

Welcome to Generation Lab's Terms of Service

Last Revised: December 15, 2025

Our Terms of Service (what we call the "Terms") make up the agreement between Generation Lab, Inc. ("Generation Lab") and you. These Terms govern your use and access to Generation Lab's products, software, services, and website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by you, regardless if the use is in connection with an account or not (collectively, the "Services").

Please read the Terms carefully, and any policies, guidelines or rules applicable to such Services, as they constitute a legal agreement between Generation Lab and you. We also encourage you to review our Privacy Statement for additional information. Of course, if you do not agree with our Terms or any other policies, then do not use the Services. You can delete your account from your Account Settings at any time.

These Terms apply to you if you live in the United States or if you access our Services in the United States. If you live outside the United States, please review the Terms available in the respective region specific to the Generation Lab Services you access.

1. Who Can Use Our Services

We believe everyone should be able to access, understand, and benefit from their genome. That said, there are a few restrictions about who can use our Services. By using the Services or creating an account, you represent, warrant and agree that:

- You can form a binding contract with Generation Lab;
- You are not a person barred from receiving the Services under the laws of the jurisdiction from which you use the Services;
- You are at least 18 years old;
- Any sample you provide to Generation Lab is either your own, or the sample of a minor for whom you are a parent or legal guardian, or the sample of a person for whom you are a legally authorized representative;
- You are not an insurance company or an employer; and
- You will not use the Services for any investigative forensic genealogy uses.

Other Terms and Conditions

If you choose to use or purchase additional Services for a business or commercial purpose, or any purpose other than personal use, they may have their own terms and conditions. The specific terms and conditions associated with the use or purchase of additional Services are made a part of these Terms by this reference. Just like you agree to these Terms, you agree to abide by those additional terms and conditions too. In the event those additional terms may conflict with or be inconsistent with these Terms, including any arbitration provision or dispute resolution provision, these Terms will control.

The following terms also govern and apply to your use of the Services, and they are incorporated herein by this reference:

- Membership Terms
- Telehealth Terms

Membership Terms

Last Updated: March 28, 2025

These “Membership Terms” govern your use of any of Generation Lab’s membership services (as defined below). Our Terms of Service more broadly govern your use of all of our Services, including the Generation Lab membership services, the terms of which are incorporated herein (collectively, the Membership Terms and Terms of Service are the “Terms”). Please read our Terms of Service carefully—they include important provisions, including limitations on our liability, and where permitted by applicable law, and for users who are not residents of the United States, an arbitration agreement, and a class action waiver.

All capitalized terms not defined in these Membership Terms have the respective meanings set forth in our Terms of Service. To the extent any provision of these Membership Terms conflicts with any provision of our Terms of Service, these Membership Terms will supersede our Terms of Service to the extent of the conflict only.

Please note that we will only use your Personal Information in accordance with our [Privacy Statement](#). Please read our Privacy Statement carefully.

BY PURCHASING OR USING ANY OF OUR MEMBERSHIP SERVICES, YOU ARE AGREEING TO THESE MEMBERSHIP TERMS AND OUR TERMS OF SERVICE.

1. Membership Services

Generation Lab’s service provides access to personalized health reports, insights and advanced service features. Available in the United States, Canada and Europe only. Generation Lab’s service provides access to Generation Lab products, and clinician-initiated exome sequencing reports, insights, genetics-informed clinician consultations and/or messaging, and advanced service features. Available in the United States only. The Generation Lab’s services are collectively referred to herein as “membership services”.

2. Forming Your Membership

1. You must be at least the age of majority in the jurisdiction in which you are located in order to place an order with us for the membership services.
2. You will need to register an account with us on the Generation Lab [website](#) or via the mobile app (collectively, the "Site") in order to access the Generation Lab membership services ("Account"). Generation Lab may also offer a guest checkout flow on the Site which can be used to purchase access to the Generation Lab membership services for a third party. If you register an Account, you will be asked to provide certain information (such as your email address) and to create a password, as part of our security procedures.
3. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate, and you understand and acknowledge the membership details, including any service limitations. The order process is only available in the English language and we will not file a copy of any contract formed between you and us.
4. Your order for the Generation Lab membership services is an offer by you to enter into a membership with us. We will confirm our acceptance of your order by sending you a confirmation email (the "Confirmation Email"). These Terms and the order will become legally binding on you and us when you place your order and each order shall incorporate the Terms and shall be a new and separate contract between you and us.

3. Free Trial

From time to time, we may offer free trials of our Generation Lab membership services. Unless you cancel your Generation Lab membership prior to the end of your free trial, you will automatically become a paying user for the membership service. The payment method that you provided will automatically be charged the current Generation Lab membership fee either monthly, quarterly, biannual or annually (depending on the Generation Lab membership services model you selected at the time you registered), unless you cancel before the next billing cycle. If you wish to cancel or modify your Generation Lab membership after the end of your free trial period or at any time during your Generation Lab membership, you may do so by logging into your account from within your Generation Lab Account Settings and following the cancellation or modification instructions at least one day before the next billing cycle.

UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL, MODIFY, OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND THAT YOUR MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY TAXES, USING ANY PAYMENT METHOD WE HAVE ON RECORD FOR YOU. WHERE REQUIRED BY APPLICABLE LAW, OR AT OUR DISCRETION, WE WILL PROVIDE YOU WITH NOTICE PRIOR TO THE RENEWAL OF THIS AGREEMENT.

