



## ***Pandecta Inc.***

*The Power of Prevention*

*Proteome Analysis for Monitoring Health and Disease*

### **TERMS OF SERVICE AGREEMENT**

**Pandecta Inc.**

**Effective Date: October 25, 2024**

#### **1. Overview**

**Welcome to Pandecta Inc.**

**Our vision is a world where proactive health monitoring provides foundation for informed personalized healthcare helping people achieve optimal well being. Based on comprehensive, highly selective, peer reviewed research and current and emerging clinical practice we provide risk assessment for many of human ailments and health and wellness conditions. This risk assessment is intended to support health related decisions and lifestyle choices alongside physicians' recommendations.**

**What we do?**

**Pandecta Inc. offers protein analysis from biological samples in order to provide you with insights into your personal health and wellness. Our services include:**

- **Facilitating access to third party laboratory for convenient sample collection**
- **Analysis of said blood samples**
- **Generation of a report outlining your predicted risks related to health and wellness and recommendations as to the next steps including but not limited to: consultations with healthcare professionals and lifestyle changes**
- **Facilitating opportunities to connect with third party healthcare professionals regarding further related tests**

#### **Cautions**

**Pandecta Inc. provides risk assessment based on protein data. These assessments are not definitive diagnoses. A low risk assessment does not guarantee the absence of a condition and high risk assessment does not confirm its presence. While Pandecta Inc. strives for complete and accurate lab results, your samples may yield inconclusive or unreliable result. Our analysis presents a snapshot of your health at the time the sample is taken. Protein levels and other biomarkers are highly influenced by various factors such as environment, diet, exercise, medications and drugs. Therefore, the results may not accurately depict your regular or ongoing health state.**

**Our assessments provide an opportunity to proactively address potential health concerns and to seek further medical advice. The information provided by Pandecta should be used as a tool to facilitate discussions with your healthcare providers.**



***Pandecta Inc.***

*The Power of Prevention*

*Proteome Analysis for Monitoring Health and Disease*



Pandecta Inc. is not a substitute for medical care, medical advice or medical opinions. The information (including, without limitation, advice and recommendations) and the services provided by us are intended solely as a general educational aid and are, neither medical nor health care advice. The insights are recommendations are for general informational purposes only and they are not a replacement for healthcare consultation, diagnoses or treatment. It is recommended that you always seek the advice of your physician or other healthcare professional with any questions you may have regarding a medical condition. You should not delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of the information provided by Pandecta Inc. The analysis of your test results should be discussed with your physician or other health professional.

While Pandecta Inc. strives to keep the information accurate and up to date, medical and scientific knowledge and clinical treatments change quickly and the information and services provided by Pandecta Inc. should not be considered error free or as a comprehensive source of all information on a particular topic. Pandecta Inc. makes no warranties or representations as to the accuracy of the information we provide on our website, patients' reports, or any other communications. Pandecta Inc. assumes no responsibility for any action or inaction that you take based on the information provided by Pandecta Inc. You should always contact your healthcare provider before taking any action or inaction based on the information provided by Pandecta Inc. Your use of the entirety of our services (including but not limited to the website, services, reports, and all communications) is subject to the additional disclaimers and caveats that are listed in this Terms of Service agreement.

#### Disclaimer

Pandecta Inc. is not liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of our services. Pandecta Inc. is not responsible for any outcome that may occur during the course of usage the entirety of our services (including to but not limited to the website, services, reports, and all communications). You assume the entire risk of loss in using Pandecta Inc. products and services.

Under no circumstances shall Pandecta Inc. team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, our services. Pandecta Inc. will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy at any moment.

## 2. Comprehensive Terms and Conditions

**PLEASE REVIEW THESE TERMS OF SERVICE CAREFULLY AND CONTACT US IF YOU HAVE ANY QUESTIONS BEFORE USING OUR SERVICES.**

By accessing or using our services (including, but not limited to our products, website, any and all communications), you acknowledge that you fully understand the terms of service and agree to be bound by these Terms of Service ("Terms") unconditionally, in their entirety, to the fullest extent permitted by applicable law. By agreeing to these terms and conditions, you hereby waive your rights to:

- i. Seek relief in a court of law
- ii. Have disputes decided by judge or jury
- iii. Participate in a class action lawsuit against Pandecta Inc.





