

[Terms of Service]

METAOCEAN VENTURES, and/or its affiliates ("METAOCEAN," "we," "us," "our") provide genetic testing services, research services, and related products, services, and content to support you through metaoceanventures.com or remotely through related products, software, services, and website ("services"), including, but not limited to, text, graphics, images, and other material and information. METAOCEAN provides the Services subject to the following terms and conditions, which you agree to by accessing our Services. Please read the below carefully.

If you are interested in using our Artificial Intelligence (AI) features, please review our AI Use Policy. You must agree to our AI Use Policy prior to using our AI features.

1. Definitions

a. "METAOCEAN VENTURES" means metaoceanventures.com

b. "METAOCEAN Research" refers to scientific research that METAOCEAN performs with the intent to publish in peer-reviewed scientific journals. METAOCEAN Research only uses Genetic and Self-Reported Information from users who have given informed consent according to the applicable Consent Document. METAOCEAN Research activities do not include research and development.

c. "Product Development" refers to research performed for the purpose of new product development and new product development activities performed by METAOCEAN on De-identified Information. These activities may include, among other things, enhancing our Services; offering new products or services to you; performing quality control activities; and conducting data analysis that may lead to and/or include commercialization with a third party.

d. "Service" or "Services" refers to METAOCEAN's products, software, services, apps (including, but not limited to, reports), kits, and mobile and web-based website (including, but not limited to, text, graphics, images, and other material and information) as accessed from time to time by the user, regardless if the use is in connection with an account or not.

e. "Apps" refer to applications and reports developed by METAOCEAN or third parties that are made available through METAOCEAN's Marketplace. Some of these Apps are created directly by METAOCEAN, and some are created by other developers and hosted on METAOCEAN's Site (collectively "Hosted Apps").

f. "Kits" refer to whole genome METAOCEAN kits and whole genome METAOCEAN kit bundles available through METAOCEAN. METAOCEAN is not a laboratory, and the laboratory processing of each Kit is performed by an independent, third-party genome METAOCEAN laboratory.

g. "Personal Information" is information that can be used to identify you, either alone or in combination with other information. METAOCEAN collects and stores the following types of Personal Information:

i. "Registration Information" is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).

ii. "Genetic Information" is information collected by METAOCEAN to make up the DNA code of your genes. When you provide your cheek swab to METAOCEAN, METAOCEAN isolates DNA from that sample and performs a genomic analysis, resulting in your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome) and presented in a file containing "Genetic Data."

iii. "Self-Reported Information" is the information you provide to us, either through the Services or through a third party, including disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your METAOCEAN account or that you authorize a third party to provide to METAOCEAN.

iv. "De-identified Information" relates to information that has been stripped of your Registration Information (e.g., your name and contact information) and other identifying data such that you cannot reasonably be identified as an individual. This is also known as pseudonymized information.

v. "User Content" refers to all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials (other than Genetic Information and Self-Reported Information) generated by users of the Services and transmitted, whether publicly or privately, to or through METAOCEAN.

vi. "Web Behavior Information" is information on how you use the METAOCEAN website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

h. "Aggregated Genetic and Self-Reported Information" is Genetic and Self-Reported Information that has been combined with that of other users and analyzed or evaluated as a whole, such that no specific individual may be reasonably identified.

2. Acceptance of Terms

Your use of the Services (excluding any services provided by METAOCCEAN under a separate agreement) is subject to the terms of the legal agreement between you and METAOCCEAN set forth in these Terms of Service ("TOS").

Except as specified herein, these TOS apply to any use of the Services, including, but not limited to, a) uploading a digital version of your Genetic Information and interacting with it on the METAOCCEAN website, b) submitting a cheek swab or other sample provided for the purposes of genome METAOCCEAN, and/or c) creating and using a free METAOCCEAN account without providing your Genetic Information.

