

Terms and Conditions for DNA Profiling and Relationship Tests

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR CONSENT, RIGHTS AND OBLIGATIONS.

1. Definitions

- a) The "Company" shall mean DNA Clinics UK North/South Limited, trading as such in the United Kingdom.
- b) The (Centre) shall mean the company/organisation or individual by whom the DNA Clinic service is provided to you.
- c) The "DNA Clinic Service" shall mean client consultations and the taking of buccal (mouth) swabs for the purpose of of DNA profiling and if applicable, relationship testing.
- d) The "Conditions" means these conditions of sale.
- e) The "Contract" shall mean any legally binding contract for the supply of the DNA Clinic Services by the Company/Centre to you.
- f) The "Website" means www.dnaclinics.co.uk
- g) "Printed Materials" shall mean all documentation issued by the Company/Centre.
- h) "You" shall mean the person ordering the Service subject to these terms and conditions. This includes test participants or any third party acting on the behalf of test participants.

2. Conditions of Sale

- a) The DNA Clinic Service is run by the Centre in conjunction with the company. You acknowledge that the mouth swabs and information taken by the Centre will be sent to the Company laboratories (Alpha Biolaboratories) for processing, where the DNA will be processed for the purposes that consent has been obtained for. The records/results kept by the Company, laboratories and the Centre attended, are held securely and confidentially.
- b) When ordering a DNA 'Clinic' test, you understand that the price paid for the DNA Clinic Service entitles you to an initial consultation and an optional results session. Each session will last for up to half an hour. These sessions are only available at the Centre you visit. The DNA Clinic Service is non transferable.
- c) The Company will make subsequent on-site counselling/support services available to you. These services are to be used at your own discretion. The Company/Centre reserves the right to refuse subsequent treatment. These additional services are separate to the DNA Clinic Services. You understand that these additional services are run and managed under the Counselling/Support Agencies own policies and are subject to their own fee structure. These services are the legal responsibility of the service provider involved and are not the responsibility of the Company.
- d) Alpha Biolaboratories Ltd are responsible for the processing of samples, test results and storage of DNA samples under the conditions stated. This excludes services provided by the Company/Centre.
- e) You are responsible for providing all necessary or requested genuine identification, materials or samples to the Company/Centre and for completing in full any forms or documents supplied or requested by the Company/Centre. Failure to do so may result in a delay in providing test results or inaccuracies in test reports which may affect the evidential value of the test result and in such circumstances the Company/Centre shall not be liable for any such delay or inaccuracy. The Company/Centre shall not be liable for any failure to provide accurate, complete or other form of test result due to insufficient or poor quality of specimen.
- f) If ordering a 'Peace of Mind' DNA Test, the Company/Centre has no legal liability concerning the taking of samples and the names given in conjunction with those samples. The identities of those involved in a 'Peace of Mind' DNA Test are not verified by the Company/Centre, therefore the result of the DNA test is not suitable for use as evidence in court.
- g) For the Legal DNA Test Service, the identities of those individuals involved in the DNA Clinic Service are verified by the Company/Centre using forms of identification provided by You. You warrant that these forms of identification and all other information supplied to the Company/Centre is genuine and accurate.
- h) If you order a service from the Company/Centre either verbally or in writing, You warrant that you have

the legal right to order the test on behalf of those involved.

- l) You warrant that you are legally entitled to possession of the samples you have provided to the Company/Centre. You agree to indemnify the Company/Centre against all costs, claims, expenses and any loss or damage that the Company/Centre may suffer as a result of you providing the Company with samples, which have not been legally obtained.
- The Company strongly advises that you should obtain independent legal advice about your legal entitlement to consent for a third person to participate in the DNA Clinic Service, or your legal entitlement to obtain samples of biological material from persons other than yourself.
- You warrant that you are not a person suffering from mental disorder (within the meaning of the Mental Health Act 1983) and are therefore capable of understanding the nature and purpose of the test.
- The Company/Centre makes no representation that you are legally entitled to perform any particular act in order to obtain biological samples for analysis.
- J) You are responsible for deciding on the suitability of the Service offered for any particular purpose and for the consequences arising.
- K) The Company/Centre shall not be liable for any loss or damage suffered by you or any other person as a result of the provision to you of the DNA Clinic Service and DNA test result.
- l) The subject matter of the Contract shall remain confidential and shall not be disclosed or used for any unauthorised purpose. The Company/Centre will not disclose to third parties other than as required by a court of law or other competent authority any proprietary data and other information concerning the samples to be processed or results obtained under the Service without the prior written consent of you.
- m) All sales made by the Company/Centre are made on these Conditions. These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any purchase order confirmation or Service Request Form or similar document. No variation of these Conditions will be binding on the Company unless confirmed in writing by a director of the Company. The Company may from time to time alter these Conditions at its discretion. Up to date Terms and Conditions can be obtained from the Company at any time.
- n) These terms and conditions do not affect your statutory rights as a consumer.

