

Terms and Conditions of Self-Test Kits

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Terms and Conditions - Testing Services

1 THESE TERMS 1.1 What these terms cover. These are the terms and conditions on which we supply the Testing Services to you (see clause 1.2 for an explanation of what we mean when we refer to Testing Services). 1.2 What we mean when we refer to Testing Services and Collection Kits. When we refer to 1.2.1 Collection Kits in these terms, we mean the Collection Kit that forms part of the Testing Service you have ordered via our website or for delivery to your business via info@nph-group.co.uk.

1.2.2 Testing Services in these terms, we mean the testing services we will provide to you, as set out in your order confirmation email. Depending on the type of test you have ordered, the Testing Services will include:

- a) DNA Testing Services include:
 - i our DNA Collection Kit (you must send your DNA sample back to us within 24 hours of it being placed in the collection tube because we have to extract and store your DNA within no more than one week of such happening);
 - ii extracting and storing your DNA;
 - iii processing and sequencing of your DNA sample;
 - iv analysing your epigenetic information and providing you with the results.

c) Blood Testing Services include:

i our blood sample Collection Kit (you must send your blood sample to the laboratory on the same day it is placed in the sample collection tube and/or on the sample collection card);

ii processing of your sample;

iii providing you with the results; and

iv access to our interactive digital platform that enables you to access your result.

1.3 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Testing Services to you, your responsibilities, how you and we may change or end the contract, what to do if there is a problem and other important information.

2 YOUR USE OF OUR TESTING SERVICES

2.1 You must be at least 18 years old to use our Testing Services. To protect your privacy when you share your sample with us, each adult who submits a sample for testing must create their own account. In addition, such person will be required to explicitly consent to the processing of sensitive personal data when they activate their Collection Kit. A parent or legal guardian may activate a Collection Kit, provide personal data about children, and send us the sample of a child for processing using an account for that child that is directly managed by the parent or legal guardian. By activating a Collection Kit for, or submitting any personal data about, a minor you represent that you are the minor's parent or legal guardian. You also agree that you have discussed the Testing Services with the minor and the minor has agreed to the collection and processing of their sample.

2.2 Conditions apply to your use of the Testing Services. By using the Testing Services, you have ordered, you agree to the following relevant conditions:

2.2.1 By using the DNA Testing Services, you agree that:

a) the saliva sample you provide is either your own or the saliva of a person for whom you are a parent or legal guardian;

b) you will not send us your saliva sample if you have reason to believe you have an active infectious disease;

c) you will not use any of the information obtained from the DNA Testing Services with any other database, for any medical, diagnostic or paternity testing purpose or for any discriminatory purpose or illegal activity – you should always follow the medical advice given by your doctor;

d) you will not send us a sample if such would violate any export ban or other restriction in the country in which you reside or from which you are sending the sample; and

e) you are responsible for all usage and activity on the DNA Testing Services made via your account and you will contact us immediately if you suspect your account has been used without your permission.

2.2.2 By using the Blood Testing Services, you agree that:

a) the blood sample you provide is either your own or the blood of a person for whom you are a parent or legal guardian; and/or have power of attorney. We may, at our discretion, request evidence of this;

b) the information provided during Collection Kit registration will be accurate and will pertain to the individual providing the blood sample;

c) you will not use any of the information obtained from the Blood Testing Services with any other database, for any medical, diagnostic or for any discriminatory purpose or illegal activity;

d) test information, the content, and services (including customer service) provided by us are for general guidance and are not a substitute for professional medical advice provided by your own doctor. You should always

follow the medical advice given by your doctor or other licensed healthcare professional;

e) a normal test result does not rule out underlying pathology and you should discuss any symptoms or medical concerns with your doctor;

f) if you feel unwell you should speak to your doctor and you should not delay/wait until test results are available via NPH Limited;

g) you will comply fully with the instructions for use associated with the blood sample Collection Kit;

h) you will not use the blood sample Collection Kit if there are contraindications to use (medical or otherwise) that apply to you;

i) you will not send us a sample if such would violate any export ban or other restriction in the country in which you reside or from which you are sending the sample; and

j) you are responsible for all usage and activity on the Blood Testing Services made via your account and you will contact us immediately if you suspect your account has been used without your permission or accessed by an unauthorised person(s).

2.3 The Testing Services contain documents, records, information, data, and other content that are owned by or are licensed to Chronomics Limited (Chronomics IP). All Chronomics IP is owned by or licensed to Chronomics and may be used only in accordance with this contract.

Use of the Chronomics IP is only permitted to the extent necessary for your personal use of the Testing Services.

3 INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 Who we are. We are Newcastle Premier Health Limited, a company registered in England and Wales. Our company registration number is 08684877 and our registered office is at Victory House, Balliol Business Park, Newcastle Upon Tyne, NE12 8EW.

