

# DNA Test

## Participant Questionnaire, Authorization and Agreement

KIT ID: \_\_\_\_\_

Weight Loss  Healthy Aging

Full Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

Primary Heritage: Caucasian \_\_\_\_\_ African \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_

Health Questions	Responses
What is your height?	_____ Feet _____ Inches
What is your current weight?	_____ Pounds
Have you ever had bariatric surgery, lap band or stomach stapling?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How many hours per day do you sleep, on average?	_____ Hours
How many glasses of beer or wine do you have each week, on average?	_____ Glasses
How many ounces of hard liquor do you have each week, on average?	_____ Ounces
Do you currently smoke tobacco?	<input type="checkbox"/> No, I have never smoked <input type="checkbox"/> No, I quit smoking <input type="checkbox"/> Yes, I currently smoke
How many hours do you usually spend sitting or reclining on a typical day (including sitting/reclining at work, home, traveling in a car/bus/train, watching TV, reading, using computer, etc. but not including sleeping)?	_____ Hours
How many minutes per day is your skin exposed to the sun, on average?	_____ Minutes
How many servings of vegetables (excluding fried vegetables like French fries) do you eat each day, on average? Examples of 1 serving of vegetables include 1 cup of baby carrots, 2 cups of leafy greens or 1 large tomato.	_____ Servings
How many servings of fruits do you eat each day, on average? Examples of 1 serving of fruit include 1 small apple, 1 large banana or 1 cup of grapes.	_____ Servings
With how many meals per day do you consume animal foods (meat, fish, chicken/turkey, bacon, sausage, dairy milk, dairy cheese, dairy yogurt, dairy ice cream, butter, cream, etc.)?	_____ Meals
How many servings of processed carbs do you eat each day, on average? Examples of 1 serving of processed carbs include 1 slice of bread, 1/2 cup white rice, 5-8 crackers, 1/2 cup pasta.	_____ Servings
Do you obtain at least 150 minutes per week of moderate intensity exercise, or 75 minutes or more per week of vigorous exercise? Moderate intensity is equivalent to a brisk walk or bike ride, whereas vigorous is a jog or sprint.	<input type="checkbox"/> Yes <input type="checkbox"/> No
How many days per week do you perform strength training exercises (weight lifting, push-ups, pull-ups, etc.)?	<input type="checkbox"/> 0 days <input type="checkbox"/> 1-3 days <input type="checkbox"/> 4 days or more
How many days per week do you perform endurance training (sustained physical activity for 1 hour or more)?	<input type="checkbox"/> 0 days <input type="checkbox"/> 1-3 days <input type="checkbox"/> 4 days or more
Are you currently being treated for, or are you aware of having any thyroid problems?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you had any surgery that limits your ability to exercise?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any chronic digestive issues such as reflux, IBS, Crohn's disease, celiac disease, constipation, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a bowel movement at least once per day?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever had back surgery?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you regularly experience back pain?	<input type="checkbox"/> Yes <input type="checkbox"/> No
To what extent do you agree with this statement: "On most days, I feel healthy and fit."	<input type="checkbox"/> Completely Disagree <input type="checkbox"/> Somewhat Disagree <input type="checkbox"/> Neutral <input type="checkbox"/> Somewhat Agree <input type="checkbox"/> Completely Agree

<p>To what extent do you agree with this statement: "On most days, I am happy with my energy level."</p>	<input type="checkbox"/> Completely Disagree <input type="checkbox"/> Somewhat Disagree <input type="checkbox"/> Neutral <input type="checkbox"/> Somewhat Agree <input type="checkbox"/> Completely Agree
<p>To what extent do you agree with this statement: "On most days, I feel rested when I get out of bed in the morning."</p>	<input type="checkbox"/> Completely Disagree <input type="checkbox"/> Somewhat Disagree <input type="checkbox"/> Neutral <input type="checkbox"/> Somewhat Agree <input type="checkbox"/> Completely Agree

### Participant Authorization and Agreement

#### 1. Acceptance of Terms

Your healthcare/wellness provider’s (“Provider”) recommendation that you use Genetic Direction’s Products (“Products”) is subject to the terms of this Agreement between you, Genetic Direction and your Provider. Your use of the Products as recommended by your Provider includes, but is not limited to a) submitting a saliva sample (“Sample”) for DNA extraction and processing, b) uploading a digital version of your Genetic Information, and c) interacting with it, on the Genetic Direction website.

