

DXRX User Terms

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Introduction to DXRX

Welcome to **DXRX – The Diagnostic Network®** (“**DXRX Network**” or “**DXRX**”), a purpose-built SaaS platform providing access to precision medicine solutions and Collaboration Opportunities for multiple stakeholders.

DXRX enables you to collaborate with a global network of industry-leading service partners comprising people from laboratories, pharmaceutical, diagnostic and data science industries. We are dedicated to facilitating an online B2B marketplace where you can access reference materials, knowledge, and market research insights; access, receive, post, and respond to Collaboration Opportunities; access and utilize various proprietary, integrated data-enabled service tools, and much more!

The DXRX Services may not be accessed for the purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

1. **DXRX User Terms:** These general terms (“**DXRX User Terms**” or “**Terms**”) constitute a legally binding agreement between the DXRX User (as defined below) and Diaceutics and governs the DXRX User’s use of DXRX.

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A BUSINESS ENTITY (SUCH AS THE COMPANY YOU WORK FOR) OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO REPRESENT AND BIND SUCH BUSINESS ENTITY TO THESE TERMS IN WHICH CASE “DXRX USER”, “USER”, YOU” OR “YOUR” WILL REFER TO THAT ENTITY (OTHERWISE, SUCH TERMS REFER TO YOU AS AN INDIVIDUAL). IF YOU DO NOT HAVE SUCH AUTHORITY, OR DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND WILL NOT RECEIVE DXRX SERVICES VIA DXRX.

These Terms together with our Related Terms shall apply to your DXRX access from the earlier of (i) your initial access to any DXRX Services; (ii) the date upon which you register on DXRX; or, (iii) execution of an Order Form incorporating these Terms by reference (“**Effective Date**”) until terminated in accordance with the terms of the Agreement.

Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of these Terms.

2. **Related Terms** are:

- (a) [Acceptable Use Policy \(AUP\)](#);
- (b) [Privacy Statement](#);
- (c) [Cookies Policy](#);
- (d) [Data Processing Addendum \(DPA\)](#);
- (e) [DXRX Support Policy](#); and,
- (f) [DXRX Security Policy](#).

3. **Provision of Purchased Services; Free Services and Free Trial:** Diaceutics will make Purchased Services, Free Services and Free Trials available to you via an Order Form (and subject to any Additional Terms) which along with these Terms and the Related Terms shall form your Agreement.

4. **Additional Terms:** By accessing certain DXRX Services, you may be subject to Additional Terms (which may be service-specific or user-type-specific) which may include fees and charges. For example, the terms and conditions applicable to DXRX Services other than solely access to DXRX e.g. insights solutions, engagement solutions and advisory solutions are separate from these Terms and are available at links under [DXRX Terms](#).

5. **Third-Party Supplier Services:** If you are a service provider supplying Third-Party Supplier Services to Diaceutics via DXRX or pursuant to a Collaboration Opportunity or otherwise, the relevant Third-Party Supplier Terms will apply. The Third-Party Supplier Services to be supplied by you to Diaceutics will be as described in the relevant Order Form (including any additional terms incorporated into an Order Form).

6. **Modifications:** We may modify any of these Terms (including any Related Terms or any Additional Terms) from time to time. Where we make material changes, we will endeavor to provide you with notice by available means to give you the opportunity to review the changes. Modifications will not be retroactive but will take effect automatically as of the effective date specified and your continued use of DXRX from the effective date constitutes your acceptance of them. You may be required to re-accept them the next time you log in. We are entitled to make any changes to the specification, functionality, and features of DXRX at our sole discretion but will use reasonable efforts to provide notice to you where appropriate.

7. **Conflict:** In the event of any conflict or inconsistency between any provision (or part thereof) in the following documents, the order of precedence shall be as follows, but only to the extent necessary to give validity to that provision (or part thereof) without affecting the validity of the remaining provisions:
- (a) **Offline Agreement;**
 - (b) **Related Terms;**
 - (c) **Order Form;**
 - (d) **Additional Terms; and,**
 - (e) **these Terms.**

DXRX registration process

8. **Registration:** To gain DXRX access, you shall be required to register online and create your profile. The information that you provide shall be verified internally and Diaceutics may decide, at its discretion, whether you qualify as a DXRX User. You must comply with all requests we may make for proof of identity and business references. Diaceutics reserves the right to decline any DXRX User application for any reason. The DXRX Network and DXRX Services are not for use by anyone under the age of 18 ("Minimum Age"), however, if law requires that you must be older in order for Diaceutics to lawfully provide the DXRX Services to you without parental consent (including using of your Personal Data) then the Minimum Age is such older age. You will only have one DXRX Account, which must accurately reflect your real name along with your place of work details. Creating a DXRX Account with false information is a violation of these Terms. You may also be registered by executing an Order Form pursuant to these Terms in advance of attaining your DXRX Login. NOTE: your profile pages can be viewed by other DXRX Users. If you have concerns over such viewing access, please contact help@dxrx.io immediately.
9. **DXRX Login:** Upon successful registration, a DXRX Account will be activated and a unique DXRX Login will be issued. The DXRX Network has been created and developed to provide a secure environment for DXRX User interaction, data management and analysis. You acknowledge that security of DXRX is critical, and you agree to help us to maintain the security and integrity of the DXRX Network by ensuring that you:
- (a) maintain system security, keep log-in and security passwords and authentication processes strictly confidential and under no circumstances share or disclose the same to unauthorized persons or systems;
 - (b) do not obtain, attempt to obtain, use or attempt to use the password of anyone else;
 - (c) follow the law and our list of Do's and Don'ts set out in our [Acceptable Use Policy](#);
 - (d) immediately report to Diaceutics, any unauthorized use that fails to comply with the criteria at (a) and (b) above in this clause in the event that such use does not meet this security criteria.

As between you and others (including your employer), your DXRX Account belongs to you. Diaceutics may access your DXRX Account (i) to respond to technical problems, (ii) in connection with maintaining the DXRX Service and the development of new features and improvements, (iii) in connection with DXRX Services (including Collaboration Opportunities) (iv) at your request, and/or (v) to comply with legal or contractual requirements.

10. **Visitors:** Registered users of DXRX are DXRX Users and those visiting DXRX who do not have a DXRX Account can solely browse limited sections of DXRX only as a "Visitor".

Support

11. **DXRX Support Policy:** We will provide the level of support for the relevant DXRX Service(s) set out in our [DXRX Support Policy](#). If you have any support inquiries or wish to provide any feedback, please do so directly to help@dxrx.io.

Our obligations and warranties

12. Subject to clause 33, we warrant to use commercially reasonable endeavors to:
- (a) ensure that the DXRX Services will be provided with reasonable skill and care;
 - (b) prevent the introduction of Viruses or similar harmful materials into DXRX;
 - (c) avoid materially decreasing the overall functionality of any Purchased Services; and,
 - (d) correct reported non-conformities (or provide a workaround solution) at no charge to you. Such correction or substitution constitutes your sole and exclusive remedy.

These warranties shall not apply to the extent that any non-conformance is caused by your use of the DXRX Services contrary to any DXRX User Terms.

User obligations and warranties

13. You warrant, represent, and undertake:
- (a) that you have the legal power and authority to validly enter into, bind and comply with these Terms;
 - (b) to provide us with all necessary co-operation and any such access to information as may be required by us in order to provide the DXRX Services to you;
 - (c) to operate your business in respect of your use of DXRX and the DXRX Services in accordance with applicable laws (including privacy/data protection and anti-bribery), codes, regulations and/or guidance of any governmental, non-governmental or other regulatory organization, and good industry practice;
 - (d) to carry out all DXRX User responsibilities in a timely and efficient manner. Diaceutics shall have no liability to you for any delay or deficiency to the extent resulting from your acts, errors or omissions and may choose to adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (e) to obtain and maintain all necessary licenses, consents, and permissions necessary to permit us (including our contractors, agents, partners) to perform our obligations under the Agreement (including in respect of Contribution Content submitted by you);
 - (f) to ensure that your network and systems comply with any minimum specifications made known to you by us from time to time; and,
 - (g) to be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centers as operated by our server hosting provider, and all problems, conditions, delays, delivery failures and all other loss or damage arising from, or relating to, your network connections or telecommunications links (or caused by the internet).
14. **Your Content:** You are solely responsible for the accuracy, content, and legality of Your Content. You represent and warrant that Your Content and its submission by you (or pre-populated by us on your behalf but verified by you) and its use by us in accordance with these Terms will not violate any laws, any third-party Intellectual Property Rights, privacy, publicity, or other rights, or any of the terms applicable to your Agreement with us. To the extent that Your Content contains any intellectual property ("**Submitted IP**"), you warrant that you are the owner of such Submitted IP, or that the owner of such Submitted IP has granted you permission to use it consistent with the manner and purpose of your use and as otherwise permitted by us and that you will indemnify Diaceutics for all claims resulting from your Your Content. You further represent and warrant that all Your Content complies with the [Acceptable Use Policy](#). Other than our express obligations under these Terms, we assume no responsibility or liability for Your Content, and you are solely responsible for Your Content and the consequences of submitting and/ or using it with the DXRX Services.

Data Protection

15. **Data Protection Law:** Both you and Diaceutics shall comply with Data Protection Law.
16. **User Data:** In relation to your **User Data** in respect of which you engage with us as a professional DXRX User, we are a data controller. For complete details of our processing of Personal Data including, but not limited to, the purpose(s) for which your Personal Data is used, the legal basis for using it (including any exemptions), details of your rights and how to exercise them, please refer to our [Privacy Statement](#) (including our [Cookie Policy](#)).
17. As a data controller in respect of your **User Data** (where applicable), you:
- (a) represent and warrant that you have obtained all necessary permissions and authorizations necessary to permit us to process any Personal Data contained within such content, execute our rights or to perform our contractual obligations;
 - (b) shall ensure that you are entitled to publish it on or via DXRX so that we may lawfully process it; and,
 - (c) shall ensure that the relevant persons have been informed of such processing if required by Data Protection Law.
18. **User Comms; Contribution Content:** To the extent that we might process Personal Data comprised within your communications that take place between DXRX Users on DXRX (or your Contribution Content), we process it on your behalf and only to the extent necessary to enable us to provide the DXRX Services to you and only in accordance with the [Data Processing Addendum](#) hereby incorporated into and forming part of the Agreement.
19. **Security:** We implement and maintain security measures designed to protect Your Content from unauthorized access, destruction, use, modification, or disclosure. See our [DXRX Security Policy](#). We shall not be responsible for any loss, destruction, alteration, or disclosure of Your Content including the Personal Data comprised therein caused by any third-party (except those third parties sub-contracted by us to perform DXRX Services related to services such as data hosting, maintenance, and back-up). If we lose