3. Prices, Payment and Delivery

- a) The charges payable by you to the Company for the DNA Clinic Service are those set out in the current relevant price list(s) supplied by the Company/Centre to you as published on the Website or as quoted in writing by the Company/Centre to you.
- b) The Company/Centre reserves the right to vary the prices for the DNA Clinic Service between the date of the Contract and the performance of the DNA Clinic Service in the event of and to the extent of any increase in the cost of labour or materials or any delay howsoever caused by any other variation in the costs to the Company /Centre of providing the DNA Clinic Service. The Company or Centre shall notify you of any changes to the advertised price and you will have a right to proceed with or cancel the order within seven days of the notification.
- c) The Company/Centre must receive payment of the whole of the price for the DNA Clinic Service before your order can be accepted. The Centre's acceptance of your order brings into existence a legally binding contract between you and the Company. The Company/Centre reserves the right not to supply you at its discretion.
- d) Your reservation of / attendance at a clinic session makes you liable for the cost of the session / advisors time. If the company proceeds with a DNA test on your behalf the cost of the clinic session is included within the price quoted. If it transpires that a test is not possible or you do not attend your clinic session without providing 24 hours notice, you will remain liable for the session cost (not the cost of the DNA test). This may have been taken in whole or part as a deposit, or may be requested on the date of the session. The fee is payable directly to the centre and is non-refundable. Clinic session fees may vary.
- e) You undertake that all details you provide the Company/Centre for the purpose of purchasing the DNA Clinic Service are correct, that the credit or debit card you use is your own and that there are sufficient funds or credit facilities to cover the cost of the DNA Clinic Service. We reserve the right to obtain validation of your credit or debit card details before providing you with the DNA Clinic Service.

4. Cancellation/Termination & Charges Arising

- a) You have 24 hours (excluding Saturday and Sunday and UK Bank Holidays) from the date on which the Centre accepts your order pursuant to clause 3c), to cancel the Contract, upon serving a written notice of cancellation upon the Centre.
- b) If you cancel the Contract under this provision the purchase price (deducted by £70.00) will be returned to you by the Centre as soon as practicably possible, and in any event within 30 days of the Centre's receipt of your notice of cancellation.
- c) The Company/Centre reserves the right to cancel the Contract if the DNA Clinic Services were listed at an incorrect price due to a typographical error.

5. Confidentiality

In these terms and conditions "Proprietary Information" shall mean any information or data in whatever form, nature or media disclosed by any Parties (the "Disclosing Parties") to the other (the "Receiving Parties") pursuant to the Service Agreement or other agreements.

The Receiving Parties undertake that such information will:

- (a) be protected and kept in strict confidence by the Receiving Parties which must use at least the same degree of precaution and safeguards as it uses to protect its own proprietary information of like importance, but in no case less than reasonable care;
- (b) be only disclosed to and used by those persons within the Receiving Parties' organisation who have a need to know and solely for the Service Agreement;
- (c) not be used in whole or in part for any purpose other than the performance of the Service Agreement;
- (d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in sub-paragraph (b) above or as otherwise permitted herein;
- (e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication has not been specifically authorised in writing by the Disclosing Parties.