#### 2. Description of the Products

The Products may include access to the Genetic Direction website and personal genotyping products, including the collection and analysis of your Sample. You acknowledge and agree that the Products are provided “AS IS” and are based on the current state of the art of genetic research and technology in use by Genetic Direction and as recommended by your Provider at the time of the purchase or viewing. Provider will supply you with a saliva sample collection kit with an address label for shipment of the kit to the lab. At the lab, genomic DNA will be isolated and a portion used for genotyping (the “Test”). The Sample will be destroyed within 45 calendar days of data delivery. Based upon your DNA, the online health survey and the DNA test results from our chosen list of genes, proprietary interpretation algorithms will be used to develop a recommended solution protocol relevant to the health management program recommended by Provider. These recommendations will be available online through the Genetic Direction client portal and/or delivered by Provider through a customized, full-color personal report detailing your DNA test results, interpretation of those results, and tailored recommendations for the relevant health management program. Some of these recommendations may involve vitamins and/or nutritional products. Such recommendations are provided for informational purposes only and have not been evaluated or approved by the FDA. Vitamins and nutritional supplements are not intended to diagnose, treat, cure, or prevent any disease or illness.

#### 3. Risks and Considerations Regarding Genetic Direction Products

Although based on scientific research, Products and results provided by Genetic Direction and Provider in any format, (including genetic findings and probabilities) shall not be relied upon by you or any other person to diagnose, treat or prevent any disease or health condition. You should consult with a physician or other appropriate health care professional regarding the diagnosis, treatment and prevention of any disease or health condition. No patient/physician relationship between you and Genetic Direction is created through your use of the Products.

**The laboratory may not be able to process your Sample, and the laboratory process may result in errors.** The laboratory may not be able to process your Sample if your saliva does not contain a sufficient volume of DNA, you do not provide enough saliva, or the results from processing do not meet our standards for accuracy. If the initial processing fails for any of these reasons, Genetic Direction will reprocess the same Sample at no charge to you.

**Genetic Direction Products are for informational and educational use only. They do not provide medical advice.** The Genetic Information provided by Genetic Direction for its wellness solution protocols are not meant to provide any medical advice. Consult your physician if you have any medical concerns.

#### 4. User Representations and Prerequisites

By accessing Genetic Direction Products, you represent the following:

- A. You give permission to Genetic Direction, its affiliates, contractors, successors and assignees to perform genotyping Products on the DNA extracted from your Sample and you specifically request Genetic Direction to disclose the results of analyses performed on your DNA to you and Provider.
- B. You are eighteen (18) years of age or older.
- C. Any sample you provide contains only your saliva and not that of someone else.
- D. You are not an insurance company or an employer attempting to obtain information about an insured person or an employee.
- E. You understand that all your Personal Information will be stored in Genetic Direction databases and will be processed in accordance with the Genetic Direction Privacy Policy.
- F. You understand that by providing a Sample, having your Genetic Information processed, accessing your Genetic Information, or providing Self-Reported Information, you acquire no rights in any intellectual property, research or commercial products that may be developed by Genetic Direction or its collaborating partners or contractors. You specifically understand and acknowledge that you will not receive compensation for any research or commercial products that include or result from your Sample, Genetic Information or Self-Reported Information.
- G. You have the authority, under the laws of the state or jurisdiction in which you reside, to provide these representations. In case of a breach of any one or more of these representations, Genetic Direction has the right to suspend or terminate your account and refuse any and all current or future use of the Products (or any portion thereof) to you and you will defend and indemnify Genetic Direction and its affiliates against any liability, costs, or damages arising directly out of your breach of these representations.

#### 5. Genetic Direction's Proprietary Rights

You acknowledge and agree that Genetic Direction (or Genetic Direction's licensors, as applicable) own all legal right, title, and interest in and to the Products, any Sample, intellectual property rights (including but not limited to patents) which subsist in the Products or Sample (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Products may contain information which is designated confidential by Genetic Direction and that you shall not disclose such information without Genetic Direction's prior written consent.

Genetic Direction LLC, Genetic Direction, and other Genetic Direction logos and product and service names are trademarks of Genetic Direction and these marks together with any other Genetic Direction trade names, service marks, logos, domain names, and other distinctive brand features are the "Genetic Direction Brand". You agree not to display, or use in any manner, any Genetic Direction Brand.

#### 6. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE PRODUCTS ARE AT YOUR RISK. THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GENETIC DIRECTION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) GENETIC DIRECTION MAKES NO WARRANTY THAT (a) THE PRODUCTS WILL MEET YOUR REQUIREMENTS; (b) THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, PRODUCTS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS WILL MEET YOUR EXPECTATIONS OR (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS UNLESS GENETIC DIRECTION IS NEGLIGENT IN ITS MAINTENANCE OF THE MATERIAL AND SHOULD HAVE OTHERWISE REASONABLY KNOWN THE MATERIAL WAS CORRUPT OR CONTAINED A VIRUS. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GENETIC DIRECTION OR THROUGH OR FROM THE PRODUCTS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE. (5) GENETIC DIRECTION DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE PRODUCTS AND, THEREFORE, GENETIC DIRECTION SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE, TRANSMISSION TO THIRD PARTIES OR PARTICIPATION IN THE PRODUCTS UNLESS OTHERWISE SPECIFIED IN THIS DOCUMENT.

### 7. Limitation of Liability

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

### 8. Privacy Policy

Our Privacy Policy is designed to help you better understand how we collect, use, store, process, and transfer your Personal Information when operating our computer systems, website, mobile apps, software and other Products (collectively “Services”). The following are our core privacy principles:

- A. We collect and handle information, including Personal Information, (i) to provide, analyze and improve our Products, (ii) as we reasonably believe is permitted by laws and regulations, such as for marketing and advertising purposes, and (iii) as reasonably necessary to comply with laws and regulations, and to protect the security and safety of our company, employees, customers and others.
- B. We will not sell, lease, or rent your individually identifiable information (i.e., information about a single individual’s genotypes or other traits/characteristics) to any third party or to a third party for research purposes without your consent.
- C. We understand and respect the sensitive nature of the information you may provide to us, including information about your genetic characteristics, health survey, etc. To that end, we strive to be transparent in our collection, use and disclosure of this information and to ask for your consent to share such sensitive information with our third party laboratory. Please see below to learn more about our sharing and consent practices.

#### What information we collect:

##### A. Information you provide directly to us

- **Registration Information.** When you register an account with us or purchase our Products, we collect personal information, such as your name, date of birth and contact information such as your email and phone number.
- **Self-Reported Information.** We ask you to provide us with additional information about yourself through our health survey.
- **Testimonials.** We may ask that customers post customer testimonials either on our website or in other online or offline formats. Customer testimonials may contain personal information and it is our policy to request consent from customers in advance of using testimonials. If you wish to update or delete your testimonial, you can contact us at [privacy@geneticdirection.com](mailto:privacy@geneticdirection.com).
- **Customer service.** When you contact our Customer Service or correspond with us about our Service, we collect information to: track and respond to your inquiry; investigate any breach of our Privacy Statement or applicable laws or regulations; and analyze and improve our Products.

##### B. Information related to our genetic testing Products

- **Swab sample storage.** To use our genetic testing Products, you or your Provider must purchase a Genetic Direction swab kit, register an online account, and ship your swab sample to our third-party laboratory. Once received, your saliva sample will be identified by its unique barcode. The barcode label identifies you to us but not to our third-party laboratory. Unless you choose to store your sample with Genetic Direction your saliva samples and DNA are destroyed within 45 calendar days after the laboratory completes its work, unless the laboratory’s legal and regulatory requirements require it to maintain physical samples.

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- **Genetic Information.** Genetic Information refers to features of your DNA that distinguish you from other people (e.g. the As, Ts, Cs, and Gs at particular locations in your genome) and is generated when we analyze and process your saliva sample. Genetic Information includes the results information reported to you and your Provider.