4. Billing

1. **Plans and Pricing.** The Fees for Generation Lab membership services will be stated at the time of your purchase or sign-up, as applicable. All Fees will be assessed in the applicable currency of the user's country of residence. For example, Fees for US users will be in USD while Fees for Canadian users will be in CAD and Fees for UK users will be in GBP. Fees are billed at the start of the membership period you have selected, and at the start of each new billing period until you cancel. For example, if you select a monthly membership, you will be billed at the start of each month until you cancel. If you select a quarterly, biannual, or yearly membership, you will be billed at the start of each quarter, half year, or year. In each case the billing period will commence on the date you first receive access to the services, and will continue for the specified period at which point, unless you have terminated, you will be billed again and the Terms will renew in accordance with the plan you selected. We reserve the right to change our Generation Lab membership plans or adjust pricing for our Generation Lab membership services in any manner and at any time as we may determine in our sole and absolute discretion, on advance notice to you. Except as otherwise expressly provided for in these Membership Terms, any price changes or changes to the Generation Lab membership services plan will take effect following notice to you and would apply prospectively on your next renewal payment. If you do not wish to continue your Generation Lab membership services following any price changes or changes to your Generation Lab membership services plan, you can cancel your membership in accordance with Section 4(c).
2. **Payment Method.** To use the Generation Lab membership services, you must provide a current, valid, accepted method of payment, and to update such payment methods, as may be required from time to time. You authorize Generation Lab to charge any payment method associated with your Account for payment of the Generation Lab membership services. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend access to the Generation Lab membership services until we have successfully charged a valid payment method. For some payment methods, the issuer may charge you certain fees, including processing fees. Check with your payment method service provider for details. Generation Lab is not responsible for those fees.
3. **Cancellation; Effect of Cancellation.** You can cancel Generation Lab membership services at any time from within your Generation Lab Account Settings. Upon the earlier of the: (i) end of the current Generation Lab membership period following your cancellation of the Generation Lab membership services, or (ii) closure of your Generation Lab Account, you will no longer have access to the Generation Lab membership services content, including any genetic reports provided as part of the Generation Lab membership services.
4. **No Refunds.** Please refer to Generation Lab's Return and Refund Policy.

5. Communication

By providing your email address and/or phone number and agreeing to this Terms of Service, you consent to receive automated emails and/or text messages (SMS) from Generation Lab regarding your account, SystemAge Test updates, and other related information. These communications are intended to enhance your experience and provide essential updates

You acknowledge and agree that:

1. We may share your phone number and/or email address with necessary third-party providers solely for the purpose of delivering these communications.
2. You can opt-out of these communications at any time by replying "STOP" to any text message or following the unsubscribe instructions provided in emails. However, opting out may result in missing critical updates about your account or tests.
3. Message and data rates may apply, depending on your mobile carrier.

6. Termination

1. **Term.** These Membership Terms will continue to apply until terminated by either you or Generation Lab as set out in this Section
2. **Termination.** Generation Lab may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if: (1) you have breached any provision of these Membership Terms (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of these Membership Terms); (2) Generation Lab is required to do so by law (for example, where the provision of the Generation Lab membership services to you is, or becomes, unlawful); (3) Generation Lab is transitioning to no longer providing the Generation Lab membership services to users in the country, state or other jurisdiction in which you reside or from which you use the Generation Lab membership services; or (4) the provision of the Generation Lab membership services to you by Generation Lab is, in Generation Lab's opinion, no longer commercially viable. With respect to subdivision (3) and (4) above, we will, where possible, provide you with at least sixty (60) days' advance notice of our decision to terminate.
3. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Generation Lab membership services may be referred to appropriate law enforcement authorities. You acknowledge and agree that Generation Lab shall not be liable to you or any third party for any termination of your access to the Generation Lab membership services in such circumstances.

7. Changes to these Membership Terms

Generation Lab may make changes to all or any part of these Membership Terms from time to time, and at any time. Without limitation, these changes may include changes to the Generation Lab membership services, the price at which the membership services are offered, the renewal structure and term, and eligibility requirements.

We will provide you with at least thirty (30) days' advance notice of any such amendments by sending a message to the email address (or other contact information at our discretion) associated with your account, and as applicable, posting a notice and a new copy of the Membership Terms on our Site. You may refuse the amendment and cancel your Account without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than thirty (30) days after you receive notice of the new terms. Unless you notify us within thirty (30) days from the time you receive notice of the amendment that you do not agree to the new terms, you will be deemed to have agreed to the revised Membership Terms. If any change to these Membership Terms is unacceptable to you, you may stop using our Generation Lab membership services and delete your Account at any time. You acknowledge and agree that if you use the Generation Lab membership services after the date on which the Membership Terms have changed, Generation Lab will treat your use as acceptance of the revised Membership Terms.

Generation Lab Return And Refund Policy

Except as detailed below or as required by applicable law, payments for kits and/or services (including upgrades) are non-refundable and there are no refunds or credits for partially used kits and/or services.

Generation Lab Membership Service. There are no refunds or credits for partially used Generation Lab membership periods. If you cancel a membership service, you will continue to have access to the membership service until the end of the applicable membership period.

Please see below for additional return and refund details and/or restrictions for specific products or services.

Telehealth Terms of Service

Effective Date: March 28, 2024

These “Telehealth Terms of Service” supplement the terms and conditions set forth in the Generation Lab Terms of Service, which more broadly govern your use of all of Generation Lab’s Services. Please read the Terms of Service carefully—they include important provisions, including limitations on our liability, and where permitted by applicable law, an arbitration agreement, and a class action waiver.

All capitalized terms not defined in these Telehealth Terms of Service have the respective meanings set forth in our Terms of Service. To the extent any provision of these Telehealth Terms of Service conflicts with any provision of our Terms of Service, these Telehealth Terms of Service will supersede the Terms of Service to the extent of the conflict only.

PLEASE READ THESE TELEHEALTH TERMS OF SERVICE CAREFULLY. BY ENGAGING IN TELEHEALTH SERVICES COORDINATED BY GENERATION LAB, YOU ARE AGREEING TO THESE TELEHEALTH TERMS OF SERVICE. YOU MUST ALSO AGREE TO THE PROVIDERS' (AS DEFINED BELOW) CONSENT TO TELEHEALTH AND ACKNOWLEDGE RECEIPT OF THE MEDICAL RECORD PRIVACY NOTICE, OTHERWISE THE PROVIDERS WILL NOT BE ABLE TO PROVIDE TELEHEALTH SERVICES TO YOU.

1. INTRODUCTION TO TELEHEALTH SERVICES

Telehealth involves the delivery of healthcare using email, telephone and other information technology-enabled means between a healthcare provider and a patient who are not in the same physical location, and may include care involving diagnosis and treatment and other follow-up clinical care, including laboratory testing and prescription ("Telehealth Services"). Generation Lab, Inc. ("Generation Lab") customers have an opportunity to participate in Telehealth Services coordinated through Generation Lab and its service providers, subsidiaries, and affiliates, including Lemonaid Health, Inc., which contracts with licensed healthcare providers ("Providers") to offer the Telehealth Services at Generationlab.com and associated mobile applications (collectively, the "Site").