3.2 How to contact us. You can contact us via info@nph-group.co.uk.

3.3 How we may contact you. If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. It is your responsibility to check all inboxes including your spam and junk mail folders.

3.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

4 OUR CONTRACT WITH YOU

4.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

4.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you. This might be because the Testing Service you have ordered is out of stock, because we are unable to deliver to your chosen address, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price of the Testing Services.

4.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

5 PROVIDING OUR TESTING SERVICES

5.1 Collection Kits may vary slightly from their pictures. The images of our Collection Kits on our website (if any) are for illustrative purposes only. Your Collection Kit may vary slightly from those images.

5.2 Changes to our Testing Services. We may change our Testing Services to reflect changes in relevant laws and regulatory requirements and/or to implement technical adjustments and improvements. These changes will not affect your use of our Testing Services.

5.3 Delivery costs. The costs of delivery will be as displayed to you on our website.

5.4 When we will provide the Testing Services. During the order process we will let you know when we will provide the Testing Services to you including when you can expect to receive your Collection Kit and when the results will be made available to you.

5.5 We are not responsible for delays outside our control. If our supply of the Testing Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Testing Services you have paid for but not received.

5.6 If you are not at home when the Collection Kit is delivered. If no one is available at your address to take delivery and the Collection Kit cannot be posted through your letterbox, we will leave you a note informing you of how to collect the Collection Kit from a local collection depot. It is your responsibility to ensure collection of the Collection kit should this be necessary.

5.7 If you do not re-arrange delivery. If after a failed delivery to you, you do not collect the Collection Kit from a local collection depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

5.8 When you become responsible for the Collection Kit. The Collection Kit will be your responsibility from the time we deliver it to the address you gave us or when collected from our Click and Collect location or carrier depots.

5.9 Reasons we may suspend the supply of Testing Services to you. We may have to suspend the supply of our Testing Services to:

5.9.1 deal with technical problems or make minor technical changes;

5.9.2 update our Testing Services to reflect changes in relevant laws and regulatory requirements;

5.9.3 make changes to the Testing Services notified by us to you (see clause 5.2).

5.10 Sending your sample back to us. Please see our FAQ page on our website and guidance leaflet contained in your Collection Kit, which explain how to package and return your sample to us. We will not be responsible for any delays or inconclusive test results caused by guidance not being followed. We recommend you return your samples for testing to us via Royal Mail using the priority mailbox service. We will provide you with a pre-paid Royal Mail postal sticker for you to return your sample. If you choose an alternative means of returning the test, you are responsible for the cost of return and for any delays in the sample arriving with our testing centres.

5.11 Your rights if we suspend the supply of the Testing Services. We will contact you in advance to tell you we will be suspending supply of the Testing Services unless the problem is urgent or an emergency. You may contact us to end the contract for the Testing Services if we suspend it, or tell you we are going to suspend it, in each case impacting your use of the Testing Service (as described above) and we will refund any sums you have paid in advance for the Testing Services in respect of the period after you end the contract.

6 YOUR RIGHTS TO END THE CONTRACT

6.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

6.1.1 If the Collection Kit is faulty or misdescribed, you may have a legal right to end the contract), or to get the Collection Kit replaced, or to get some or all of your money back (see clause 10);

6.1.2 If you want to end the contract because of something we have done or have told you we are going to do (see clause 6.2);

6.1.3 If you have just changed your mind about the Testing Services, see clause 6.3 (but subject to clause 6.4). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of returning the Collection Kit; or

6.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 6.6.

6.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at clauses 6.2.1 to 6.2.3 below the contract will end immediately and we will refund you in full for any Testing Services which have not been incurred (please note that if we have started the processes set out in clause 1.2.2a) i-iii (inclusive), 1.2.2b) i-iii (inclusive), or 1.2.2c) i-ii (inclusive), which are the most expensive steps in the process, you will be charged for all our services up to and including that point which will mean that you get a very small refund). The reasons are:

6.2.1 we have told you about an error in the price or description of the Testing Services you have ordered, and you do not wish to proceed;

6.2.2 there is a risk that supply of the Testing Services may be significantly delayed because of events outside our control (see clause 5.5); or

6.2.3 we have suspended supply of the Testing Services for technical reasons or notify you we are going to suspend them for technical reasons, in each case for a period of more than 12 months (see clause 5.9.1).

6.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.4 How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order. However:

6.4.1 once we have completed the Testing Services (which would include making your results available to you to assess via our interactive platform) you cannot change your mind, even if the period is still running; and

6.4.2 if you cancel after we have started to provide the Testing Services (which will be at the time we send your order confirmation email), you must pay us for the Testing Services provided up until the time you tell us that you have changed your mind.

6.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clauses 6.3 and 6.4), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the Testing Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for Testing Services not incurred, but we may deduct reasonable compensation for the net costs we will incur because of your ending the contract. If you are on a periodic payment plan and have not yet paid for costs incurred, we will deduct these costs from your outstanding balance and allow you to pay the remainder in a single instalment or to put a cancellation on your account at the relevant time to cover costs incurred (see clause 11.5).