In order to use the Services, you must first agree to the TOS. You may not use the Services if you do not accept the TOS. You can accept the TOS by (1) clicking to accept or agree to the TOS, where this option is made available to you by METAOCCEAN for any Service; or by (2) using any of our Services. In this case, you acknowledge and agree that METAOCCEAN will treat your use of the Services as acceptance of the TOS from that point onwards. In addition, when using particular Services, you shall be subject to any guidelines or rules applicable to such Services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. METAOCCEAN also may offer other services from time to time that are governed by different terms of service.

3. Prerequisites

If your use of the Services includes creating a METAOCCEAN account, without providing Genetic Information data, you must be thirteen (13) years of age or older to use the Services and accept the TOS, and for those under eighteen (18) years of age, only with your parent or guardian's permission. Children under 13 years old are not permitted to use any services on this Site. If METAOCCEAN becomes aware that it has unknowingly collected any personal data from children under 13 years old, it will take commercially reasonable efforts to delete such data from its system.

4. Description of the Services

a. The Services include access to the METAOCCEAN public website, Apps, Kits, and Services. Unless explicitly stated otherwise, each new feature that augments or enhances the current Service shall be

subject to the TOS. You acknowledge and agree that the Services are provided "AS-IS" and are based on the current state of the art of genetic research and technology in use by METAOCEAN at the time of the purchase, viewing or other use. As research progresses and scientific knowledge and technology evolve, METAOCEAN is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which METAOCEAN provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that METAOCEAN may stop (permanently or temporarily) providing some Services (or any features within the Services) to you or to users generally at METAOCEAN's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform METAOCEAN when you stop using the Services. METAOCEAN assumes no responsibility for the use of Services outside the terms of this TOS or other applicable terms.

b. In order to use the Services, you must obtain Internet access, either directly or through devices that access web-based content, and pay any service fees associated with such access. You are solely responsible for paying such fees. In addition, you are solely responsible for providing all equipment necessary to make such Internet connection, including a computer and modem or other access device.

c. METAOCEAN offers storage of files containing Genetic Information, which generally includes free storage regardless of file size or total files stored; however, METAOCEAN reserves the right in the future to impose limits regarding the size of such storage accounts, the size of files that are allowed to be stored, and the timeframe that files are allowed to be stored. You agree and acknowledge that METAOCEAN has the right to monitor file uploads to your METAOCEAN account. You agree to only upload files to Site that consist of files containing Genetic Data or for use in the processing of Genetic Data. You agree and acknowledge that METAOCEAN is not a general data storage company, and shall not be responsible for the storage of files not containing Genetic Information or for use in the processing of Genetic Data. METAOCEAN reserves the right, and you agree and acknowledge that METAOCEAN has the right, to purge any data from the Site and from your METAOCEAN account including but not limited to files containing Genetic Information of people unrelated to you as well as files that do not include Genetic Information as well as files that METAOCEAN determines at any time are incompatible with our Services. METAOCEAN cannot guarantee the integrity of any file uploaded to Site, and recommends that you maintain backups of your files.

d. METAOCEAN offers the ability to download files containing Genetic Information that have been uploaded to and stored within your METAOCEAN account, as well as Genetic Information files generated and added to your account as part of a METAOCEAN Kit. You agree and acknowledge that METAOCEAN has the right to monitor file downloads from your account. While METAOCEAN strives to ensure the integrity of downloaded files, it cannot guarantee this, and you are encouraged to maintain backups of your files. Downloading of files stored in a METAOCEAN account is subject to the following limitations based on the Genome Plan associated with those files: for genomes on the Free Genome Plan, each file can be downloaded once every 180 calendar days; for genomes on the Plus Genome Plan, each file can be downloaded once every 90 calendar days; for genomes on the Premium Genome Plan, each file can be downloaded once every 60 calendar days; and for genomes on the Professional Genome Plan, each file can be downloaded once every 30 calendar days. Files in the Incompatible Files folder are considered part of a Free Genome Plan. METAOCEAN reserves the right to modify these download limits in the future.