Generation Lab makes website and mobile app features, and other products and services available to you when you visit the Site, use Generation Lab's telehealth-related products or services, interact with a Provider via our Site, or interact with or communicate through Generation Lab products or services. Providers on our Site may create and gather healthcare records and information, and we provide administrative support in connection with scheduling visits, payment for Telehealth Services, and communications between you and the Providers.

General Information Available on the Site is Not Professional Advice. Telehealth Services are not for Emergency Situations.

TELEHEALTH SERVICES ARE NOT AN EMERGENCY-RESPONSE OR EMERGENCY-MONITORING SERVICE AND ANY PERSON WHO IS AWARE OF AN EMERGENCY SITUATION OR BELIEVES THAT A PERSON MAY BE AT RISK OF INJURY OR DEATH OR WHO MAY HARM THEMSELVES OR ANOTHER PERSON SHOULD DIAL "911" OR AN APPROPRIATE EMERGENCY RESPONDER.

Your Relationship with Generation Lab. Generation Lab does not provide any medical services; we provide a technology platform for you to access a Provider on our Site. Except as otherwise described in this section, materials available on the Site for Telehealth Services, including all data, information, text, graphics, links, and other material made available to you, are provided as a convenience to you. The information provided on the Site is for general informational and educational purposes only. Other than the personalized content sent to you directly by a Provider or the personalized advice a Provider offers verbally during a visit, you should not consider content on the Site to be the provision or practice of medical or professional healthcare advice and you should not use such content for diagnosis or treatment of any condition or symptom.

The decision to focus on diagnosis, treatment recommendations, or both, rests with you and the Provider; you are not entering into a provider-patient relationship with Generation Lab. Generation Lab does not practice medicine or nursing, and does not control, interfere with or otherwise influence the exercise of the Providers' professional judgment in providing healthcare services. Each Provider is responsible for exercising their own professional judgment and complying with all requirements applicable to their profession and license.

2. ELIGIBILITY, AVAILABILITY, AND APPROPRIATE USE OF TELEHEALTH SERVICES

Eligibility and Availability. Similar to Generation Lab's other services, Telehealth Services offered through the Site are intended and only suitable for individuals 18 years of age and above. Generation Lab and its partners hereby disclaim all liability for use of Telehealth Services by individuals under the age of 18. Additionally, specific age restrictions may apply based on clinical service and are subject to change.

Telehealth Services are intended to be used by individuals located in the United States only. Accordingly, you may only use Telehealth Services from a device located in the United States. Because Telehealth Services are subject to state regulations, certain offerings may not be available in every state, or may change from time to time depending on applicable law.

Agreeing to the Telehealth Terms of Service requirements does not guarantee that you will receive Telehealth Services; Generation Lab and the Providers each reserve the right to change or include new requirements as deemed appropriate in their sole discretion without providing notice to you with respect to offering and delivery of the Telehealth Service. Please see the Consent to Telehealth for more information.

Appropriate Use. You may not transfer or share your account password with anyone or create more than one account or profile for use of Telehealth Services. You may not use anyone else's account or profile at any time to access Telehealth Services. Creating more than one account or profile substantially limits our ability to coordinate appropriate care because we have no way of linking your various accounts or profiles, and no way of knowing that previous registrations relate to you.

You may not access or use, or attempt to access or use, Telehealth Services to take any action that could harm us or any third party, interfere with the operation of Telehealth Services or use Telehealth Services in violation of applicable laws.

3. PRIVACY

At Generation Lab, privacy is in our DNA, and we and the Providers understand the importance of confidentiality and privacy of your medical information. If you engage in the Telehealth Services, the Medical Record Privacy Notice will govern privacy and security of information in your medical record and is incorporated here by reference.

4. TERMINATION AND MODIFICATION

We reserve the right, in our sole discretion, to make changes to or end access to Telehealth Services at any time, and suspend use of Telehealth Services to anyone for any reason, including for violations of the Telehealth Terms of Service. Subject to applicable law, we reserve the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to the internal record retention and/or content destruction policies of Generation Lab or Provider, as applicable.

If you have used Telehealth Services, deleting your Generation Lab account will also end your access to Telehealth Services.

After any such termination, Generation Lab will have no further obligation to coordinate the Telehealth Services, except to the extent a Provider is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical and professional obligations to you. Applicable terms in the Terms of Service and the following additional provisions of these Telehealth Terms of Service survive the expiration or termination: Third Party Goods and Services and Disclaimer of Liability.

5. MOBILE ALERTS AND EMAIL COMMUNICATIONS

You agree that Generation Lab, the Providers, and their respective subsidiaries, representatives, affiliates, officers and directors may contact you by email, telephone or text messages at any of the phone numbers provided by you or on your behalf in connection with your account, including for marketing purposes where permitted by law. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services.

You further acknowledge that we may call or text you without your prior express consent for the purpose of delivering healthcare-related messages. There is no charge from us for this service, but your service provider's message and data rates may apply.

You also understand that you may opt out of receiving text messages from us at any time by replying "STOP" to any text message that you receive from us using the device that is receiving the messages. If you do not choose to opt out, we may contact you as outlined in the Medical Record Privacy Notice.

You understand that while Generation Lab takes the privacy and the security of your health and other sensitive information very seriously, Generation Lab cannot guarantee the transmission of information over the internet and mobile networks is fully secure. Text messages and emails that you send to or receive from Generation Lab are not encrypted, which means that it is possible they may be intercepted by third parties. You should not text or email health or other sensitive information. If you choose to send or receive information about your health or any other sensitive information by text message or email, you do so at your own risk.

6. PAYMENT

Cash-pay (no insurance is accepted). Neither Generation Lab nor the Providers accept commercial health insurance plans, are in-network with any commercial health insurance plans, or are enrolled with federal or state healthcare programs, such as Medicare and Medicaid. By choosing to use the Telehealth Services, you are specifically choosing to obtain products and services on a cash-pay basis.

Notice of Financial Responsibility. You are solely responsible for the costs of any Telehealth Services or products provided to you. You understand and agree that you are responsible for all fees due to receive Telehealth Services, including any fees charged by the Providers or organizations, including any third parties, that provide services to you in connection with the Telehealth Services. Generation Lab may collect the payment to Providers, or organizations that provide services to you, on their behalf. Generation Lab and/or the Providers or organizations, including pharmacy services, have no obligation to provide any Telehealth Services unless and until full payment has been received and/or verified.

No Refunds. Please refer to **Generation Lab's Return and Refund Policy**.