7 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

7.1 Tell us you want to end the contract. To end the contract with us, please let us know

7.1.1 by post or via our contact us page: Please provide your name, home address, details of the order and, where available, your phone number and email address.

7.1.2 by post. Complete and return the model cancellation form found at the end of these terms in Schedule 1 and post it to us at the address set out on the form.

7.2 Requesting a refund: If you are exercising your right to change your mind, in accordance with clause 6.4 and require a refund, you must request the refund via the process on your account dashboard.

7.3 What we will refund: Where refund is appropriate, we will refund as requested – it is important that you make a separate request for each item where you require a refund for multiple items on your account

7.4 How we will refund you. We will refund you the price you paid for the Testing Services by the method you used for payment. However, we may make deductions from the price, as described below.

7.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

7.5.1 We may reduce your refund of the price to reflect any reduction in the value of the Testing Services if this has been caused by your handling the Collection Kit in a way which is not permitted by the requirements specified in the Collection Kit.

7.5.2 We may deduct from any refund an amount for the supply of the Testing Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount of deduction will be in proportion to what has been supplied, in comparison with the full coverage of the contract. Please note that we may have already incurred costs in providing the Testing Services prior to the contract being cancelled that exceed the price you have paid, which may result in no refund being provided to you.

7.5.3 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

7.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

8 OUR RIGHTS TO END THE CONTRACT

8.1 We may end the contract if you break it. We may end the contract for the Testing Services at any time by writing to you if:

8.1.1 you do not make any payment to us when it is due;

8.1.2 the sample is not provided according to the requirements specified in your Collection Kit and we cannot process it to analyse your epigenetic information; or

8.1.3 you do not, within a reasonable time, collect the Collection Kit from a local collection depot (see clause 5.7).

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for the Testing Services we have not incurred but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9 IF THERE IS A PROBLEM WITH TESTING SERVICES

9.1 How to tell us about problems. If you have any questions or complaints about the Testing Services, please contact our customer service team on the details at the beginning of these terms.

10 YOUR RIGHTS IN RESPECT OF SERVICES

10.1 Summary of your legal rights. If you are a consumer, we are under a legal duty to supply the Testing Services in conformity with this contract. You are also entitled to certain key legal rights in respect of the Testing Services. For detailed information of these rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these terms will affect your legal rights.

11 PRICE AND PAYMENT

11.1 Where to find the price for the Testing Services. The price (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we deliver the Collection Kit, we will adjust the rate of VAT that you pay, unless you have already paid for the Testing Services in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, we may sell our Testing Services incorrectly priced. We will normally check prices before accepting your order so that, where the Testing Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Testing Service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of the Collection Kit provided to you.

11.4 When you must pay and how you must pay. You must pay for the Testing Services before we dispatch the Collection Kit to you. Your credit or debit card will be charged at the time of order.

11.5 How terms differ for users on periodic payment plans. If you are on a monthly (or other periodic payment plan) your minimum contract term will be one year. If you choose to terminate our service before the one-year term ends, we will add together all outstanding monthly (or other periodic) charges for the remainder of your term and allow you to pay them in one instalment to cover costs incurred, or to schedule a cancellation on your account once your periodic payments have covered costs incurred.

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us. Subject to clauses 12.2 – 12.5 (inclusive), if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. Where we are responsible for any foreseeable losses you have the responsibility to limit those losses and liabilities. Where we are responsible for any foreseeable losses it is your responsibility to formally evidence these and agree to 3rd party information / data sharing for investigation / confirmation and resolution purposes. This data sharing will be limited to that necessary and appropriate to qualify the claim.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Testing Services (including the right to receive Testing Services which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care) and for defective Collection Kits under the Consumer Protection Act 1987.

12.3 We are not liable for business losses. We only supply the Testing Services for domestic and private use. If you use the Testing Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 We are not liable for certain losses. We are not liable for loss of enjoyment, distress (including mental

distress) or inconvenience, this extends to customers' disappointment at missing holidays.

12.5 Our liability to you for certain losses is limited. Subject to clause 12.2, our total liability to you shall not exceed 125% of the price paid for the Testing Services. However, the cap on our total liability to you, set out in this clause 12.5, shall not apply where our liability arises out of breach of terms implied into this contract under the Consumer Rights Act 2015 and the Consumer Contracts Regulations 2013.

13 HOW WE MAY USE YOUR PERSONAL DATA

13.1 We will only use your personal data as set out in our Privacy Policy.

14 OTHER IMPORTANT TERMS

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.

14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law, and you can bring legal proceedings in respect of the Testing Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Testing Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Testing Services in either the Northern Irish or the English courts.

SCHEDULE 1

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract) To NPH Limited (NPH Group) Victory House, Balliol Business Park, Newcastle Upon Tyne, NE12 8EW

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate