

## **TERMS OF SERVICES**

Welcome to Heritas. These terms and conditions outline the rules and regulations for the use of Heritas's Website and Services. Heritas is located at: Ocampo 210 bis Rosario 2000 - Santa Fe, Argentina.

By accessing this website we assume you accept these terms and conditions in full.

Do not continue to use Heritas's website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.

"The Company", "Ourselves", "We", "Our" and "Us", refers to our Company.

"Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of Argentina.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Cookies**

We employ the use of cookies. By using Heritas's website you consent to the use of cookies in accordance with Heritas's privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

### **License**

Unless otherwise stated, Heritas and/or it's licensors own the intellectual property rights for all material on Heritas. All intellectual property rights are reserved. You may view and/or print pages from <http://www.heritas.com.ar> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

Republish material from <http://www.heritas.com.ar>

Sell, rent or sub-license material from <http://www.heritas.com.ar>

Reproduce, duplicate or copy material from <http://www.heritas.com.ar>

Redistribute content from Heritas (unless content is specifically made for redistribution).

### **Hyperlinking to our Content**

The following organizations may link to our Web site without prior written approval: Government agencies; Search engines; News organizations; Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and System-wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations: commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to [martin.vazquez@heritas.com.ar](mailto:martin.vazquez@heritas.com.ar). Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Heritas's logo or other artwork will be allowed for linking absent a trademark license agreement.

## **Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

## **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request.

We also reserve the right to amend these terms and conditions and its linking policy at any time.

By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

## **Removal of links from our website**

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

## **CONTENT LIABILITY**

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

## **DISCLAIMER**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will: limit or exclude our or your liability for death or personal injury resulting from negligence; limit or exclude our or your liability for fraud or fraudulent misrepresentation; limit any of our or your liabilities in any way that is not permitted under applicable law; or exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising

under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## **USE OF HERITAS MICROXPLORA PORTAL**

### **Risks and Considerations regarding Heritas MicroXplora Services**

Once you obtain your Microbiome Information, the knowledge is irrevocable. You should not assume that any information we may be able to provide to you, whether now or as Microbiome research advances, will be welcome or positive. You should also understand that as research advances, in order for you to assess the meaning of your sample data in the context of such advances, you may need to obtain further services from Heritas MicroXplora or from your physician or other health care provider.

You may learn information about yourself that you do not anticipate. This information may evoke strong emotions and has the potential to alter your life and worldview. You may discover things about yourself that trouble you and that you may not have the ability to control or. These outcomes could have social, legal, or economic implications.

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 sample does not contain a sufficient material, or the results from processing do not meet our standards for accuracy. If the initial processing fails for any of these reasons, Heritas MicroXplora will reprocess the same sample at no charge to you.

Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory process may be uninterpretable or incorrect (referred to as "Errors"). As this possibility is known in advance, users are not entitled to refunds where these Errors occur.

You should not change your health behaviors solely on the basis of information from Heritas MicroXplora. Make sure to discuss your Microbiome Information with a physician or other health care provider before you act upon your Microbiome Information or other information that we provide.

For most common diseases, the genes we know about are only responsible for a small fraction of the risk. There may be unknown genes, environmental factors, or lifestyle choices that are far more important predictors. If Microbiome Information indicates that you are not at elevated microbiome risk for a particular disease or condition, you should not feel that you are protected. The opposite is also true; if your Microbiome Information indicates that you are at an elevated risk for a particular disease or condition, it does not mean you will definitively develop the disease or condition. In either case, if you have concerns or questions about what you learn through Heritas MicroXplora, you should contact your physician or other health care provider.

Microbiome research is not comprehensive. While we measure many hundreds of thousands of data points from your microbiome, only a small percentage of them are

known to be related to human traits or health conditions. The research community is rapidly learning more about the microbiome, and an important mission of Heritas MicroXplora is to conduct and contribute to this research.

In addition, many ethnic groups are not included in microbiome studies. Because interpretations provided in our service rely on these published studies, some interpretations may not apply to you. Future scientific research may change the interpretation of your microbiome. In the future, the scientific community may show previous research to be incomplete or inaccurate.

Microbiome Information you share with others could be used against your interests. You should be careful about sharing your Microbiome Information with others. Currently, very few businesses or insurance companies request microbiome information, but this could change in the future. You may want to consult a lawyer to understand the extent of legal protection of your Microbiome Information before you share it with anybody.

Furthermore, Microbiome Information that you choose to share with your physician or other health care provider may become part of your medical record and through that route be accessible to other health care providers and/or insurance companies in the future.

Microbiome Information that you share with family, friends or employers may be used against your interests. Even if you share Microbiome Information that has no or limited meaning today, that information could have greater meaning in the future as new discoveries are made.

If you are asked by an insurance company whether you have learned Microbiome Information about health conditions and you do not disclose this to them, this may be considered to be fraud.

The Services are for research, informational, and educational use only. We do not provide medical advice.

The Microbiome Information provided by Heritas MicroXplora is for research, informational, and educational use only. This means two things.

First, many of the 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 microbiome knowledge in health care, we invite all genotyped users to participate in Heritas MicroXplora research. Participation in such research is voluntary and based upon a consent document approved by an institutional review board (a committee established to review and approve biomedical research).

As a result of the current state of microbiome knowledge and understanding, our Services are for research, informational and educational purposes only. The Services are not intended to be used by you for any diagnostic purpose and are not a substitute for professional medical advice.

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.

Heritas MicroXplora does not recommend or endorse 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.

As explained on our website, Heritas MicroXplora believes that:

- a) microbiomes are only part of the picture of any individual's state of being,
- b) the state of the understanding of microbiome information is rapidly evolving and at any given time we only comprehend part of the picture of the role of microbiomes, and
- c) only a trained 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 microbiomes as well as your current symptoms, if any.

Reliance on any information provided by Heritas MicroXplora, Heritas MicroXplora employees, others appearing on our website at the invitation of Heritas MicroXplora, or other visitors to our website is solely at your own risk.

The samples collected of your microbiome are may contain human material, but are not tested or processed to detect or analyze human material, and are treated accordingly

## **CREDIT & CONTACT INFORMATION**

If you have any queries regarding any of our terms, please contact us.