

It is important that you discuss any modifications to your diet, exercise and nutritional supplementation with your physician before making any changes.

We can only provide basic and generalized educational purposes of lab results.

No medical advice

The information provided is for purposes of improving your wellness and athletic performance only and is not intended to provide medical advice, diagnosis, or treatment. You have engaged to receive your results. You should seek the advice of a physician with whom you have such a relationship if you have questions regarding any medical or psychiatric condition or if you are experiencing any symptoms of or believe you may have any medical or psychiatric condition, regardless of any information contained within the lab results. You should not ignore professional medical advice or delay in seeking it because of these tests or recommendations. Furthermore, you should not interpret your lab recommendations or any other communications as recommending any specific treatment plan, product or course of action. You should always consult your physician before starting any new treatment or stopping any treatment that has been prescribed for you by your physician or other qualified health provider.

PLEASE CALL YOUR DOCTOR OR 911 IMMEDIATELY IF YOU THINK YOU MAY HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY. WE NOT OFFER MEDICAL ADVICE AND NOTHING CONTAINED IN THE CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT OR TO ADVOCATE OR RECOMMEND THE PURCHASE OR SELECTION OF ANY PRODUCT, SERVICE OR TO ENDORSE OR GUARANTEE THE QUALIFICATIONS, CREDENTIALS OR APPROPRIATENESS OF ANY HEALTH CARE PROVIDED LINKED TO, ADVERTISED ON THIS LAB or SITE. NEITHER THE SITE NOR THE SERVICES ARE A MEDICAL PROGRAM AND ARE NOT INTENDED FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. IF YOU SUSPECT THAT YOU MAY HAVE A MEDICAL CONDITION, CONSULT YOUR PHYSICIAN.

THE LAB DOES NOT ASSUME ANY LIABILITY FOR ANY HARM ARISING OUT OF PRODUCTS RECOMMENDED ALONG WITH ITS SERVICES, INACCURACIES OR MISSTATEMENTS ABOUT PRODUCTS, WHETHER BASED ON MANUFACTURER

INFORMATION, THIRD PARTY INFORMATION, USERS' INFORMATION OR ON RATINGS AND ASSESSMENTS GENERATED BY THE LAB. YOU SHOULD CAREFULLY READ ALL INFORMATION PROVIDED BY THE MANUFACTURERS OF THE PRODUCTS, WHETHER ONLINE OR ON THE ACTUAL PRODUCT PACKAGING AND LABELS, INCLUDING NUTRIENT CONTENT, INGREDIENTS, FOOD ALLERGEN AND CONTACT INFORMATION, AND HEALTH CLAIMS, BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A PRODUCT, PLEASE CONTACT THE MANUFACTURER DIRECTLY.

Additional scope

We may incorporate different or additional technologies to collect or test data in the future. However, your purchase of labs does not automatically include any such different or additional technology, and we reserve the right to charge you additional fees prior to processing your sample using any such different or additional technology. You may also need to submit a blood sample or other biological sample for processing on such different or additional technology.

If you are a resident of New York, New Jersey, Massachusetts or Rhode Island you agree prior to testing that no additional testing or processing will be performed. Access to any additional future technologies will require a new authorization by a qualified healthcare provider and will incur additional charges.

No Insurance

You are paying for the lab services with your personal funds and any third-party payers will not pay for or reimburse you for these costs. The labs will not submit any information provided by you for reimbursement or payment from private insurance carriers, Medicare, Medicaid, or any other third-party payers. Certain blood tests are valid for one year (12 months) or less after purchase. Process your lab kits as soon as possible to avoid expiration dates.

Test order Purchase from site:

The lab allows providers to order tests for their clients on the website. The lab shall perform the Services at the pricing as set forth. All lab services are provided on a pre-paid purchase only. The client or provider is required to pay using their credit card at the time of ordering the tests. *No returns or refunds are eligible for the orders once the sample has been received by the Lab.* Only the provider can cancel the order if the

specimen has still not been received by the lab. A cancellation fee of \$75 will apply if the order has been paid for and the kit has been shipped.