If you and Pandecta Inc. decide to resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of Canada. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

## 2.1. Definitions

- i. "Pandecta," "Company," "we," "us," "our" refers to Pandecta Inc., a Canada Corporation.
- ii. "You," "your," "User" refers to you, as an individual, plus any entity, individual, and/or organization on whose behalf you are acting when accessing our Services.
- iii. "Services" refer to services arising out of or provided by Pandecta. Those include but are not limited to our products, our website and our communication materials.
- iv. "Personal Information" includes information relating to an individual's health background, biological samples, and protein data and is described in our Privacy Policy.
- v. "Lab Results" refer to the results of any and all sample analyses provided to you through our services.
- vi. "Sample(s)" refer to any and all biological samples provided by Pandecta users and their subsequent components who are analyzed by Pandecta or independent third-party laboratories who are authorized to perform services on behalf of Pandecta.
- vii. "Data" refers to the analysis of biological samples in order to assemble health and wellness profiles.
- viii. "Report" refers to any and all reports provided by Pandecta based on the analysis of your biological samples.
- ix. "Third-party service (s)" refer to medical laboratories, technology companies, advertisers, promotional and marketing partners, and others who assist us with our services.
- x. "Claims" refer to any and all claims, disputes, matters, controversies, and causes of action.
- xi. "Product(s)" refer to any and all products offered for sale or use by Pandecta or in connection with Pandecta Inc. Services.
- xii. "Pandecta Inc. Content" refers to all the information available through our Services, including but not limited to data, information, and associated graphics and postings.
- xiii. "User Content" refers to all the information provided by the user that is related to our Services, including but not limited to graphics, posts, images, and videos. This does not include Personal Information.





## **2.2. Services Provided**

**2.2.1. Pandecta Inc. offers protein analysis from biological samples in order to provide insights into personal health and wellness. Our services include:**

- **Facilitating access to third-party laboratories for convenient sample collection**
- **Analysis of said blood samples**
- **Generation of a report outlining your predicted risks relating to health and wellness and recommendations as to the next steps, including but not limited to, lifestyle changes, consultation with a licensed healthcare professional.**
- **Facilitating opportunities to connect with third-party medical professionals regarding further related tests.**
- **The creation and dissemination of all Pandecta Inc. content, without limitation.**

**2.2.2. It is important for you to understand that Pandecta Inc. is not a substitute for medical care, medical advice, or medical opinions. The insights and findings provided by our services are intended for general informational purposes only and are not a replacement for professional medical consultation, diagnosis, or treatment. Always seek the advice of your physician or other qualified health providers with any questions you may have regarding a medical condition.**

**2.2.3. You should not delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information provided by Pandecta. If you think you may have a medical emergency, call your doctor or 911 immediately. Pandecta does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned in our reports. Always seek the advice of your physician or other qualified health providers with any questions.**

**2.2.4. Pandecta provides risk assessments based on protein data. These assessments are not definitive diagnoses. A low-risk assessment does not guarantee the absence of a condition, and a high-risk assessment does not confirm its presence. Our assessments provide an opportunity for you to proactively address potential health concerns and seek further medical advice.**

**2.2.5. The results provided by Pandecta might be distressing, especially if they provide life-altering information. The results might not be as expected by you or as you wished them to be. By using our services, you acknowledge that you are electing to seek this information. Pandecta is not responsible for any emotional distress or anxiety caused by the information provided. It is strongly recommended to discuss these findings with a healthcare professional who can further validate the results, provide medical guidance, and treatment plan, if necessary. Our services require blood draw, which carries possible risk and discomfort, including but not limited to pain, swelling, bruising, or infection at the puncture site. By using our services, you agree to undertake these procedures and acknowledge the associated risks.**

**2.2.6. We recommend that you seek the advice of medical professional to determine if our analytic is appropriate for you. The information provided by Pandecta should be used as a tool to facilitate discussions with your healthcare provider.**





## **2.3. Returns and Refunds**

- 2.3.1.** Due to the nature of biological samples and the personalized analysis provided, Pandecta Inc. does not accept returns or offer refunds for any services rendered. Clients must understand and agree to this policy before purchasing our services.
- 2.3.2.** While Pandecta strives for complete and accurate Lab Results 100% of the time, clients must acknowledge that their sample may yield incomplete or inaccurate results. Our analysis presents a snapshot of your health at the time the sample is taken. Protein levels and other biomarkers are highly influenced by various factors such as environment, diet, exercise, medications, and drugs. Therefore, the results may not accurately depict your regular or ongoing health state. Consequently, Pandecta does not warrant the accuracy, completeness, timeliness, precision, or usefulness of the results provided.
- 2.3.3.** New discoveries related to human health are made daily. Clients acknowledge that the significance of their lab results may change over time. What may seem insignificant now could take on a new meaning as scientific knowledge evolves. Pandecta encourages clients to periodically review their health data in consultation with healthcare professionals to stay updated on any new findings that may impact their health.

## **2.4. Payment**

- 2.4.1.** If you pay for any of our services, you agree to pay all fees or charges to your account for the Service in accordance with the fees, charges and billing terms in effect at the time that each fee or charge is due and payable. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not these Terms to determine your rights and liabilities with respect to your Payment Provider.
- 2.4.2.** Pandecta Inc. reserves the right at any time to change its prices and billing methods, either immediately upon posting on our Site or by e-mail.
- 2.4.3.** Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by you.
- 2.4.4.** No contract will exist between you and Pandecta Inc. for the Service until Pandecta Inc. accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.
- 2.4.5.** You are responsible for any third-party fees that you may incur when using the Service.