7. LABORATORY SERVICES

If you receive approval for a laboratory test from a Provider, you give us consent to disclose to the relevant laboratory certain Personal Information (such as your name and date of birth) and your Sample Information so that you may receive the laboratory services. The laboratory may retain your Sample Information and results subject to applicable law.

8. PHARMACY SERVICES

If you receive a prescription from a Provider, you understand and agree that Generation Lab and the Provider's responsibility for any purchased product ends once the prescription product has been delivered to the common carrier. You may also choose to have your prescription fulfilled through the pharmacy of your choice when prompted during your use of the Telehealth Services. Moreover, you give us consent to disclose to the relevant pharmacy all information provided by you, health care records, and other applicable health care information and personal information (such as your name, location and demographic information) so that you may receive pharmacy services. Prescriptions may not be delivered in child-proof packaging, and must be kept out of the reach of children.

9. THIRD-PARTY GOODS AND SERVICES

Parties other than Generation Lab, including labs, pharmacies and Providers, may provide services or sell products through Generation Lab (collectively, "Third-Party Good and Services"). Your use of any Third-Party Goods and any interactions with Third Parties, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such use or interactions, are solely between

you and such Third Parties. You should read the terms and conditions, including privacy policies, of any third parties to understand the terms governing your use of their services or products.

10. DISCLAIMER OF LIABILITY FOR TELEHEALTH SERVICES

GENERATION LAB HAS NO RESPONSIBILITY AND HEREBY DISCLAIMS ANY LIABILITY FOR TELEHEALTH SERVICES OFFERED OR DELIVERED BY A PROVIDER. EACH PROVIDER MAY CHANGE OR DISCONTINUE THE TELEHEALTH SERVICES AT ANY TIME, AND GENERATION LAB HAS NO OBLIGATION TO PROVIDE NOTICE TO YOU.

Each of these terms and conditions may be changed from time to time.

Generation Lab may make changes to the Terms at any time. If we make a material change to the Terms, we will notify you, such as by posting a notice on our website or sending a message to the email address associated with your account. By continuing to access or use the Services, you agree to be bound by the revised Terms.

Using the Services

In our Dos and Don'ts list below, we describe what you can and cannot do while using the Services.

Do's

By accessing Generation Lab Services, you agree to, acknowledge, and represent that:

- You give permission to Generation Lab, its contractors, successors and assignees to analyze your submitted sample(s) and you specifically request Generation Lab to disclose the results of analyses to you and to others you authorize.
- You acknowledge that Generation Lab may offer different or additional technologies or features to collect and/or interpret your samples and information in the future, and that your initial purchase of the Service does not entitle you to any different or additional technologies or features for collection or interpretation of your samples or information without fee, and that you will have to pay additional fees in order to have your samples or information collected, processed, and/or interpreted using any future or additional technologies or features.
- You understand that by providing any sample, having your information processed, accessing your information, or providing information, you acquire no rights in any research or commercial products that may be developed by Generation Lab or its collaborators. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your information.
- You will follow the user conduct guidelines, as described below at all times.

- Your sample, once submitted to and analyzed by us, is processed in an irreversible manner and cannot be returned to you. See our website for more information on sample processing. Any information derived from your sample remains your information, subject to rights we retain as set forth in these Terms.

Don'ts

As a condition of your use of the Services, you warrant to Generation Lab that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, conditions, or notices. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

Furthermore you agree you will **not** use the Services to:

- (1) upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status;
- (2) impersonate any person or entity, including, but not limited to, anyone affiliated with Generation Lab, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (3) add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- (4) "stalk" or otherwise harass another;
- (5) upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (6) use any information received through the Services to attempt to identify other customers, to contact other customers (other than through features for contacting other users such as DNA Relatives offered pursuant to the Services), or for any forensic use;
- (7) download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner;
- (8) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of Generation Lab or any other party;
- (9) harm minors in any way;
- (10) advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages;

- (11) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law;
- (12) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (13) use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the site, unless explicitly permitted by Generation Lab;
- (14) engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of Generation Lab’s website;
- (15) attempt to or actually override any security component of Generation Lab web services;
- (16) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- (17) violate these Terms, any code of conduct or other guidelines which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with Generation Lab; or
- (18) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law.

Risks and Considerations Regarding Generation Lab Services

Your relationship with Generation Lab is commercial. You are a licensee of the Services. You understand and agree that Generation Lab is engaged in a commercial enterprise. Generation Lab is not a regulated health services provider. Generation Lab does not assume any fiduciary or similar obligations to you as a result of you using the Services. Generation Lab is not a trustee of your Genetic Information or other Personal Information.

Once you obtain your Genetic Information, the knowledge is irrevocable. You should not assume that any information provided to you, whether now or as genetic research advances, will be welcome or positive. As research advances, you may need to obtain further Services from Generation Lab, your physician, a genetic counselor, or other healthcare provider. We encourage you to talk to a genetic counselor to help you understand your results and testing options.

Some people feel a little anxious about getting genetic health results and you may learn information about yourself that you do not anticipate. This is normal. If you feel very anxious, you should speak to your physician or a genetic counselor prior to collecting your sample for

testing. Additionally, you may discover things about yourself that trouble you and that you may not have the ability to control or change (e.g., your father is not genetically your father, surprising facts related to your ancestry, or that someone with your genotype may have a higher than average chance of developing a specific condition or disease).

The laboratory may not be able to process your sample, and the laboratory process may result in errors. The laboratory may not be able to process your sample up to 5% of the time if your saliva does not contain a sufficient volume of DNA, you do not provide enough saliva, or the results from processing do not meet our standards for accuracy.*

Here's our policy on re-processing failed samples:

- If the initial processing fails for any of above reasons, we will reprocess the same sample at no charge to the user.
- If the second attempt to process the same sample fails, we will offer to send another sample collection kit to the user to collect a second sample at no charge.
- If the second attempt to process the sample is unsuccessful, (up to 0.65% of all samples fail the second attempt at testing according to Generation Lab data obtained in 2019 for all genotype testing),* Generation Lab will not send additional sample collection kits and the user will be entitled solely and exclusively to a complete refund of the amount paid to Generation Lab, less shipping and handling, provided the user shall not resubmit another sample through a future purchase of the Service.

Note: If the user breaches this policy agreement and resubmits another sample through a future purchase of the Service and processing is not successful, Generation Lab will not offer to reprocess the sample or provide the user a refund. Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory process may be uninterpretable or incorrect (referred to as "Errors"). As this possibility is known in advance, users are not entitled to refunds where these Errors occur.