The lab reserves the right to withhold results for any payment related issues associated with the test order.

Your Promises

- By accessing Lab Services, you agree to, acknowledge, and promise as follows:
 - You understand that information you learn from the lab is not designed to diagnose, prevent, or treat any condition or disease or to ascertain the state of your health in the absence of medical and clinical information.
 - You understand that the Lab Services are intended for research, informational, and educational purposes only, and that while lab information may identify possible diagnosis or treatments, you should not take any decisions about your health based on the information you receive through the Service and you are strongly advised to seek the advice of your doctor or other health care provider if you have questions or concerns arising from your test Information.
 - You understand that the Lab validates the accuracy and precision of the testing but not of its clinical or diagnostic value. These tests are intended for research, wellness and informational purpose only. The lab is actively doing clinical research on these samples, deidentified from clients under an IRB and will make research publications towards the same as and when the clinical utility is well established.
 - You understand that these tests have been laboratory developed and their performance characteristics determined by Vibrant America LLC, a CLIA-certified laboratory performing the test CLIA#:05D2078809. The test has not been cleared or approved by the U.S. Food and Drug Administration (FDA). Although FDA does not currently clear or approve laboratory-developed tests in the U.S., certification of the laboratory is required under CLIA to ensure the quality and validity of the tests. Other labs used are Mosaic Labs, Doctors Data, Iollo and Trace Elements.
 - You give permission to the lab, its contractors, successors and assignees to perform testing and genotyping services on the DNA extracted from

your feces or saliva sample and you specifically request the labs to disclose the results of analyses performed on your DNA to you and to the healthcare provider that ordered the test.

- You promise that you are at least eighteen (18) years of age if you are providing blood or feces or saliva sample or accessing your Genetic Information.
 - You are promising that any sample you provide is your blood or feces or saliva; if you are agreeing to these TOS on behalf of a person for whom you have legal responsibility, you are confirming that the sample provided will be the sample of that person.
 - You agree that any blood or feces or saliva sample you provide and all resulting data may be transferred and/or processed outside the country in which you reside.
 - You are promising that you are not an insurance company or an employer attempting to obtain information about an insured person or an employee.
 - You are aware that some of the information you receive may provoke strong emotion.
 - You take responsibility for all possible consequences resulting from your sharing with others access to your Genetic Information and your Self-Reported Information.
 - You understand that all your Personal Information will be stored in lab databases and will be processed in accordance with the Lab Privacy Statement
- You understand that by providing any sample, having your Genetic Information processed, accessing your Genetic Information, or providing Self-Reported Information, you acquire no rights in any research or commercial products that may be developed by the Lab or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Genetic Information or Self-Reported Information.
 - You agree that you have the authority, under the laws of the country in which you reside, to provide these promises. In case of breach of any one of these

promises the Lab may suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will reimburse vibrant and its affiliates against any liability, costs, or damages suffered by vibrant and its affiliates arising out of the breach of the promises.

Confidentiality

The information that we collect as part of the Lab services will be kept confidential and will only be identified by an anonymous number. Information about you that will be collected will be secure and nobody but the Lab's qualified staff or authorized partners will be able to see it.

Indemnification

You agree to indemnify, defend and hold harmless the Lab, Total Wellness Empowerment Inc., its licensors, suppliers, and their respective directors, officers, employees, agents, affiliates, successors and assigns, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise from your participation in the Lab services.

ACCURACY OF INFORMATION. The Lab does not warrant that any information, pictures or graphic depictions, descriptions or other content of the Site are accurate, complete, reliable, updated, current, or error-free. you agree to notify the Lab immediately if you become aware of any errors or inconsistencies in the information or content provided through the Site and comply with any corrective action taken by the Lab.

THIRD PARTY CONTENT AND MONITORING. Parties other than the Lab or Total Wellness Empowerment may offer and provide products and services on or through the Site. Except for the Lab branded information, products or services that are identified as being offered by the Lab, the Lab does not operate, control, or endorse any information, products, or services on the Site or accessible through the Site in any way. We are not responsible for examining or evaluating, and do not warrant the offerings of, any of these businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

INDEMNIFICATION. You agree to indemnify, defend and hold harmless the Lab, Total Wellness Empowerment and the healthcare practitioner who ordered these tests, its parents, subsidiaries, affiliates, licensors, co-branders, suppliers and other contract relationship, and the officers, directors, employees, consultants, and agents of each, and other Registered Users and Visitors, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (1) User Content and any information you submit, post or transmit through the Site or Services, (2) your use of the Site or Services, (3) your violation of these Terms, (4) your violation of any rights of any other person or entity or (5) any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by you into the Services.

CERTAIN DISCLAIMERS

THE FOLLOWING DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IF YOU ARE A USER RESIDING IN A JURISDICTION THAT DOES NOT PERMIT SUCH DISCLAIMERS, INCLUDING QUEBEC, SUCH DISCLAIMERS SHALL NOT APPLY TO YOU.

ALL INFORMATION CONTAINED ON THE SERVICES (INCLUDING THE SITE, APPS, AND ALL CONTENT- NUTRIENT INFORMATION, REPORT CONTENT, FOOD INGREDIENTS, FOOD ALLERGENS, AND INFORMATION RELATING TO MEDICAL AND HEALTH CONDITIONS LIKE DESCRIPTION OF TEST, MARKERS MEASURED, SYMPTOMS ASSOCIATED WITH THE TEST AND RESOURCES ARE FOR INFORMATIONAL PURPOSES ONLY AND NOT PROVIDED AS MEDICAL ADVICE.

THE LAB, Total Wellness Empowerment or the Heath Practitioner or Fitness Practitioner, DO NOT ASSUME ANY LIABILITY FOR ANY HARM ARISING OUT OF PRODUCTS RECOMMENDED ALONG WITH ITS SERVICES, INACCURACIES OR MISSTATEMENTS ABOUT PRODUCTS, WHETHER BASED ON MANUFACTURER INFORMATION, THIRD PARTY INFORMATION, VIBRANT USERS' INFORMATION OR ON RATINGS AND ASSESSMENTS GENERATED BY VIBRANT. YOU SHOULD

CAREFULLY READ ALL INFORMATION PROVIDED BY THE MANUFACTURERS OF THE PRODUCTS, WHETHER ONLINE OR ON THE ACTUAL PRODUCT PACKAGING AND LABELS, INCLUDING NUTRIENT CONTENT, INGREDIENTS, FOOD ALLERGEN AND CONTACT INFORMATION, AND HEALTH CLAIMS, BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A PRODUCT, PLEASE CONTACT THE MANUFACTURER DIRECTLY.

INFORMATION ON THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR THE ADVICE PROVIDED BY A QUALIFIED AND LICENSED HEALTHCARE PROFESSIONAL. YOU SHOULD NOT USE INFORMATION ON THE SERVICES FOR THE DIAGNOSIS OR TREATMENT OF A HEALTH PROBLEM OR DISEASES. YOU SHOULD ALWAYS CONSULT YOUR HEALTHCARE PROVIDER BEFORE MAKING ANY DIETARY OR NUTRITIONAL CHANGES.

Lab testing does not demonstrate absolute positive and negative predictive values for any disease state or condition. Its clinical utility has not been fully established.

The Lab validates the accuracy and precision of the testing but not of its clinical or diagnostic value. So these tests are for wellness and informational purpose only. The Lab is actively doing clinical research on these samples, deidentified from patients under an IRB and will make research publications towards the same as and when the clinical utility is well established.

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IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT, THE LAB, Total Wellness Empowerment or the Health/Fitness Practitioner DISCLAIMS ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICES.

Client Signature: _____ Date: _____