

## **Terms of Service**

*Last Updated: September 11, 2017*

Welcome to MyTraits Sport DNA Product developed by intelliseq (“intelliseq”, “we”, “us”). intelliseq will provide you with MyTraits Sport and its website ([www.mytraits.com](http://www.mytraits.com)). intelliseq provides MyTraits Sport DNA Product subjected to the following terms and conditions. By accessing or using MyTraits Sport, you agree to be bound and abide by these Terms of Service. Please read them with care.

### **Requirements for Use of MyTraits Sport**

You must be 18 years of age or older to use MyTraits Sport.

MyTraits Sport is not available outside the US.

### **Additional Terms**

Your use of MyTraits Sport is also subject to any applicable terms, policies or rules that intelliseq may post or provide a link to, including our [Privacy Policy](#) and [Product Consent](#). All such applicable terms, policies and rules are considered part of these. Terms of Service and incorporated by reference.

## Important terms

- **Account Information:** You must provide certain information when you create an account (“Account Information”) to use MyTraits Sport application. This information includes your name and email address. Your account information also includes records and copies of any correspondence with you.
- **DNA Product:** Products and services that use portions of your DNA. They are featured on the Helix Platform. While Helix may make some of them, most of them are made by Helix’s Partners, like intelliseq.
- **Genetic Information:** Your sequenced DNA. To use MyTraits Sport, you must allow Helix to share portions of your Genetic Information with us.
- **Personal Information:** All of the data you have shared with us. These data combine your Account and Genetic information.
- **Services:** Offerings provided by intelliseq, including MyTraits Sport DNA Product and mytraits.com website content and functionality.

## **Purchase of MyTraits Sport DNA Product**

MyTraits Sport is available through the App Store and the Helix Platform. It uses portions of your Genetic Information as stored by Helix. Helix shares portions of it with intelliseq (with your consent) so that we can offer you MyTraits Sport DNA Product. For more details about DNA sequence sharing with Helix's Partners, please see Helix's Terms of Service.

The Services include access to MyTraits Sport DNA Product and its web page [mytraits.com](https://mytraits.com). intelliseq provides the users with MyTraits Sport DNA Product, which is for educational and entertainment use. MyTraits Sport does not provide medical advice neither fitness coaching. The aim of this application is to introduce you into the world of sport genetics. In MyTraits Sport each trait is associated with the single gene variant. However, in most of genes there might be more genetic variants than a single one, but because of the space limitations and MyTraits Sport design only the set of best known variants is presented. All the genetic variants presented in MyTraits Sport have been confirmed in scientific studies on at least 1000 individuals.

## **Registering or Accessing Helix Account Through MyTraits Sport Account**

To use MyTraits Sport DNA Product, you must first create a Helix Account and get your DNA sequenced. If you are Helix registered User, you can create or log in to your MyTraits Sport Account. intelliseq will be provided with your Personal Information like e-mail, first name and last name.

You agree not to let someone else access the MyTraits Sport using your username and password. You agree to let intelliseq know immediately of any unauthorized access to or use of your username or password by sending an e-mail to [security@mytraits.com](mailto:security@mytraits.com). You also agree to ensure that you exit from your account at the end of each session. intelliseq cannot and will not be liable for any loss or damage that results from your failure to comply with these obligations.

## **Purchases of MyTraits Sport Using the Helix Platform**

When you purchase MyTraits Sport as your first DNA Product, Helix will send you a kit for the collection of your saliva sample. When you send Helix a saliva sample you agree to the Helix's Terms of Service. When your DNA is sequenced Helix shares portions of your Genetic Information with intelliseq (with your consent) so that we can offer you MyTraits Sport DNA Product. You agree to pay for MyTraits Sport you purchase, including any taxes and fees that apply.

## **Content of MyTraits Sport**

All the genetic interpretations in MyTraits Sport are provided by intelliseq. Genetics is a field that is evolving quickly. Scientists are always discovering new details about how to interpret DNA data. They are also learning that some previous discoveries are not valid. MyTraits Sport is based on the current state of knowledge. As our knowledge improves, the insights MyTraits Sport gives you may change. MyTraits Sport may also be able to give you new insights based on the same DNA sequence.