No Refunds. Except as may be required by applicable law, payments are non-refundable and there are no refunds or credits for partially used services. Please refer to Generation Lab's Return and Refund Policy.

You should not change your health behaviors solely on the basis of Genetic Information received from Generation Lab.

Generation Lab's Services are not intended to diagnose any condition or disease.

- For most common diseases, the genes we know about are only responsible for a small fraction of the risk. Your ethnicity, environmental factors, lifestyle choices are far more important predictors and may affect the relevance of each report and how your results may be interpreted.
- The Services are not intended to tell you anything about your current state of health, or to be used to make medical decisions, including whether or not you should take a medication, how much of a medication you should take, or determine any treatment.
- If you have concerns or questions about what you learn through Generation Lab, you should contact your physician or other healthcare provider before making any lifestyle

changes. Please note that genetic risk assessment is not applicable to results of carrier screening tests.

Generation Lab Services are for research, informational, and educational use only. We do not provide medical advice. Please note: the Genetic Information provided by Generation Lab is for research, informational, and educational use only. This means two things.

1. Many of the genetic discoveries that we report have not been clinically validated, and the technology we use, which is the same technology used by the research community, to date has not been widely used for clinical testing.
2. Talk to your Healthcare provider. Generation Lab does not endorse, warrant 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 any recommendations and/or potential ways to take action, this information is intended for informational purposes only and for discussion with your physician or other healthcare provider. The Services are not intended to be used by the customer for any diagnostic purpose and are not a substitute for professional medical advice. Reliance on any information provided by Generation Lab, Generation Lab employees, others appearing on our website at the invitation of Generation Lab, or other visitors to our website is solely at your own risk.

While we are licensed in the State of California as a clinical laboratory, not all jurisdictions require our Services to be subject to license. Therefore, we are not universally licensed by all state, federal, or international authorities for genetic testing conducted for health and disease-related purposes. In addition, there are certain jurisdictions in which we do not offer our Services because we do not have the required licenses.

Furthermore, to expand and accelerate the understanding and practical application of genetic knowledge in healthcare, we invite all eligible genotyped users to participate in Generation Lab Research. When we use the term “Product Development”, it means research performed for the purpose of new product development and new product development activities performed by Generation Lab on De-identified Information. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party. Participation in such research is voluntary and based upon an Institutional Review Board-approved consent document.

*Generation Lab data on file.

Violations of the Terms

You agree that Generation Lab may, in its sole discretion and without prior notice, terminate your access to the Services. You also agree that any violation by you of these Terms including incorporated policies, such as the user conduct guidelines, will constitute an unlawful and unfair business practice, and will cause irreparable harm to Generation Lab, for

which monetary damages would be inadequate, and you consent to Generation Lab obtaining any injunctive or equitable relief that Generation Lab deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Generation Lab may have at law or in equity.

Generation Lab may preserve or disclose any information we have about you if we determine that such preservation or disclosure is necessary. Reasons for disclosure may include, but are not limited to: a connection with any investigation or complaint regarding your use of the Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Generation Lab's rights or property, or the rights or property of visitors to or users of the Services, including Generation Lab's customers. Generation Lab reserves the right to preserve or disclose any information that Generation Lab deems necessary to comply with any applicable law, regulation, or valid legal process.

If Generation Lab does take any legal action against you as a result of your violation of these Terms, Generation Lab will be entitled to recover from you, and you agree to pay all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Generation Lab. You agree that Generation Lab will not be liable to you or to any third party for termination of your access to the Services as a result of any violation or suspected violation of these Terms.

Accounts, Passwords and Security

To use certain Services, you may need to create an account. You agree to provide Generation Lab with accurate, updated, and complete information for your account. Any parent or guardian who uses the Services on behalf of their child who is under the age of majority assumes full responsibility for ensuring the information that they provide to Generation Lab about their child is kept secure and that the information submitted is accurate. You are fully responsible for all activities that occur under your Generation Lab account, so it's important to keep your account and password secure. If you think someone has gained access to your account, please contact our Customer Care Team immediately.

Privacy

Your use of the Services is governed by our [Privacy Statement](#). We encourage you to review our Privacy Statement to learn more about how we handle data.

Export Control and Applicable Laws and Regulations

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree 1) that providing your sample is not subject to any export ban or restriction in the country in which you reside,

2) that your sample and data may be transferred and/or processed outside the country in which you reside, and 3) that you will comply with all applicable laws regarding the transmission of technical data exported from the United States or the country from which you access any Service online.

Licensing and Intellectual Property Rights

User Content

“User Content” is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials generated by users of the Services and transmitted, whether publicly or privately, to or through Generation Lab. User Content does not include genetic or health information. To provide the Services to you, you must grant us a license to your User Content. We do not claim ownership of User Content, but you grant us a license to use it.

You give Generation Lab, its affiliated companies, sublicensees and successors and assignees a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to host, reproduce, adapt, modify, translate, publish, publicly perform, store, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any User Content that you submit, post, or display on or through the Services. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. You acknowledge and agree that this license includes a right for Generation Lab to make such User Content available to other companies, organizations, or individuals with whom Generation Lab has relationships, and to use such User Content in connection with the provision of those services.

What does it mean to provide us with a license to your User Content? It means:

- You represent and warrant to Generation Lab that you have all the rights, power, and authority necessary to grant the above license.
- Unless otherwise specified, you retain copyright and any other rights you already hold over User Content that you create and submit, post, or display on or through the Services.
- You acknowledge and agree that you, and not Generation Lab, are entirely and solely responsible for all User Content that you upload, post, email, or otherwise transmit via the Service.
- You acknowledge that Generation Lab and its designees have the right (but not the obligation) to modify, or remove any available User Content. Without limiting the foregoing, Generation Lab and its designees shall have the right to remove any content that violates the Terms or is deemed by Generation Lab, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you bear all risks associated

with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

- You understand that you should not expect any financial benefit from Generation Lab as a result of having your information processed; made available to you; or, as provided in our Privacy Statement and these Terms, shared with or included in reports or data shared with any research collaborator.

Limited License

Other than User Content, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Services is owned, controlled or licensed by or to Generation Lab, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Generation Lab grants you a limited license to copy and distribute free of charge any information contained in Generation Lab products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Generation Lab for sharing or downloading from the Services, provided that you do not:

- Remove any proprietary notice language in all copies of such documents;
- Copy or post such information on any networked computer or broadcast it in any media;
- Make modifications to any such information;
- Make any additional representations or warranties relating to such documents;
- Use such information for your non-personal, commercial purpose(s).

Product Warranty

- Generation Lab warrants that its products will be free from defects in materials and workmanship for the period of time applicable to such products. This warranty and any other product warranties, expressed or implied, are only valid on products purchased from Generationlab.com or from one of our official authorized retail partners.
- Generation Lab does not support the unauthorized resale of its products, and Generation Lab is unable to ensure the quality of its products when sold by unauthorized sellers or through unauthorized channels. We strongly encourage our customers to purchase only from Generationlab.com or from one of our official authorized retail partners. Generation Lab does not extend any warranty or satisfaction guarantee to products purchased from unauthorized resellers. We reserve the right to cancel orders and/or block future Generationlab.com purchases by customers that appear to be purchasing items for resale on third-party sites, or found to be using multiple accounts to attempt to surpass any quantity limits.

Product Diversion and Resale of Generation Lab Products

- Only our authorized retail partners are permitted to resell Generation Lab products. No other parties are authorized to sell Generation Lab products or purchase products from Generationlab.com or from an authorized retail partner for the purpose of reselling the products. No person or entity, without the express written consent of Generation Lab, is authorized to sell on any e-commerce platform, such as, but not limited to, Amazon, eBay or Walmart. Authorized retail partners are prohibited from, and shall take reasonable steps to avoid, selling to any third party that intends to resell Generation Lab products. In the event an authorized retail partner becomes aware, or is informed by Generation Lab, that it is selling products to an unauthorized reseller, such authorized retail partner shall immediately cease doing business with such unauthorized reseller.
- Authorized retail partners agree to handle and store all Generation Lab products in accordance with the Material Safety Data Sheets and any other Generation Lab requirements, which are provided to authorized retail partners. Additionally, all products must be stored in secure, climate-controlled facilities. To ensure the safety and well-being of consumers, all authorized retail partners agree to cooperate with Generation Lab with respect to any product recalls or other consumer safety information dissemination efforts. Authorized retail partners further agree to maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. Authorized retail partners further agree to represent Generation Lab products with current images of the products and offerings. Unauthorized retailers do not have any licenses to any Generation Lab copyright or trademark rights.
- Authorized retail partners shall only sell Generation Lab products in their original packaging. Relabeling, repackaging, and other alterations to Generation Lab products or their packaging is not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU or other identifying information on products or their packaging is prohibited. Authorized retail partners may not remove, translate, or modify the contents of any label or literature on or accompanying the products. Authorized retail partners shall not use Generation Lab trademarks, logos, icons, product names, taglines, and slogans supplied by Generation Lab, other than as permitted by Generation Lab. Authorized retail partners shall promptly take down any use of Generation Lab trademarks that Generation Lab requests to be taken down. Authorized retail partners shall not advertise, market, display, or demonstrate non-Generation Lab products together with Generation Lab products in a manner that would create the impression that the non-Generation Lab products are made by, endorsed by, or associated with Generation Lab. For legitimate business reasons, certain authorized retail partners, who have the written consent of Generation Lab, are not required to strictly comply with the foregoing provisions.
- Promptly upon receipt of Generation Lab products, authorized retail partners must inspect the products for damage, defects, evidence of tampering, product expiration,

or other non-conformances. If any defect is identified, such defected product must not be offered for sale and must promptly be reported to Generation Lab.

Disclaimers and Limitation of Liability

Indemnity

You agree to defend and hold Generation Lab, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, or transmit through the Service; your use of the Service; your connection to the Service; your violation of the Terms; or your violation of any rights of another.

If you have submitted a sample or otherwise provided your own information, you will defend and hold harmless Generation Lab, its employees, contractors, successors, and assignees from any liability arising out of the use or disclosure of any information obtained from analyzing your sample and/or analyzing your information, which is disclosed to you consistent with our Privacy Statement or results from any third-party add-ons to tools we provide. In addition, if you choose to provide your information to third parties - whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes - you agree to defend and hold harmless Generation Lab, its employees, contractors, successors, and assignees from any and all liability arising from such disclosure or use of your information.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GENERATION LAB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) GENERATION LAB MAKES NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE PRICES, DESCRIPTIONS OF ANY PRODUCT OR SERVICE, OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, OR UNFAILINGLY SECURE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK

AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GENERATION LAB OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND SHALL NOT BE RELIED UPON AS MEDICAL ADVICE. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. GENERATION LAB DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, GENERATION LAB SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES. (6) WE MAY REQUEST CERTAIN INFORMATION FROM YOU THAT IS APPLICABLE TO A TRANSACTION, INCLUDING, WITHOUT LIMITATION, CURRENT CREDIT CARD AND OTHER PAYMENT AND SHIPPING INFORMATION. BY PROVIDING US YOUR INFORMATION, YOU EXPRESSLY GRANT US THE RIGHT TO PROVIDE SUCH INFORMATION TO THIRD PARTIES FOR PURPOSES OF FACILITATING THE COMPLETION OF TRANSACTIONS INITIATED BY YOU OR ON YOUR BEHALF.

Limitation of Liability

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT GENERATION LAB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GENERATION LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT GENERATION LAB SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH, OR FROM THE SERVICES, (c) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

Dispute Resolution and Arbitration

Dispute Resolution (including Arbitration, Class Action Waiver and Time to Initiate Action)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

1. Initial Dispute Resolution Period: Our Customer Care team is available at info@generationlab.com to address any concerns you may have regarding the Services. Most concerns are quickly resolved in this manner. In an effort to accelerate resolution and reduce the cost of any Dispute (defined below) between us, you and we agree to first attempt to negotiate any Dispute informally for at least sixty (60) days before either party initiates any arbitration or court proceeding (the "Initial Dispute Resolution Period"). That period begins upon receipt of written notice from the party raising the Dispute. If we have a dispute with you, we will send the notice of that Dispute to the email address you have provided to us. If you have a dispute with us, you agree to send us a written notice by email to: info@generationlab.com. A notice of Dispute will not be valid, and will not start the Initial Dispute Resolution Period, and will not allow you or us to later initiate a lawsuit or arbitration, unless it contains all of the information required by this paragraph: (a) subject line reading: "Notice of Dispute"; (b) description of the nature of the claim or dispute and the underlying facts; (c) date upon which the Dispute arose; (d) the specific relief sought; and (e) name, email address, and physical mailing address of the party seeking relief. The Initial Dispute Resolution Period must include a conference between you and us to attempt to informally resolve any Dispute in good faith. You will personally appear at the conference telephonically or via videoconference; if you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same conference unless all parties agree. Compliance with this informal dispute resolution process is mandatory and a condition precedent to initiating an arbitration or litigation. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph. If either party violates this Initial Dispute Resolution Period paragraph, a court of competent jurisdiction has the authority to enjoin the prosecution of the arbitration or court proceeding, and, unless prohibited by law, the arbitration provider shall neither accept nor administer any such arbitration nor assess fees in connection with such arbitration.
2. Scope: The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). You and we agree that any dispute, claim or controversy between you and Generation Lab asserted after the effective date of these Terms, including but not limited to all disputes arising out of these Terms or your use of the Services (each, a "Dispute") shall be finally settled by binding arbitration except as expressly excluded below in the Section titled "Exceptions to Binding Arbitration."

3. Binding Arbitration: If you and we do not reach an agreement to resolve the Dispute following the Initial Dispute Resolution Period (and including the conference of the parties provided in the preceding paragraph), you or we may commence an arbitration proceeding. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the “JAMS Rules”) and in accordance with the Expedited Procedures in those Rules, which are available at www.jamsadr.com, unless it is a Mass Arbitration before NAM, as defined below. If, for any reason, JAMS is unable to provide the arbitration, then except as otherwise stated below, you or we may file a Dispute with any national arbitration company that handles consumer arbitrations following procedures that are substantially similar to the JAMS Expedited Procedures in the JAMS Comprehensive Arbitration Rules.

- **Process:** In order to initiate arbitration following the conclusion of the Initial Dispute Resolution Period, a party must provide the other party with a written demand for arbitration and file the demand with the applicable arbitration provider. A party initiating an arbitration against Generation Lab must send the written demand for arbitration to:
Generation Lab, Inc.,
1701 Old Bayshore Highway
Burlingame, CA 94010
- By signing the demand for arbitration, the party and its counsel certifies to the best of the party’s and counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (iv) the party has complied with the Initial Dispute Resolution Period, including participation in an in-person conference, as described above. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law for either party’s violation of this requirement.
- **Location & Hearing:** If you are a resident of the United States, then the arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If you are not a resident of the United States, then the arbitration hearing will be held in San Francisco, California, United States, or another mutually agreed location. Where no disclosed claims or counterclaims exceed \$25,000, the dispute shall be resolved by the submission of documents only, subject to the arbitrator’s discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Generation Lab may attend remotely, unless the arbitrator requires otherwise. The language of the arbitration will be English.
- **Arbitrator’s Decision:** The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must

follow applicable law. The decision of the arbitrator shall be final and binding on you and us, and any award of the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the scope and enforceability of this arbitration agreement, including whether a Dispute is subject to arbitration. The arbitrator has authority to decide all issues of validity, enforceability, or arbitrability. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.

- **Fees:** Your and our right to recover attorneys' fees, costs and arbitration fees shall be governed by the laws that apply to the parties' Dispute, as well as any applicable arbitration rules. Either party may make a request that the arbitrator award attorneys' fees and costs upon showing that the other party has asserted a claim, cross-claim, defense, or procedural tactic that is groundless in fact or law, brought in bad faith, for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the JAMS Rules.
- **Mass Arbitration Before NAM:** Notwithstanding the parties' decision to have arbitrations administered by JAMS (and subject to the exceptions otherwise set forth in the "Exceptions to Binding Arbitration" Section), if 25 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration." If a Mass Arbitration is commenced, you and we agree that it shall not be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by NAM, a nationally recognized arbitration provider, and governed by the NAM Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "NAM Rules"), and under the rules set forth in these Terms. The NAM Rules are available at <https://namadr.com/resources/rules-fees-forms/> or by calling 1-800-358-2550. You and we agree that the Mass Arbitration shall be resolved using NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/>. Before any Mass Arbitration is filed with NAM, you and we agree to contact NAM jointly to advise that the parties intend to use NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures. The individual demands comprising the Mass Arbitration shall be submitted on NAM's claim form(s) and as directed by NAM. You and we agree that if either party fails or refuses to commence the Mass Arbitration before NAM, you or we may seek an order from NAM compelling compliance and directing administration of the Mass Arbitration before NAM. Pending resolution of any such requests, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. If for any reason the provisions in this Mass Arbitration Before NAM paragraph are found to be unenforceable, or if for any reason NAM declines to administer the Mass Arbitration, then the Disputes comprising the Mass Arbitration shall be administered by AAA consistent with the provisions of the Dispute Resolution Section of these Terms.

1. **Appointment of Procedural Arbitrator in Mass Arbitration.** You and we agree to cooperate in good faith to implement the Mass Arbitration process to

minimize the time, filing fees, and costs of the Mass Arbitration. Those steps include, but are not limited to (1) the appointment of a Procedural Arbitrator to efficiently and cost-effectively manage the Mass Arbitration and to rule on proposals by the parties for the efficient and cost-effective management of the Mass Arbitration to the extent the parties cannot agree; and (2) the adoption of an expedited calendar for the arbitration proceedings.

4. Exceptions to Binding Arbitration. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may invoke the following exceptions to arbitration:

1. Provisional Remedies: Either party may seek provisional remedies in aid of arbitration and to enforce the Initial Dispute Resolution Period from a court of appropriate jurisdiction, subject to the forum selection provisions below.
2. Intellectual Property and Trade Secret Disputes: Either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, piracy, moral rights violations, trademark infringement, and/or trade secret misappropriation, subject to the forum selection provisions below.
3. Small Claims Court. Either party may seek relief in a small claims court for any individual disputes or claims within the scope of that court's jurisdiction. If an arbitration is filed, before the arbitrator is formally appointed either party can send written notice to the opposing party and the applicable arbitration provider that it wants the case decided by a small claims court, after which the arbitration provider may close the case, in which instance no filing fees shall be due or payable by either party. Any disagreement about whether a Dispute is subject to small claims court shall be decided by small claims court or a court of competent jurisdiction, not the arbitrator.