5. Limitations, Risks, and Considerations Regarding METAOCCEAN Services

Our genes play an influential role in our lives, and METAOCCEAN believes in the importance of giving you access to your Genetic Information, which can help inform your own self-discovery about your traits. However, in considering a purchase to any Services or by uploading your Genetic Information to the service, you should be aware of limitations, risks, and considerations regarding our services. These include the following:

Genetics is a constantly evolving field of study. Current Apps and Services provided by METAOCCEAN are informed by current knowledge of genetics, which is forever changing and based on scientific study, usually informed by a specific population. These products may have an interpretation that is subject to change in the future with new discoveries and may not be based on your ethnicity or genetic background. An important mission of METAOCCEAN is to conduct and contribute to this research.

Every genome is different. Each person, too, is different and their genetic variations may be unique to them or perhaps are still yet to be discovered thoroughly through medical and scientific literature. Consequently, our Services may reveal variations that cannot be fully interpreted or understood.

Genetics are not necessarily indicative of your future. There are only a few cases where a single gene or gene variation can completely predict any one trait. Most traits are influenced by both genetic (nature) and non-genetic (nurture) factors, which means that most genes are responsible for a small fraction of any genetic risk. You can Outsmart Your Genes, as environment and chance can impact the development of a trait. Traits are often influenced by a multitude of genes or genetic variations, which means that one single genetic variation may not manifest in the development of the trait. Additionally, current interpretations of Genetic Information can tell you if you have a probability, likelihood, or risk toward a trait, but there are no guarantees or true predictors about the trait being developed. Conversely, a trait may be developed even if you do not have the genetic variation.

Once you obtain your Genetic Information, the knowledge is irreversible, and you may discover information that causes you distress. You should not assume that any information provided will be expected, welcome, or positive, now or in the future as genetic research advances. This knowledge may significantly alter your worldview, which may have social, economic, or legal implications (e.g. your biological father is not who you expected; your ethnicity was not how you identified, your ethnicity makes you prone to developing an unwanted trait). METAOCCEAN allows you to purchase Apps of your choice to allow you to glean insights on your current Genetic Information. You are responsible for considering the potential ramifications this

knowledge may have on you or your relatives due to related implications of sharing DNA before activating an App.

You should also understand that as research advances, in order for you to assess the meaning of your DNA in the context of such advances, you may need to obtain further services from METAOCEAN, your physician, a genetic counselor, or other health care provider.

We recommend consulting with a genetic counselor or health professional with special training in genetic conditions, prior to collecting your sample for testing, so you can make an informed decision about whether testing is right for you. A genetic counselor or knowledgeable health professional also can help you understand your results and options.

It's normal to be nervous about your genetic health results. If you feel very anxious, you should speak to your physician, a genetic counselor, or psychologist prior to collecting your sample for testing.

There are rare issues with data processing with the laboratories that we use that you should be aware of. METAOCEAN is not a laboratory, nor does it perform genetic testing. METAOCEAN has no control over the validity or accuracy of your genetic testing and the related genetic data files that the laboratory produces. As this possibility is known in advance, users are not entitled to refunds when invalid or inaccurate genetic testing results occur.

Furthermore, if you have received a bone marrow or stem cell transplant prior to having your Genetic Information analyzed, the results may provide unexpected results because your saliva may contain cells with your DNA as well as cells with your donor's DNA.

Genetic Information you share with others may affect your privacy and could be used against your interests. You should be careful about sharing your Genetic Information with others. Genetic Information that you choose to share with your health professional may become part of your medical record, which might make this data accessible to other health professionals and possibly health insurance providers in the future. Even if Genetic Information you share has no or limited meaning today, that information could have greater meaning in the future as new discoveries are made.

Currently, very few businesses or insurance companies request genetic information, but this could change in the future. While the Genetic Information Nondiscrimination Act ("GINA") was signed into law in the United States in 2008, its protection against discrimination by employers and health insurance companies for employment and coverage issues, respectively, has not been clearly established. In addition, GINA does

not cover life, long-term care, or disability insurance providers. Some, but not all, states and other jurisdictions have laws that further protect individuals with regard to their Genetic Information. You should consult a lawyer to understand the extent of legal protection of your Genetic Information before you share it with anybody. Note that if you are asked by an insurance company whether you have learned Genetic Information about health conditions and you do not disclose this to them, this may be considered as fraud.