## **Communications**

You are communicating with us by emails. You agree to receive electronically all communications from us in connection with MyTraits Sport. You can retain copies of these communications for your records. You agree that all digital agreements, notices, disclosures, and other communications that we provide to you meet any legal requirement that such communications be in writing.

## **Intellectual Property Rights**

The MyTraits Sport DNA Product and mytraits.com web page and their entire contents, features and functionality (excluding genetic test results, but including and not limited to all information, software, code, algorithms, database, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by intelliseq and are protected by US and Polish Law and international copyright, trademark, trade secret and other intellectual property or proprietary rights laws. intelliseq grants you a limited, non-exclusive, non-transferable, revocable license to

use MyTraits Sport for personal, non-commercial purposes, subject to these Terms of Service and in compliance with all applicable laws, rules and regulations and any agreements or terms with third parties to which you are subject.

## **Trademarks**

The intelliseq and MyTraits Sport names and logos, are trademarks of intelliseq. You must not use trademarks without the prior written permission of intelliseq.

## **Prohibited Uses**

You may use the MyTraits Sport only for lawful purposes and in accordance with these Terms of Service. You agree not to use the MyTraits Sport in any way that violates any applicable federal, state, local or international law or regulation.

## **Notice of Limitations**

Our genes influence many traits in our lives. At intelliseq, we believe in giving you access to your Genetic Information. This access can help you further your own self-discovery about your sport and metabolism related traits. But before you subscribe to and purchase MyTraits Sport DNA Product, you should be aware of what genetics can and cannot tell you.

In considering a purchase of the MyTraits Sport, you should be aware of certain risks and limitations of genetic testing and interpretation. These include the following:



## *Genetics is an evolving field of study*

- MyTrait Sport is based on the current knowledge of genetics. This knowledge changes every day as we learn more through research. MyTrait Sport may have a different interpretation in the future.
- Even though we know many traits have a basis in genetics, we may not know or understand all the genetic contributions for a trait. Research in science and medicine is continuously discovering new links between genes and traits. Such research is also showing that some previously identified links may not be valid.
- MyTraits Sport provides interpretations based on scientific studies. Such studies are often based on a specific population, such as a specific ethnicity. Thus, you may receive interpretations that are based on a population that differs from your ethnicity or genetic background.

## *Genetics cannot tell you everything about yourself*

- There are few cases where a single gene (or variation in a single gene) is completely predictive of any one trait. Most traits are influenced by multiple genetic and non-genetic factors. Your lifestyle, your environment and chance can also play a role in whether you will have or develop a trait.
- The interpretation of Genetic Information is often as a probability, likelihood, or risk. Even if you have one or more genetic variations linked to a certain trait, it may not mean that you have or will develop that trait.
- In addition to non-genetic factors, multiple genes or genetic variations often influence a single trait. That means the effect of any one, single genetic variation may be low.
- Even if you do not have one or more genetic variations linked to a certain trait, you may still have or develop that trait.

- In some cases it is more accurate to measure your physical trait (e.g., height) than to use Genetic Information to predict the trait (e.g., genes for height).

*You may discover information that causes you distress*

- You cannot unlearn the knowledge you gain from MyTraits Sport. Some people prefer not to know their Genetic Information for some traits.
- You may discover Genetic Information that you do not expect. In some cases this information may be interesting. In other cases it may lead to unintended reactions such as anxiety, depression or distress. Example of these include discovering an unexpected genetic risk that you might be predisposed to obesity or that you do not have the genetic variant common among elite athletes.
- The results of MyTraits Sport should not be used to diagnose or treat any medical condition.

## *Revealing your Genetic Information may affect your privacy*

- MyTraits Sport gives you the opportunity to publicly share your Genetic Information on social media like Facebook or Twitter. You can do it at your own risk.
- You should be careful about sharing your Genetic Information with others and know the consequences before doing so. Under GINA (a US law), you do not need to share your Genetic Information with your employer or your health insurer. Even so, you may be asked to share your Genetic Information with other insurers. These others could include life, long-term care, and disability insurance firms.
- Please see intelliseq's [Privacy Policy](#) for further information about how intelliseq protects your privacy, handles your Genetic Information and your options for disclosure of such information.

