acknowledge and agree that all Aggregated and Anonymized Data will belong to MyGenomeRx and may be used, exploited (including publishing, distributing, selling, licensing, and otherwise exploiting such data) and retained indefinitely by MyGenomeRx. You further understand that unless otherwise provided in a separate written agreement entered into by you and MyGenomeRx, you will not receive any compensation, credit or attribution in connection with the use of your Self-Reported Data as permitted above, and you expressly waive any and all rights and claims to compensation, credit and attribution, with respect to any research conducted, any new product or service developed, or any improvement to the Services made by MyGenomeRx utilizing your Self-Reported Information. Disclosure of individual-level Self-Reported Information to third parties will not occur without your explicit consent. If you have given consent by completing a Written Consent regarding the use of your Self-Reported Information, we may disclose your information to third parties as permitted in the applicable Written Consent.
   3. **Feedback.** You agree that submission of any ideas, suggestions, and/or proposals to us regarding the Services or any other aspect of MyGenomeRx (“Feedback”) is at your own risk and that MyGenomeRx has no obligations (including, without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby assign to MyGenomeRx all of your right, title and interest in such Feedback. In the event such assignment may not be valid, you grant MyGenomeRx a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner it deems appropriate, any and all Feedback, and to sublicense the foregoing rights. MyGenomeRx will treat any Feedback you provide to MyGenomeRx as non-confidential and non-proprietary.
   4. **User Content.** Each user owns its own User Content. By making available your User Content on or in the Services or in connection with any Site, you represent that you own or have all rights necessary to make available your User Content. “User Content” means any and all information and content that a user submits to, or uses with, the Services (e.g., content in the user’s Account, profile or postings), other than Self-Reported Information and Account registration and payment information. You shall be solely responsible for your User Content and the consequences of posting, providing or publishing it. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate these Terms. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by MyGenomeRx. MyGenomeRx is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. MyGenomeRx has no responsibility or liability for the deletion or accuracy of any User Content; the failure to store, transmit, or receive transmission of User Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Site or Services.
   5. **User Content License.** You hereby grant (and you represent and warrant that you have the right to grant) to MyGenomeRx an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content that you submit, post, or display on or through the Services, and to grant sublicenses of the foregoing rights.
2. **USER CONDUCT; THIRD-PARTY Links; OTHER USERS; RElease**
   1. You warrant, represent and agree that you will not contribute any User Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy or other rights of any third party; (ii) violates any law, statute, ordinance or regulation or is otherwise illegal; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous or otherwise objectionable; (iv) impersonates any person or entity, including, without limitation, any employee or representative of MyGenomeRx, or falsifies or misrepresents yourself or your affiliation with any person or entity; (v) contains a virus, Trojan Horse, worm, time bomb or other harmful computer code, file or program; (vi) jeopardizes the security of your Account or anyone else’s Account (such as allowing someone else to log into the Services as you); (vii) attempts, in any manner, to obtain or access the password, account, products, devices, systems, or other security information from any other user or third party; (viii) violates the security of any computer network or cracks any passwords or security encryption codes; (ix) runs any form of auto-responder or “spam” on the Services or any processes that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure); (x) copies or stores any portion of another user’s User Content that you know, or reasonably should know, cannot legally be distributed in such manner; (xi) decompiles, reverse-engineers or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services; or (xii) denigrates or disrupts any network capacity or functionality.
   2. **Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate any provision of these Terms or otherwise create liability for MyGenomeRx or any other person or entity. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.
   3. **Third-Party Links.** The Site may contain links to other websites operated by third parties and/or display advertisements for third parties (collectively, “Third-Party Links”). Such Third-Party Links are not under our control. MyGenomeRx provides these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant or make any representations with respect to such Third-Party Links. Your use of these Third-Party Links is at your own risk.
   4. **Other Users.** Each user of the Services is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content.
3. **INDEMNIFICATION.** You agree to indemnify and hold MyGenomeRx (and its officers, employees, and agents) harmless from any claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys’ fees) arising out of or relating to (1) your use (or misuse) of, or inability to use, the Services; (2) your violation of these Terms; (3) any User Content or Feedback your provide; (4) your violation of applicable laws or regulations; or (5) your violation of any rights of another party, including any other users. MyGenomeRx reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify MyGenomeRx, and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without MyGenomeRx’s prior written consent. MyGenomeRx will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the Services.
4. **DISCLAIMERS.**
5. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. MYGENOMERX AND OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.
6. MYGENOMERX AND OUR LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MYGENOMERX (OR ITS AUTHORIZED REPRESENTATIVES) OR THOUGH THE SERVICES, SHALL CREATE ANY WARRANTY.
7. MYGENOMERX MAKES NO REPRESENTATIONS CONCERNING ANY USER CONTENT OR THIRD-PARTY LINKS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND MYGENOMERX WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES.
8. **LIMITATION ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MYGENOMERX BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF MYGENOMERX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MYGENOMERX’S TOTAL CULMULATIVE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO AN AMOUNT NEVER TO EXCEED THE FEES ACTUALLY PAID BY YOU TO MYGENOMERX, IF ANY, FOR ACCESSING THE SERVICES. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
9. **FEES AND PAYMENT; NO REFUNDS**
   1. **Fees and Payment**. Certain Services may be provided for a fee. You shall pay all applicable fees in connection with the Services selected by you in accordance with these Terms. By making a payment, you warrant that you are the account holder (or an authorized user) of the payment card that you use to pay for your purchase, and that there are sufficient available funds on the card to cover your purchase. You are responsible for all applicable taxes, fees and surcharges. Prices may change at any time without notice.
   2. **No Refunds**. Unless expressly otherwise specified by MyGenomeRx, all payments made for any Services are ***FINAL AND NON-REFUNDABLE***.
10. **DISPUTE RESOLUTION; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION**
    1. **Initial Dispute Resolution**. MyGenomeRx is available by email at www.MyGenomeRx.com to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. You agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.
    2. **Agreement to Binding Arbitration**. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 11.1 above, then either you or MyGenomeRx may initiate binding arbitration. All claims arising out of or relating to these Terms (including their formation, performance and breach), the parties’ relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms shall be subject to the Federal Arbitration Act. The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars ($250) and the claim is found to be non-frivolous, MyGenomeRx will pay the additional cost. If MyGenomeRx is required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and MyGenomeRx will make arrangements to pay all necessary fees directly to JAMS. MyGenomeRx will also be responsible for paying all other arbitration costs arising in connection with the arbitration, other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to JAMS. You will not be required to pay fees and costs incurred by MyGenomeRx if you do not prevail in arbitration. MyGenomeRx will also pay JAMS to reimburse you for any portion of the $250 filing fee that is more than what you would otherwise have to pay to file suit in a court of law.