5. Class and Collective Action Waiver. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION OR CLASS ARBITRATION.

6. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

7. Forum. For any Dispute not subject to binding arbitration, to the fullest extent allowed by law, you and we agree to submit to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California (except for small claims court actions which may be brought in the county where you reside), and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

8. Severability. If any provision in this Dispute Resolution and Arbitration Section of these Terms is found to be unenforceable, that provision shall be severed with the remainder of this Section of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or collective actions as provided for above. This means that if the prohibition against class or collective actions is found to be

unenforceable with respect to a particular claim or request for relief and any appeals have been exhausted (or if the decision is otherwise final), then such claim or request for relief shall proceed in a court of competent jurisdiction, but it shall be stayed pending arbitration of all other claims and requests for relief.

9. 30 Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out by emailing us at info@generationlab.com. The notice must be sent within thirty (30) days of your first use of the Service, or the effective date of the first set of Terms containing an Arbitration and Class Action and Class Arbitration Waiver section otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt out of these arbitration provisions, we also will not be bound by them.

Generation Lab Appointment Policy - For Customers

Booking and Payment

Payment Methods: We accept all major credit cards, debit cards. All payments are processed securely at the time of booking.

Receipts: You'll receive email confirmations and receipts for all transactions.

Cancellation and Refund Policy

Full Refund: Cancel your appointment at least 2 business days (48 hours) before your scheduled time for a full refund.

Late Cancellation: Cancellations less than 2 business days in advance are not eligible for refunds, as providers have reserved this time for you.

Emergency Situations: We understand emergencies happen. Contact our support team within 24 hours with documentation for emergency situations - we'll review each case individually.

Refund Processing: Approved refunds return to your original payment method typically get processed within 5-10 business days.

Rescheduling Policy

Client-Initiated Rescheduling: You may request to reschedule your appointment up to 24 hours prior to the scheduled time. All rescheduling requests require confirmation from your provider. If the provider does not confirm your new requested time past the original

appointment time, your appointment will be automatically cancelled and you'll receive a full refund.

Provider-Initiated Rescheduling: Your clinician may request to reschedule your appointment before the scheduled time. This will cancel your original appointment and redirect you to select a new time slot. You'll receive a full refund to your original payment method, and the new booking will require separate payment.

Provider-Initiated Cancellation: If your clinician needs to cancel your appointment, you'll receive a full refund of the paid fee.

How to Reschedule: Log into your Generation Lab account or reschedule directly through the booking confirmation email. If you need any support, please **email** support@generationlab.com or **text +1 415-326-3656**.

Confirmation Process: After requesting a reschedule, wait for your provider to confirm the new time. You'll receive updates about the confirmation status via email and through your client portal.

Complimentary Consultation Benefit

Optional Complimentary Consultation: Each SystemAge Test comes with an optional complimentary 15-minute consultation with participating providers. Availability depends on the clinician offering and may be subject to change.

Purpose: Use this time to discuss your needs, ask questions, and ensure the clinician is the right fit for your goals.

How to Book: Enter your zip code and turn on the "Complimentary" filter when booking your appointment. If you have used up your complimentary opportunity, your booking will be automatically cancelled.

Attendance Policy

Be On Time: Please arrive promptly for your scheduled appointment. Late arrivals may result in shortened sessions.

Missed Appointments: If you don't show up for your appointment, you'll be charged the full appointment fee. If your provider missed the appointment, please help us flag the incident by logging into your client portal > go to "Appointment" page > click "Past Appointment" tab > click "Mark as Missed" button for the appropriate booking. We will review each incident carefully and get back to you with the appropriate resolution.

Respect Provider Time: Providers block their schedules for your appointment, so no-shows impact their ability to help other customers.

Multiple No-Shows: Customers with 3+ no-shows within 6 months may face booking restrictions.

Customer Support

Support: If you need any support, please contact support@generationlab.com or text +1 415-326-3656.

Quality Concerns: We take service quality seriously. If you have any concerns, please report within 7 days of your appointment for prompt resolution.

Getting the Most from Your Experience

Preparation: Come prepared with questions and goals for your session to maximize your time.

Feedback: Your feedback helps us improve our platform and helps other customers choose the right clinician. Please utilize the feedback window within the portal, email support@generationlab.com, or book a feedback session and talk to our team (<https://calendar.app.google/huLU9bXGJG6KHNVH6>).

Privacy: All appointments and communications are confidential and HIPAA-compliant where applicable.

Other things to know

Modifications, Termination and Survival

Modification. Generation Lab reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. If you violate the Terms and/or Generation Lab has a reasonable ground to suspect that you have violated the Terms, Generation Lab 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).

Termination. Generation Lab may also, at any time, terminate its legal agreement with you if: (1) you have breached the Terms or incorporated policies, such as the user conduct guidelines (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the Terms); (2) Generation Lab is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the partner with whom Generation Lab offered the Services to you has terminated its relationship with Generation Lab or ceased to offer the Services to you; (4) Generation Lab is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by Generation Lab is, in Generation Lab's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that Generation Lab shall not be liable to you or any third party for any termination of your access to the Services, and you will defend and indemnify

Generation Lab and its affiliates against any liability, costs, or damages arising out of the breach of the representation. Finally, Generation Lab may, in its sole discretion, restrict access to the website for any reason.

Survival of Terms. When the Terms come to an end, regardless of who terminates them, both you and Generation Lab will continue to be bound by all but the following sections: Limited License, Modifications to Service.

Hyperlinks and the Generation Lab Website

The Service provides, and third parties may provide, links to other sites and resources on the Internet. Because Generation Lab has no control over such sites and resources, you acknowledge and agree that Generation Lab is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You should read the terms and conditions, including privacy policies, of any third parties to understand the rules and policies governing your use of their services or products.

Miscellaneous

Entire Agreement. The Terms make up the entire agreement between you and Generation Lab, and supersede any prior agreements.

Governing Law. These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws, rules, or provisions.

Waiver. If we do not enforce a provision in these Terms, it will not be considered a waiver.

Severability Clause. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.

Assignment. You may not assign or delegate any rights or obligations under this agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Generation Lab for any third party that assumes our rights and obligations under this agreement.

Notice

Notices to you may be made via either email or regular mail. Generation Lab may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you generally on or through the Services. Official notices must be sent to us at:

Generation Lab, Inc.

1701 Old Bayshore Highway

Burlingame, CA 94010.

Additionally, Generation Lab accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.