Your data can be used to inform further discoveries. METAOCEAN allows you to designate one or more of your Genetic Data files as an "Altruist File." All Genetic Data in a designated Altruist File is deidentified and made available to other Users as part of METAOCEAN's "Altruist Database." Your Genetic Data will never be shared with anyone or added to the Altruist Database unless you specifically provide permission for such sharing. Please note that any Genetic Data shared prior to your decision to unshare your Genetic Data cannot be undone; however, following your decision to unshare your Genetic Data, no further Users or other persons will be allowed to view your Genetic Data.

Your Genetic Information provided is for research, informational, and educational use only, and is not a substitute for professional medical advice. This means two things. First, 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. Second, in order to expand and accelerate the understanding and practical application of genetic knowledge in health care, we invite all genotyped users to participate in METAOCEAN Research. Participation in such research is voluntary and based upon an IRB-approved consent document. You should always seek the advice of your physician or other health care provider with any questions you may have regarding diagnosis, cure, treatment, mitigation, or prevention of any disease or other medical condition or impairment or the status of your health.

METAOCEAN does not endorse, warranty or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on our website. If we provide to you on our website any recommendations that identify for you, based on your Genetic Information and Self-Reported Information and scientific literature or research, potentially actionable information, this information is intended for informational purposes only and for discussion with your physician or other healthcare provider. As explained on our website, METAOCEAN believes that (a) genetics is only part of the picture of any individual's state of being, (b) the state of the understanding of Genetic Information is rapidly evolving and at any given time we only comprehend part of the picture of the role of genetics, and (c) only a physician or other health care provider can assess your current state of health or disease, taking into account many factors, including in some cases your genetics as well as your current symptoms, if any. Reliance on any information provided by METAOCEAN, METAOCEAN employees, others appearing on our website at the invitation of METAOCEAN, or other visitors to our website is solely at your own risk.

6. User Representations

a. By accessing METAOCCEAN Services, you agree to, acknowledge, and represent as follows:

i. You understand that information you learn from METAOCCEAN is not designed to independently diagnose, prevent, or treat any condition or disease or to ascertain the state of your health in the absence of medical and clinical information. You understand that the METAOCCEAN Services are intended for research, informational, and educational purposes only, and that while METAOCCEAN information might point to a diagnosis or to a possible treatment, it should always be confirmed and supplemented by additional medical and clinical testing and information. You acknowledge that METAOCCEAN urges you to seek the advice of your physician or other health care provider if you have questions or concerns arising from your Genetic Information.

ii. You represent that you are eighteen (18) years of age or older if you are accessing Genetic Information.

iii. You are guaranteeing that any Genetic Information data you provide is your Genetic Information. If you are agreeing to these TOS on behalf of another person, you are confirming that the Genetic Information data provided will be the Genetic Information data of that person and that they have given you legal authorization to submit their data on their behalf.

iv. If you are a customer outside the U.S. providing Genetic Information data, you confirm that this act is not subject to any export ban or restriction in the country in which you reside.

v. You agree that any Genetic Information data you provide and all resulting data may be transferred and/or processed outside the country in which you reside.

vi. You are warranting that you are not an insurance company or an employer attempting to obtain information about an insured person or an employee.

vii. You are aware that some of the information you receive may result in unexpected outcomes that can provoke strong emotions.

viii. You take responsibility for all possible consequences resulting from your sharing with others access to your Genetic Information and/or your Self-Reported Information.

ix. You understand that all your Personal Information will be stored in METAOCEAN databases and will be processed in accordance with the METAOCEAN Privacy Policy.

b. Waiver of Property Rights: You understand that by uploading any Genetic Information data, having your Genetic Information processed, accessing your Genetic Information, sharing your Genetic Information data, including Altruist Genetic Data, or providing Self-Reported Information, you acquire no rights in any research or commercial products that may be developed by METAOCEAN or its collaborators. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Genetic Information or Self-Reported Information. When your Genetic Information data is designated as Altruist Data, you hereby grant to METAOCEAN a non-exclusive, fully-paid up, worldwide, non-transferable right and license to use and create derivative works of the Altruist Data solely in connection with: (i) the provision of METAOCEAN Services and (ii) the creation of De-Identified Data for METAOCEAN's research-related purposes. The foregoing license includes the right of METAOCEAN to permit its subcontractors to exercise any of the rights granted to METAOCEAN under such license, solely for the purpose of providing services to METAOCEAN and provided that METAOCEAN will be responsible for any breaches of such license by any such subcontractors.

c. You agree that your placement of an order for a Kit, including but not limited to Kit Bundles, constitutes your acceptance of the Kit Order Terms and Conditions of ordering those products and related services.

d. You agree that your placement of an order for a paid Genome Plan Membership (Plus, Premium, Professional) to METAOCEAN constitutes your acceptance of the Genome Plan Terms.

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

7. Account Creation, Customer Account, Password, and Security Obligations

a. In consideration of your use of the Services, you agree to: (a) provide true, accurate, current, and complete Registration Information about yourself as prompted by the Service; and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any Registration Information that is untrue, inaccurate, not current, or incomplete, or if METAOCCEAN has a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, METAOCCEAN has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

b. After you have purchased a Service, you will create a username and password. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your METAOCCEAN account. If you allow third parties to access METAOCCEAN's website through your username and password, you will defend and indemnify METAOCCEAN and its affiliates against any liability, costs, or damages, including attorney fees, arising out of claims or suits by such third parties based upon or relating to such access and use. You agree to (a) immediately notify METAOCCEAN of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you sign out from your account at the end of each session. METAOCCEAN cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

8. One Genome Technology and Digital Genomes

Every METAOCCEAN.com account includes One Genome Technology that automatically generates digital genomes in your account. Digital genomes make it easy to use your DNA data. Instead of dealing with multiple files from different DNA tests and different types of genetic variants, One Genome technology combines the highest quality data from each file into a single digital genome. This digital genome can then be used with the DNA analysis apps and reports available at METAOCCEAN.com.

When a DNA data file is stored in your METAOCCEAN account, the DNA data file will be processed by our system to confirm that it contains raw DNA data that's compatible with our DNA analysis apps and reports. DNA data that is determined to be compatible will then be processed by METAOCCEAN's proprietary One Genome Technology. This processing is automated, confidential, and protected by our policies. If you do not want not your DNA data file processed by our system, including but not limited to being processed by One Genome Technology, do not upload your DNA data into your METAOCCEAN account and do not order our whole genome METAOCCEAN service or our Ultimate DNA Test.

One Genome Technology will automatically perform alignment and calling when paired FASTQ files from whole genome METAOCCEAN (WGS) or whole exome METAOCCEAN (WES) are uploaded or imported to your METAOCCEAN account and will automatically perform calling when a BAM, SAM, and/or CRAM file from WGS

or WES is uploaded or imported to your METAOCCEAN account. While the raw data files may contain data on Short Tandem Repeat (STR) variants and variants in low complexity regions (LCRs) such as homopolymers (HPs), these types of variants will likely not be called or may appear as no-calls because algorithms for accurately calling these types of variants from WGS and WES data are still in development. One Genome Technology will also automatically process other compatible file types that you upload or import into your METAOCCEAN account including compatible VCFs, TXT, and CSV files.

One Genome Technology also automatically compares the DNA data in a file stored in your account with the DNA data in all other files in your account in-order to detect whether the data in each file is from the same person or a different person. Only files within the same account are compared as part of One Genome Technology. If two or more files contain DNA data from the same person, the highest quality data from those files will be combined into a single digital genome. If the file contains DNA data from a person that doesn't have any other data stored in your account, a new digital genome will be automatically created and added to your account. If the DNA data in a file is determined to be from the same person as the data in a digital genome that already exists in your account, the data for that file will be added to that existing digital genome.

