

PANDECTA TERMS OF USE AND SERVICE

TERMS OF USE AND SERVICE

Last Updated on: March 6, 2025

Welcome to Pandecta Inc.

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

What we do?

Pandecta Inc. ("**Pandecta**", "**we**", "**us**", "**our**") offers protein analysis from biological samples (i.e. blood sample) to provide you and your healthcare practitioner with insights into your personal health and wellness. Our services include:

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

Cautionary Statements

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

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

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

While Pandecta strives to keep the information accurate and up to date, medical and scientific knowledge and clinical treatments change quickly and the information and services provided by Pandecta should not

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be considered error free or as a comprehensive source of all information on a particular topic. Pandecta makes no warranties or representations as to the accuracy of the information we provide on our website, Reports, or any other communications. Pandecta assumes no responsibility for any action or inaction that you take based on the information provided by Pandecta as set forth in the Report or otherwise. You should always contact your healthcare provider before taking any action or inaction based on the information provided by Pandecta. Your use of the entirety of our services (including but not limited to the website, services, Reports, and all communications) is subject to the additional disclaimers and caveats that are listed in these Terms of and Service.

Agreement

The following terms of use and service constitute a legal agreement and are entered into by and between you and Pandecta. The following terms of use and service, together with any other terms that are expressly incorporated by reference herein, (collectively, “**Terms of Use and Service**”) govern your access to and use of: (a) our website www.pandecta.ca (the “**Website**”), including any content, functionality and services offered on or through the Website; (b) any tools, resources, text, pictures, media, data, information and other materials or content (collectively, the “**Content**”) contained on or provided through the Website; and (c) any other products, services, communication or information provided by us to you, including our proteomic analysis services and your Report ((a), (b), and (c), collectively, the “**Offerings**”). The terms “**you**” or “**your**” refer to the individual or entity browsing, installing, downloading, accessing or otherwise using our Offerings (“**use**” or “**using**” in these Terms of Use And Service will mean any of the foregoing).

BY USING OUR OFFERINGS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF USE. BY USING OUR OFFERINGS, YOU REPRESENT AND WARRANT THAT YOU: (A) HAVE REACHED THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH PANDECTA; AND (B) ARE USING OUR OFFERINGS WHILE LOCATED IN A JURISDICTION OF CANADA (THE“JURISDICTIONS”).

IF YOU DO NOT MEET BOTH OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE OUR OFFERINGS. IF YOU ARE USING OUR OFFERINGS ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT TO US THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

THE SERVICES MADE AVAILABLE BY ACCESSING THE OFFERINGS ARE NOT EMERGENCY OR PRIMARY CARE SERVICES. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR ATTEND THE NEAREST EMERGENCY ROOM.

These Terms of Use and Service do not alter in any way the terms or conditions of any other agreements you may have with us in respect of any products, applications, services or otherwise.

1. Changes to these Terms of Use and our Offerings

(a) Except where prohibited by applicable law, we reserve the right, in our sole discretion, to change any element of these Terms of Use and Service at any time. When we change these Terms of Use and Service, we will: (i) place a notice on the Website and will send you an email or notify you by some other means as required by applicable law; (ii) post a new version to the Website; and (iii) update the “Last Updated” date at the top of these Terms of Use and Service. We may require you to provide consent to the updated Terms of Use and Service in a specified manner before further access or use of our Offerings is permitted. If you do not agree to any change(s) after receiving a notice from us of such change(s), you will stop using our Offerings. Otherwise, your continued access to or use of our Offerings after any changes to these Terms of Use and Service indicates your acceptance of such changes.

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(b) We reserve the right to change our Offerings at any time, without notice to you. We may, at our discretion, suspend your access to or use of our Offerings or any component thereof: (i) for scheduled maintenance; (ii) if you violate any provision of these Terms of Use and Service; (iii) to address any emergency security concerns; (iv) to modify our Offerings; or (v) if required to do so by a regulatory authority or as a result of a change in standards of practice or a change in applicable law.

2. Our Services

Our proteomic analysis services described above (including the Report) are not a substitute for medical care, medical advice, or medical opinions. The insights and findings provided by our services are intended for general informational purposes only and are not a replacement for professional medical consultation, diagnosis, or treatment. Always seek the advice of your physician or other qualified health providers with any questions you may have regarding a medical condition. You should not delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information provided by Pandecta. **Always seek the advice of your physician or other qualified health providers with any questions.**

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

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

We recommend that you seek the advice of medical professional to determine if our proteomic analysis services are appropriate for you. The information provided by Pandecta should be used as a tool to facilitate discussions with your healthcare provider and you should not interpret your Report or any of the information included in your blood test results or any other Content as a recommendation of any specific treatment plan, product or course of action in connection with any illness, disease, disorder or condition.

Our Offerings are NOT intended or designed to: (a) diagnose, manage or treat any illness, disease, disorder or condition; (b) identify any disease or disorder as the cause of particular symptoms you may be experiencing; or (c) be used as the basis for any medical treatment decisions, including prescribing medications or discontinuing any existing medical treatment plans or medications you may have been prescribed by your doctor or other licensed health professional.

3. Privacy and Electronic Communication

You understand that Pandecta will collect, use, handle and disclose your personal information, including personal health information (“**Personal Information**”) in the manner described in our Privacy Policy, found on our Website (“**Privacy Policy**”). When you use or view our Offerings or send e-mails or other electronic messages to us, you are communicating with us electronically and you consent to receive communications from us electronically subject to our Privacy Policy.

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4. Third Party Content, Websites or Services

(a) Our Offerings may provide or publish links or access to third party content, websites or services. Likewise, we may allow you to access our Offerings from third party systems. Pandecta does not represent that it has reviewed such third-party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with such third-party content, websites or services are the property of their respective owners. Pandecta does not endorse any third-party content, websites, services or systems, or guarantee or warrant their quality, durability, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. Third party content, websites, services or systems are not under Pandecta's control, and if you choose to access any such content, websites or services, or to access our Offerings from such systems, you do so entirely at your own risk. You acknowledge that you may be required to accept terms of use applicable to third-party content, websites, services or systems and agree to accept and comply with any such terms of use.

(b) Your interactions with organizations or individuals found on or through our Offerings, including payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such interactions, are solely between you and such organizations or individuals. You agree that to the fullest extent permitted by applicable law, Pandecta is not responsible or liable for any loss or damage of any sort incurred as the result of any such interactions.

6. Grant of Access to and Ownership of our Offerings

Subject to these Terms of Use and Service, we grant you a revocable, worldwide, non-exclusive, non-transferable, non-sublicensable and revocable right during the Term (as defined below) to access and use our Offerings, including to download and display your Report and related information solely in connection with using our Offerings, in accordance with these Terms of Use and Service. Neither these Terms of Use and Service nor your use of our Offerings grants you ownership in our Offerings or the Content you access through our Offerings. These Terms of Use and Service do not grant you any right to use Pandecta's trademarks or other brand elements. All right, title and interest, including intellectual property rights, in our Offerings and all other materials provided by us hereunder, and any updates, adaptation, translation, customization or derivative works thereof, will remain the sole property of Pandecta (or our third-party suppliers, if applicable). Any use of third-party software provided in connection with our Offerings will be governed by such third parties' licenses and not by these Terms of Use and Service. All rights not expressly granted to you in these Terms of Use and Service are reserved by Pandecta.

7. No Reliance

The Content on our Website is provided for general information purposes only. It is not intended to amount to medical advice on which you should rely unless a licensed healthcare professional specifically confirms otherwise during a consultation with you. Your use of our Offerings is at your own risk and neither Pandecta nor its parent, subsidiaries, affiliates (as applicable) and their irrespective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers or successors have any responsibility or liability whatsoever for your use of our Offerings, except as otherwise provided under applicable law. All statements or opinions expressed in any third-party content are solely the opinions and the responsibility of the person or entity providing those materials. You acknowledge that you should not solely rely on the Report or the Content or any related information provided by us made available to you through the Offerings. The only medical or health advice made available to you through your use of the Offerings will be any personalized consultation or advice made available to you by a licensed healthcare professional able to provide the necessary medical or health advice in the

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circumstances.

8. Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR OFFERINGS, THE CONTENT, YOUR REPORT AND ANY PRODUCTS OR SERVICES FOUND OR ATTAINED THROUGH THE WEBSITE OR OUR OFFERINGS IS AT YOUR OWN RISK. OUR OFFERINGS, THE CONTENT AND YOUR REPORT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE ARE MAKING NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO OUR OFFERINGS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL WE OR OUR AFFILIATES OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS OR LICENSORS, OR ANY SUCCESSORS OR ASSIGNS OF THE FOREGOING (COLLECTIVELY WITH PANDECTA, THE “**PANDECTA PARTIES**”) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA UNDER ANY LEGAL THEORY, EVEN IF ADVISED OR HAD REASON TO KNOW THAT SUCH DAMAGES MIGHT OCCUR. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH YOUR USE OF, OR INABILITY TO MAKE USE OF, OUR OFFERINGS, EXCEED \$100CAD.

10. Indemnification

To the maximum extent permitted by applicable law, you hereby defend, indemnify and hold harmless Pandecta Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms of Use and Service or your use of our Offerings.

11. Geographic Restrictions

Pandecta is based in Toronto, Ontario Canada. We provide our Offerings for use only by persons located in the Jurisdictions. Our Offerings are not intended for use in any jurisdiction other than the Jurisdictions and is not intended for use in any jurisdiction where its use is not permitted. We are relying on you to provide accurate information regarding your physical location when accessing our proteomic analysis services.

12. Fees and Payment

In consideration for Pandecta’s provision of proteomic analysis services, you agree to pay the fees and, if applicable, any applicable additional charges, and all applicable sales taxes (the “Fees”), in accordance with the applicable payment terms. All Fees paid by you are final and non-refundable, unless otherwise determined by Pandecta, in its sole and absolute discretion. Unless otherwise determined by Pandecta, all dollar amounts relating to these Terms of Use and Service will be in Canadian dollars.

13. Third Party Payment Processor

As applicable, you will provide Pandecta (or its authorized third party provider) or a third-party payment

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processor (the “**Payment Processor**”) with the information necessary to process a payment from you, including the billing information requested by the applicable party. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor, if any, in addition to these Terms of Use and Service. We are not responsible for any error by, or other acts or omissions of, any Payment Processor. You may pay Fees by any manner then available on the applicable Payment Processor’s platform. By submitting your payment information to us (or our authorized third party provider) or the Payment Processor, you authorize us (or our authorized third party provider) or the Payment Processor to charge the applicable payment method at our or their convenience (but, in any event, within 30 days of credit card authorization). You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. We reserve the right to correct any errors or mistakes that any Payment Processor makes even if it has already requested or received payment.

14. Your Responsibilities

You are responsible and agree to:

- (a) use reasonable efforts to prevent unauthorized access to or use of our Offerings;
- (b) not, and will not permit anyone else to:
 - (i) sub-license, sell, rent, lend, lease or distribute our Offerings or any intellectual property rights therein or otherwise make our Offerings available to others;
 - (ii) disable, overly burden, impair, or otherwise interfere with servers or networks connected to our Offerings (e.g., a denial of service attack), including by accessing or using our Offerings to permit timesharing, service bureau use or to commercially exploit our Offerings;
 - (iii) use or access our Offerings in violation of any applicable law or intellectual property right, in a manner that threatens the security or functionality of our Offerings or for any purpose or in any manner not expressly permitted in these Terms of Use and Service;
 - (iv) use our Offerings to create, collect, transmit, store, use or process any user data: (A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (B) that you do not have the lawful right to create, collect, transmit, store, use or process; (C) that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party(including any moral right, privacy right or right of publicity);
 - (v) attempt to gain unauthorized access to our Offerings, or bypass any measures we may use to prevent or restrict access to our Offerings, including by performing any vulnerability, penetration or similar testing of our Offerings;
 - (vi) modify, reverse engineer, reverse assemble, disassemble, or decompile our Offerings (any part thereof) or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to our Offerings;
 - (vii) access or use our Offerings for the purpose of building a similar or competitive product or service;
 - (viii) violate the terms of use of any third party website that is linked to our Offerings;
 - (ix) remove or obscure any proprietary notices or labels on our Offerings, including brand, copyright, trademark and patent or patent pending notices; or

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(x) encourage or engage in any other conduct that restricts or inhibits any other user's access or use of our Offerings, or which, as determined by us, may harm our Offerings or users of our Offerings or expose them to liability.

15. Feedback

You agree that any suggestion or idea provided by you (such suggestions or ideas, "Feedback", and for the avoidance of doubt, Feedback will not include Personal Information provided by you when obtaining our proteomic analysis services) will not be treated as confidential, and nothing in these Terms of Use and Services will restrict our right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensation to you and without any obligation to you. You grant to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, a fully paid up, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, translate, distribute, publicly perform, publicly display, import, sell, offer for sale, make, have made, derive revenue or other remuneration from, and otherwise exploit and disclose to third parties the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same.

16. Malicious Code and Security

The downloading and viewing of Content and your Report is done at your own risk. You are responsible for implementing safeguards to protect the security and integrity of your computer system or mobile device, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system or mobile device that may be necessary as a result of your use of our Offerings.

17. Term and Termination; Survival

(a) These Terms of Use and Service will commence on the day you first use our Offerings and will remain in effect until terminated by either party in accordance with the provisions of these Terms of Use and Service (the "**Term**"). We may terminate these Terms of Use and Service at any time and with immediate effect by giving notice to you, at our discretion, by email (at your current email address on file with us) or through our Offerings. You may terminate these Terms of Use and Service at any time and with immediate effect by notifying Pandecta and ceasing use of our Offerings. For greater certainty, if you continue to use any portion of our Offerings that is publicly available after these Terms of Use and Service that have been terminated, these Terms of Use and Service will continue to apply to the extent of such use.

(b) The following Sections, together with any other provision of these Terms of Use and Service which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use and Service, will survive expiration or termination of these Terms of Use and Service for any reason: Sections **3** (Privacy), **4** (Third Party Content, Websites or Services), **6** (Grant of Access to and Ownership of the Offerings), **7** (No Reliance), **8** (Disclaimer), **9** (Limitation of Liability), **10** (Indemnification), **15** (Feedback), **16** (Malicious Code and Security), **17(b)** (Survival), **18** (Additional Terms), and **19** (General Provisions).

18. Additional Terms

Your access to and use of certain functionalities provided in or through our Offerings may be subject to additional terms and conditions presented to you by Pandecta or our service providers. Such additional terms and conditions are incorporated herein by reference and you agree to comply with such additional terms and conditions at all times. If there is a conflict or inconsistency between the terms and conditions

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of such additional terms and these Terms of Use and Service, then the provisions of these Terms of Use and Service will govern to the extent of such conflict or inconsistency, unless the conflicting term in the additional terms expressly states that the conflicting term in these Terms of Use and Service do not apply. If you do not accept and agree to such additional terms and conditions, you may not be able to, and you should not, access or use those functionalities.

19. General Provisions

(a) Choice of Law. Except as restricted by applicable law, the Offerings and these Terms of Use and Service will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision. Any action or proceeding arising out of or relating to the Offerings and under these Terms of Use and Service will be instituted in the courts of Toronto, Ontario Canada and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts. The U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

(b) Entire Agreement and Interpretation. These Terms of Use and Service constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Website. In these terms “include” or “including” means including “without limitation”.

(c) Waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms of Use and Service operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any term or provision of these Terms of Use and Service is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Use and Service or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Assignment. You will not assign these Terms of Use and Service to any third party without our prior written consent. Any assignment in violation of this Section will be void. These Terms of Use and Service will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

(f) English Language. At this time Pandecta's proteomic analysis services are only available in English. It is the express wish of the parties that these Terms of Use and Service and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

20. Contact

If you have any questions or comments regarding these Terms of Use or have feedback, comments, requests for technical support and other communications relating to our Offerings, please email us at: info@pandecta.ca or write to us at: One Dundas Street West, Suite 2500, Toronto, ON, M5G 1Z3; phone 416 930 9846.