**THIS ARBITRATION IS MANDATORY AND NOT PERMISSIVE**. You understand that, absent this mandatory provision, you would have the right to sue in court and have a jury trial. You further understand that the right to discovery may be more limited in arbitration than in court.

* 1. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Section 11. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and MyGenomeRx in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND MYGENOMERX WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
  2. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF THE SERVICES, AND THE MATTERS CONTEMPLATED HEREBY MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor MyGenomeRx are entitled to arbitration and instead claims and disputes shall be resolved in a court located in Chicago, Illinois.
  3. **Venue for Litigation**. To the extent that the arbitration provisions set forth in Section 11.2 do not apply, you agree that any litigation shall be filed exclusively in state or federal courts located in Cook County, Illinois. You and MyGenomeRx expressly consent to exclusive jurisdiction in Cook County, Illinois for any litigation. In the event of litigation relating to these Terms or the Services, you agree to waive, to the maximum extent permitted by law, any right to a jury trial, except where a jury trial waiver is not permissible under applicable law.

1. **GENERAL**
   1. **Changes to these Terms.** MyGenomeRx reserves the right to make changes to these Terms. MyGenomeRx will notify you of any changes to our Terms by posting the new Terms on this page or the Site. If we make any substantial changes, we may notify you by sending you an email to the last e-mail address you provided to us (if any), and/or by posting notice of the changes on our Site. You should ensure that you have read and agree with the most recent Terms when you use the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms. If you do not agree with any of the changes to any of the Terms, you should cease accessing or using the Services or the Sites.
   2. **Governing Law.** These Terms, and any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to these Terms or your use of the Services shall be governed by the laws of the State of Illinois without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.
   3. **Protection of Confidentiality and Intellectual Property Rights.** Notwithstanding anything to the contrary in these Terms, MyGenomeRx may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.
   4. **Entire Agreement; Waiver; Section Titles; Severability.** These Terms, the Privacy Statement, any Written Consent, and any additional terms, guidelines and rules incorporated herein, constitute the entire agreement between you and MyGenomeRx regarding the use of the Services. Any failure by MyGenomeRx to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.
   5. **Survivability.** All provisions of these Terms which by their nature should survive, will survive any expiration or termination of these Terms, including, without limitation, ownership provisions, confidentiality obligations, warranty disclaimers, and limitations of liability.
   6. **Assignment.** These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without MyGenomeRx’s prior written consent. These Terms may be assigned by MyGenomeRx without restriction. These Terms are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns.
   7. **Notifications.** MyGenomeRx may provide notifications to you as required by law, or for marketing or other purposes, via (at its option) email to the primary email associated with your Account or posting of such notice on the Site. MyGenomeRx is not responsible for any automatic filtering that you or your network provider may apply to email notifications. For contractual purposes, you (a) consent to receive communications from MyGenomeRx in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that MyGenomeRx provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.