Each digital genome has a Genome Plan. The Free Genome Plan is free to maintain while the paid Genome Plans (Plus, Premium, and Professional) offer unique benefits. Please read the Genome Plan Terms for complete information about Genome Plans.

You may permanently delete your digital genomes at any time by signing into your METAOCCEAN account and going to your All Genomes page.

9. METAOCCEAN Privacy Policy and Disclosure of Information

a. In order to use the Services, you must first acknowledge and agree to the Privacy Policy, including the Privacy Statement. You may not use the Services if you do not accept the Privacy Policy and Privacy Statement. You can acknowledge and agree to the Privacy Statement by (1) clicking to "accept" or "agree" to the Privacy Statement, where this option is made available to you by METAOCCEAN for any Service; or by (2) actually using the Services.

b. You acknowledge and agree that METAOCCEAN has the right to monitor any use of its systems by its personnel at any time and maintain copies documenting such monitoring. Our Privacy Policy sets forth the only expectations of privacy any individual should have in terms of usage of the METAOCCEAN Services,

website, or other systems. If you have given consent for your Genetic Information and Self-Reported Information to be used in METAOCEAN Research as described in the applicable Consent Document, we may disclose your information to third parties as described in the applicable Consent Document. METAOCEAN Research may be sponsored by, conducted on behalf of, or in collaboration with third parties, such as non-profit foundations, academic institutions or pharmaceutical companies. METAOCEAN Research may study a specific group or population; identify potential areas or targets for therapeutics development; conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions; work with public, private and/or non-profit entities on genetic research initiatives; or otherwise create, commercialize, and apply this new knowledge to improve health care. METAOCEAN will never release your individual-level Genetic Information and/or Self-Reported Information to any third party without asking for and receiving your explicit consent to do so, unless required by law.

c. Further, you acknowledge and agree that METAOCEAN is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process (such as a judicial proceeding, court order, or government inquiry) or obligations that METAOCEAN may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the METAOCEAN TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of METAOCEAN, its employees, its users, its clients, and the public. In such an event, we will notify you through the contact information you have provided to us in advance, unless doing so would violate the law or a court order. You understand that the technical processing and transmission of the Services, including your Personal Information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Finally, METAOCEAN may, in its sole discretion, restrict access to the website for any reason.

d. Please refer to our Privacy Policy to read about data protection related to your information.

10. Use of Artificial Intelligence (AI)

If you are interested in using our Artificial Intelligence (AI) features, please review our AI Use Policy. You must agree to our AI Use Policy prior to using our AI features.

11. Limited License

a. You acknowledge that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such User Content originated. This means that you, and not METAOCEAN, are entirely responsible for all User Content that you upload, post, email, or otherwise transmit via the Service.

b. You acknowledge that the Services content presented to you as part of the Services, whether original METAOCEAN Services content or sponsored content within the Services, is protected by copyright and/or other intellectual property rights that are owned by METAOCEAN and/or the sponsors who provide that content to METAOCEAN (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Services content (either in whole or in part) unless you have been specifically told that you may do so by METAOCEAN or by the owners of that content, in a separate agreement.

12. Customer Conduct - Unlawful and Prohibited Use

a. As a condition of your use of the Services, you warrant to METAOCEAN 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. You may not use the Services outside of the country to which your Genetic Information data was submitted. Furthermore, you agree not to 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 METAOCEAN, 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 METAOCEAN 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, or other means or processes to access, "scrape," "crawl," or "spider" any web pages or other services contained in the site, unless explicitly permitted by METAOCCEAN; (14) engage in "framing," "mirroring," or otherwise simulating the appearance or function of METAOCCEAN's website; (15) attempt to or actually override any security component of METAOCCEAN 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 of Service, 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 METAOCCEAN; or (18) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law.

b. You acknowledge and agree that you are solely responsible for (and that METAOCCEAN has no responsibility to you or to any third party for) any breach of your obligations under the TOS and for the consequences (including any loss or damage which METAOCCEAN may suffer) of any such breach. In case of breach of any one of these agreements, METAOCCEAN has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify METAOCCEAN and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

c. If you violate the terms of this Section and/or METAOCCEAN has a reasonable ground to suspect that you have violated the terms of this Section, METAOCCEAN has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

13. 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.