6. Warranty of Performance

- a) The Company/Centre shall exercise all reasonable skill and care in the performance of the DNA Clinic Service but does not represent, guarantee or warrant that any particular result (whether expressly specified by you or not) will be achieved or reproduced. Except in the case of death or personal injury the Company's/Centre's total liability to you whether for negligence, breach of contract or otherwise shall in no circumstances exceed the charges payable by you for the DNA Clinic Service.
- b) The Company/Centre shall not be liable for any failure in the performance of its obligation under the Contract caused by factors or circumstances outside of its control including but not limited to any act of God, war, strike, lockout, industrial action, breakdown of systems or network access, flood, drought, storm or other event beyond the Company's/Centre's control.
- c) The Company will use reasonable endeavours to ensure that the result of the analysis of biological samples provided to us by you/the Centre is correct but subject to a margin of error of 0.01%. No further representation, warranty or undertaking is given or made in relation to the result of analysis. This does not affect your statutory rights as a consumer.
- d) In the unlikely event that the result of analysis is found to be in error, the Company shall perform a further analysis for you free of charge or return your payment in full.
- e) The Company/Centre makes no representation, expressed or implied that the result of analysis is fit for any particular purpose.
- f) Any dates quoted by the Company/Centre to you for the provision of the DNA Clinic Services are approximate and do not have any contractual effect and shall not be treated as being of the essence of the Contract.
- g) The Company/Centre will not be liable to you for any loss or damage direct or indirect, caused or occasioned by any delay howsoever arising from the performance of the DNA Clinic Service.
- h) The sample DNA derived from the donor's sample or any data derived therefore will not be released to any third party other than in accordance with the Data Protection Act 1998. The Company will retain the DNA results for two years.

7. Limitations of DNA Test

The DNA tests provided by the company are exceptionally accurate. However all DNA tests have limitations. You warrant that you understand these limitations (so please ask for clarification from the company if you are not sure). The limitations are rare.

Mutations within the area of the DNA analysed may cause inconclusive results as can a Low Paternity Index Score (LPIS). LPIS occurs when the 'markers' identified in the DNA samples match with other test participants, but the frequency of the markers within the given population is so high that it reduces the significance of these matches. Inconclusive results are extremely rare. If this occurs, the company will be able to provide a further extended study to clarify the result. Additional charges may apply.

Full information on individual test limitations can be viewed at www.dnaclinics.co.uk

By accepting these terms and conditions, you warrant that you have read, understood and accept the limitations applicable to the test you have ordered.

8. Links to other web sites

The Company is not responsible for the availability, content or accuracy of any pages or other sites linked to the website. The inclusion of any link to such sites does not imply endorsement by the Company of these sites. If you link to any other page or site you do so at your own risk. You agree that the Company will not be liable for any loss or damages you or any third party may suffer in connection with third party pages or sites.

9. General Disclaimer

- a) The Company/Centre is providing its website and all printed materials, on an 'as is' basis and makes no representations or warranties of any kind with respect to its website/printed materials or its contents and disclaims all such representations or warranties to the fullest extent permitted by law. In addition, the Company /Centre makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published on the website/printed materials. The information contained in the website may contain technical inaccuracies or typographical errors. All liability of the Company/Centre howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- b) Neither the Company/Centre nor any of their directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of the website or DNA testing services. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- c) Notwithstanding the foregoing, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit liability to you for death or personal injury resulting from our negligence.

10. Copyright and Monitoring

The contents of the website and printed materials are protected by international copyright laws and other intellectual property rights. The Company owns these rights unless otherwise indicated. All product and company names and logos mentioned in the website/printed materials are the trademarks, service marks or trading names of their respective owners, including the Company. You may download material from the Site for the sole purpose of placing an order with the Company/Centre.

11. Invalidity

If any part of these Conditions is unenforceable (including any provision in which the Company/Centre excludes its liability to you) the enforceability of any other part of these Conditions will not be affected.

12. Third Party Rights

Except for the Company's/Centre's affiliates, directors, employees or representatives, a person who is not a party to this Contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any

term of this Contract but this does not affect any right or remedy of a third party that exists or is available from that Act.

13. General

- a) The Contract is made between the Company and you and shall not be assignable by you. The Company may sub-contract the performance of the Contract in whole or in part if necessary.
- b) These Conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between you and the Company. You acknowledge that you have not entered into this Contract in reliance upon any warranty or representation made by the Company/Centre or any other person and you waive any rights to damages/compensation you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Conditions, privacy policy, order form and payment method instructions.
- c) You shall indemnify the Company/Centre (and keep it indemnified) against all claims, losses, costs and expenses (including legal expenses on an indemnity basis) howsoever arising in respect of any claims made by third parties against the Company/Centre arising out of the provision of the Service.
- d) All notices shall be given to the Company via email at info@dnaclinics.co.uk

14. Governing Law

These Terms and Conditions are subject to the law of the United Kingdom. All disputes shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.