**Authorization.** You authorize and acknowledge that Genetic Direction and/or your Provider will do the following:

**A. How we use and share information.** Genetic Direction will use and share your personal information with third parties only in the ways that are described in this Privacy Policy.

**B. Using information to provide, analyze and improve our Products.** We use the information described above to operate, provide, analyze and improve our Products. These activities may include, among other things, using your information in a manner consistent with other commitments in this Privacy Policy, to:

- open your account, enable purchases and process payments, communicate with you, and implement your requests;
- conduct analytics to improve and enhance our Products;
- offer new products or Products to you, including through emails, promotions or contests;
- conduct surveys or polls, and obtain testimonials;
- process and deliver your genetic testing results and solution recommendations;
- perform research & development activities, which may include, for example, conducting data analysis and research in order to develop new or improve existing products and services, and performing quality control activities.

**C. Information we share with third parties:**

- General service providers. We share the swab with your saliva with our third-party laboratory to process and analyze your saliva sample for purposes of generating your Genetic Information. NOTE: Our service providers act on Genetic Direction's behalf. While we implement procedures and contractual terms to protect the confidentiality and security of your information, we cannot guarantee the confidentiality and security of your information due to the inherent risks associated with storing and transmitting data electronically.
- Aggregate information. We may share aggregate information with third parties, which is any information that has been stripped of your Registration Information (e.g., your name and contact information) and aggregated with information of others so that you cannot reasonably be identified as an individual ("Aggregate Information"). This Aggregate Information is different from "individual-level" information. Individual-level Genetic Information or health survey information consists of data about a single individual's genotypes or other traits/characteristics information. We do not share such individual-level information with any third parties without your consent.
- Genetic Direction does not share Genetic Information with employers or health insurance providers. You are protected under the Genetic Information Nondiscrimination Act (GINA) of 2008.
- Genetic Direction will ask for your consent/authorization to share individual-level Genetic Information with any third party, other than our lab provider or your Provider, as necessary for us to provide the Products to you.

**D. Disclosures required by law**

Under certain circumstances your information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities. Genetic Direction will preserve and disclose any and all 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 or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that Genetic Direction may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the Genetic Direction and other policies; (c) respond to claims that any content violates the rights of third parties; (d) protect the rights, property, or personal safety of Genetic Direction, its employees, its users, its clients, and the public or (e) respond to an emergency which we believe in the good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person. To the extent administratively practicable, Genetic Direction shall provide notice of such disclosure

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request to you before providing your information to the requesting entity so that you may attempt to block such request or limit the amount of information required to be disclosed.

### E. To your Provider

At my request, I authorize Genetic Direction to provide my genetic test results to Provider. I understand that these test results are sensitive and once they are released, federal or state privacy laws may no longer protect them. This authorization is valid for 12 months from the date of my signature below. I understand that I may revoke this authorization at any time in writing, using the address provided to me by Provider. If I do revoke this authorization, it will not affect any actions taken by Genetic Direction or Provider before receiving my request. I also understand that my refusal to sign this authorization will lead to the inability of Genetic Direction to provide my genetic test results to Provider and may prevent Provider from further providing treatment to me.

### 9. Account Closure

If you no longer wish to participate in our Products or no longer wish to have your personal information be used, you may close your account by sending a request to our customer care - support@geneticdirection.com. When closing an account, we remove all information (Genetic Information, health recommendations, etc.) within sixty (60) calendar days of our receipt of your request. However; your non-identified information (information that has been stripped of your Registration Information) that has previously been aggregated and shared with a 3rd party cannot be removed. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited period of time pursuant to our data protection policies. In addition, we retain limited Registration Information related to your order history (e.g., name, contact, and transaction data) as long as your account is active or as needed to provide you Products, as well as for accounting, audit and compliance purposes.

### 10. Agreement

This Agreement and Authorization has been executed and delivered by you and constitute a valid and binding agreement between you, Provider and Genetic Direction.

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Participant Printed Name

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Signature

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Date