14. Material Posted Through The Service

a. METAOCEAN will not, at all times, control any of the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such non-METAOCEAN content. You understand that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will METAOCEAN be liable in any way for any non-METAOCEAN content, including, but not limited to, any errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use of any such content posted, emailed, or otherwise transmitted via the Services.

b. You acknowledge that METAOCEAN and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, review, filter, modify, refuse, or move any content that is available via the Services. Without limiting the foregoing, METAOCEAN and its designees shall have the right to remove any content that violates the TOS or is deemed by METAOCEAN, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

15. Material Provided to METAOCEAN - Your Proprietary Rights

a. User Content. METAOCEAN does not claim ownership of the User Content you provide to METAOCEAN (including feedback and suggestions) or post, upload, input, or submit to the Service. 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. However, by submitting, posting, or displaying User Content, you give METAOCEAN, its affiliated companies, sublicensees (including, but not limited to, sublicensees who avail themselves of the Limited License granted in Section 13 above) and successors and assigns a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, 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. You acknowledge and agree that this license includes a right for METAOCEAN to make such User Content available to other companies, organizations, or individuals with whom METAOCEAN has relationships, and to use such User Content in connection with the provision of those services.

b. You understand that METAOCEAN, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting it to networks, devices, services, or media. You acknowledge and

agree that this license shall permit METAOCCEAN to take these actions. You represent and warrant to METAOCCEAN that you have all the rights, power, and authority necessary to grant the above license.

c. Genetic and/or Self-Reported Information. Disclosure of individual-level Genetic Information and/or Self-Reported Information to third parties for Research purposes will not occur without explicit consent. Note that METAOCCEAN cannot control any further distribution of Genetic and/or Self-Reported Information that you share publicly on the METAOCCEAN website. You acknowledge and agree that you are responsible for protecting and enforcing your rights and that METAOCCEAN has no obligation to do so on your behalf. You understand that you should not expect any financial benefit from METAOCCEAN as a result of having your Genetic Information processed; made available to you; or, as provided in our Privacy Policy and these TOS, shared with or included in Aggregated Genetic and Self-Reported Information shared with any research collaborator.

d. Waiver of Property Rights. As stated above, you understand that by providing any sample, having your Genetic Information processed, accessing your Genetic Information, or providing Self-Reported Information, you acquire no rights in any research or commercial products that may be developed by METAOCCEAN or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Genetic Information or Self-Reported Information.

16. Indemnity

a. You agree to defend and hold METAOCCEAN, 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 TOS; or your violation of any rights of another.

b. If you have submitted your own Genetic Information, you will defend and hold harmless METAOCCEAN, its employees, contractors, successors, and assigns from any liability arising out of the use or disclosure of any information obtained analyzing your Genetic 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 Genetic and/or Self-Reported 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 METAOCCEAN, its employees, contractors, successors, and assigns from any and all liability arising from such disclosure or use of your Genetic and/or Self-Reported Information.

17. No Resale of Service

Other than pursuant to the terms of the Limited License in Section 13 of this TOS or unless otherwise agreed in a separate agreement between you and METAOCCEAN, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Service, use of the Service, or access to the Service.

18. Miscellaneous

a. Entire Agreement. The TOS constitute the entire agreement between you and METAOCCEAN and govern your use of the Services, superseding any prior agreements between you and METAOCCEAN on this subject. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

b. Waiver. The failure of METAOCCEAN to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

c. Admissibility of printed version. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

d. Section titles. The section titles in the TOS are for convenience only and have no legal or contractual effect.

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

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