## **2.5. Third Party Services**

- 2.5.1.** We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").
- 2.5.2.** You acknowledge and agree that Pandecta Inc. shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Pandecta Inc. does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.
- 2.5.3.** Pandecta does not make any warranty, representation, referral, or other recommendations regarding Third-Party Services.
- 2.5.4.** Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## **2.6. Restrictions**

- 2.6.1.** You agree not to, and you will not permit others to license, sell, outsource, disclose, or otherwise commercially exploit our services, unless our explicit permission is provided.
- 2.6.2.** You agree not to modify or make derivative works of any and all Pandecta Inc. content including our services.
- 2.6.3.** You agree not to submit samples other than your own.
- 2.6.4.** You attest that you are 18 years of age or older.
- 2.6.5.** You attest that you are of sound mind, understand our Terms and that you assume all responsibilities, liabilities, debts, and obligations herein required of you.

## **2.7. Term and Termination**

- 2.7.1.** This Agreement shall remain in effect until terminated by you or Pandecta Inc.
- 2.7.2.** Pandecta Inc. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.
- 2.7.3.** This Agreement will terminate immediately, without prior notice from Pandecta Inc., in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by contacting Pandecta Inc.
- 2.7.4.** Termination of this Agreement will not limit any of Pandecta Inc.'s rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.





## **2.8. Copyright Infringement Notice**

**2.8.1.** If you are a copyright owner or such owner's agent and believe any material on our app constitutes an infringement on your copyright, please contact us setting forth the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on his behalf
- Identification of the material that is claimed to be infringing
- Your contact information, including your address, telephone number, and an email
- A statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners
- The statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner

## **2.9. Indemnification**

**2.9.1.** You agree to indemnify and hold Pandecta Inc. and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your:

- Use of Pandecta Inc. services
- Violation of this Agreement or any law or regulation
- Violation of any right of a third party

## **2.10. Limitation of Liability**

**2.10.1.** Notwithstanding any damages that you might incur, the entire liability of Pandecta Inc. and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for our services.

**2.10.2.** To the maximum extent permitted by applicable law, in no event shall Pandecta Inc. or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for emotional suffering, for loss of data, for loss of privacy arising out of or in any way related to the use of or inability to use our services, third-party services, or otherwise in connection with any provision of this Agreement), even if Pandecta Inc. or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.





## 2.11. Severability

- 2.11.1. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 2.11.2. This Agreement, together with the Privacy Policy and any other legal notices published by Pandecta Inc. on the Services, shall constitute the entire agreement between you and Pandecta Inc. concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Pandecta Inc.'s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. **YOU AND Pandecta Inc. AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

## 2.12. Waiver

- 2.12.1. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.
- 2.12.2. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

## 2.13. Changes to Terms

- 2.13.1. Pandecta Inc. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
- 2.13.2. We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can seize your contract with Pandecta.







- 2.13.3.** By continuing to use our Service, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer using Pandecta Inc. Service.

## **2.14. Intellectual Property**

- 2.14.1.** Our Services and website, in its entirety, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Pandecta Inc., its licensors or other providers of such material and are protected by Canada and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of Pandecta Inc., unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

## **2.15. Submissions and Privacy**

- 2.15.1.** In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Pandecta Inc. without any compensation or credit to you whatsoever. Pandecta Inc. and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

## **2.16. Typographical Errors**

- 2.16.1.** In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.





## 2.17. Miscellaneous

- 2.17.1. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of Pandecta Inc. Pandecta Inc. will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Pandecta Inc. operates and controls the Pandecta Inc. Service from its offices in Canada. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Pandecta Inc. Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Pandecta Inc. Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and Pandecta Inc. concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

## 2.18. Disclaimer

- 2.18.1. Pandecta Inc. is not responsible for any content, code or any other imprecision.
- 2.18.2. Pandecta Inc. does not provide warranties or guarantees.
- 2.18.3. In no event shall Pandecta Inc. be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service, the Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.
- 2.18.4. The Pandecta Inc. Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied.
- 2.18.5. Without limiting the foregoing, Pandecta Inc. specifically disclaims all warranties and representations in any content transmitted on or in connection with the Pandecta Inc. Service or on sites that may appear as links on the Pandecta Inc. No oral advice or written information given by Pandecta Inc. or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Pandecta Inc. does not warrant that the Pandecta Inc. Service will be uninterrupted, uncorrupted, timely, or error-free.

## 2.19. Client Acknowledgement

- 2.19.1. By using Pandecta's services, you agree to all the terms and conditions outlined above.





- 2.19.2. You acknowledge understanding that the services provided are for informational purposes only and do not constitute medical advice.
- 2.19.3. You also agree to consult with a healthcare provider regarding any concerns or questions about your health and the findings provided by Pandecta.

For further details, please refer to our full Terms of Service and Privacy Policy. If you have any questions, feel free to contact us at [info@pandecta.ca](mailto:info@pandecta.ca).

By accessing and using Pandecta's services, you agree to these terms and conditions in their entirety.