## **Disclaimer of Warranties**

intelliseq makes its best efforts to offer MyTraits Sport DNA Product of high quality. However, we do not warrant the accuracy, completeness or usefulness of our DNA Product.

YOUR USE OF MYTRAITS SPORT DNA PRODUCT AND MYTRAITS.COM WEB PAGE, THEIR CONTENT, AND ANY OF THEIR FEATURES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. NEITHER INTELLISEQ NOR ANYONE ASSOCIATED WITH INTELLISEQ MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER INTELLISEQ NOR

ANYONE ASSOCIATED WITH INTELLISEQ REPRESENTS OR WARRANTS (i) THAT THE SERVICES, THEIR CONTENT, OR ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT DEFECTS WILL BE CORRECTED, (iii) THAT OUR MYTRAITS SPORT DNA PRODUCT, MYTRAITS.COM WEB PAGE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (iv) THAT THE SERVICES OR ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

INTELLISEQ HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

You understand that we cannot and do not guarantee or warrant that content of MyTraits Sport DNA Product or mytraits.com web page will be free of viruses or other destructive code. You are responsible for implementing sufficient anti-virus protections to meet your needs.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Limitation of Liability**

IN NO EVENT WILL INTELLISEQ BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE MYTRAITS SPORT PRODUCT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



## **Indemnification**

You agree to defend, indemnify, and hold harmless intelliseq, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Service or your use of MyTraits Sport.

## **Termination**

You may discontinue use of MyTraits Sport DNA Product at any time. If you terminate your MyTraits Sport account, your registration information and user profile will be removed from the intelliseq's database. If you violate these Terms of Service, intelliseq has the right to terminate your access to MyTrait Sport DNA Product.

## **Dispute Resolution**

If a dispute arises between you and intelliseq, you agree to first contact intelliseq's Customer Care to seek a resolution. If intelliseq's Customer Care is not able to resolve the issue, then except for disputes relating to the infringement or other misuse of intellectual property rights:

Such dispute will be resolved through binding arbitration rather than in court.

This arbitration will be administered by the American Arbitration Association ("AAA").

Such arbitration will follow the rules of the AAA ("AAA Rules"), as modified by these Terms of Service.

The arbitration will be conducted in the English language.

Any arbitration hearing will be held in San Mateo County, California.

If the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as set forth in the Federal Rules of Civil Procedure Rule 11), then the AAA Rules will apply regarding payment of arbitration costs. The AAA Rules and fees are available online at [www.adr.org](http://www.adr.org) or can be obtained by calling the AAA at 1-800-778-7879. You and intelliseq both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

You and intelliseq agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, consolidated or representative proceeding. Further, unless both you and intelliseq agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **Waiver and Severability**

No waiver of these Terms of Service by intelliseq shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Any failure of intelliseq to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Service will continue in full force and effect.

## **Entire Agreement**

These Terms of Service, intelliseq [Private Policy](#) and [Product Consent](#) constitute the sole and entire agreement between you and intelliseq with respect to MyTraits Sport DNA Product.

## Miscellaneous

These Terms of Service and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) will be governed by and construed in accordance with California law, without regard to its conflicts of laws principles and excluding the applicability of United Nations Convention for the International Sale of Goods. To the extent that any lawsuit or court proceeding is permitted hereunder, you and intelliseq agree to exclusively litigate such disputes in the federal or state courts of San Mateo County, California, and both parties consent to venue and personal jurisdiction in California. You may not assign any of your rights in these Terms of Service, and any such attempt is void. intelliseq may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. intelliseq and you are not legal partners or agents. Instead, our relationship is that of independent contractors.

## **Your Comments and Concerns**

If you have any feedback, comments, requests for support, or other communications about MyTraits Sport, you may contact intelliseq's Customer Care at [helpdesk@mytraits.com](mailto:helpdesk@mytraits.com).