or damage Your Content, your sole and exclusive remedy shall be for us to use reasonable commercial endeavors to restore it from the latest maintained back-up.

Confidential Information

20. Except to the extent that any Confidential Information:
- (a) is or becomes publicly known (through no fault of the recipient); or,
 - (b) is, when received, already known by the recipient; or,
 - (c) is independently obtained by the recipient in circumstances in which they are not prevented from disclosing it to others; or,
 - (d) was independently developed by the recipient without use of or reference to the Confidential Information;
- the recipient shall keep in strict confidence for the duration of five (5) years from the disclosure (or in the case of trade secrets, for as long as such information remains a trade secret under applicable law), all Confidential Information that has been disclosed to it by the discloser, its employees, consultants, agents, or subcontractors. The recipient shall only disclose such Confidential Information to those employees, consultants, agents, and subcontractors of the recipient of its Affiliates who need to know it for the purpose of discharging the recipient's obligations under the Agreement and/or in connection with the DXRX Services ("Permitted Recipients") and shall ensure that such Permitted Recipients comply with the obligations of confidentiality as though they are a party to the Agreement. The recipient may also disclose such Confidential Information as is required to be disclosed by law, any governmental, administrative, or regulatory authority or by a court of competent jurisdiction provided that (i) any such disclosures are to the minimum extent possible; and, (ii) the recipient, to the extent permitted by law, provides notification to the discloser that is reasonably prompt under the circumstances, and reasonably cooperates in the discloser's efforts to seek an appropriate protective order, confidential treatment, or similar remedy limiting the subsequent use and disclosure of any information required to be disclosed. The parties acknowledge that some or all of the Confidential Information may constitute "inside information" for the purposes of the UK Market Abuse Regulation, the EU Market Abuse Regulation and/or any equivalent regulation in a relevant jurisdiction (together, the "**Market Abuse Regulations**") and/or "price sensitive" information for the purposes of the AIM Rules for companies issued from time to time by the London Stock Exchange (the "**AIM Rules**"). The Permitted Recipients must ensure that their use of the Confidential Information is not in breach of any legal and/or regulatory requirement including, but not limited to, the Market Abuse Regulations and/or the AIM Rules. This clause 20 shall survive termination howsoever arising and shall supersede any non-disclosure agreement by and between the parties (whether entered into before, on or after the Effective Date) subject to the order of precedence set out at clause 7 (Conflict).

Proprietary rights

21. **User Comms; Contribution Content:** As between you and Diaceutics, you retain all ownership and rights in these including any Submitted IP arising therein. You grant to:
- (a) Diaceutics Group, in respect of User Comms and Contribution Content, an irrevocable, perpetual, non-exclusive, worldwide, sublicensable right, to copy, use, reproduce, publish, display, modify or adapt (without changing the meaning of your expression), translate, create derivative works from and/or incorporate the same into other works in any form, media, or technology, to the extent that this is necessary to enable Diaceutics Group to provide the DXRX Services to you or to prevent or address service or technical problems therein, or as may be required by law, without any further consent, notice and/or compensation to you or others; and,
 - (b) other DXRX Users, in respect of User Comms (and Contribution Content as applicable), an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up right to access the shared User Comms to the extent they are made accessible by DXRX Users through DXRX and to reproduce, distribute, prepare derivative works of, display, and perform the same to the extent permitted by the functionality of DXRX.
22. **Ownership of the Diaceutics Materials and DXRX Services:** With the exception of the grant of a non-exclusive, non-sublicensable, non-transferable, revocable, and limited right granted to you to access and use DXRX and Diaceutics Materials accessible on it, solely for your internal business, all content, the selection and arrangement of such content on DXRX constitutes Diaceutics Materials and is either owned by, or licensed to, Diaceutics Group and is subject to copyright, trademark rights, and other Intellectual Property Rights. DXRX Services are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". Any third-party trade or service marks present in Diaceutics Materials are trade or service marks of their respective owners.
23. **Business profile and Marks:** You may choose to register on DXRX to access Deliverables. Your business profile on the DXRX directory page is only visible to other registered DXRX Users. It comprises the official business name and address only and is searchable by name or country/region to enable other registered

community members to see the breadth of the developing community. You may choose to add your Mark(s) (and short business description). In such cases, Diaceutics may use your Marks on <https://www.diaceutics.com/> and/or <https://www.drx.io/> (i) in such general listing; (ii) for marketing and promoting DXRX in conjunction with your DXRX User profile; or (iii) as reasonably necessary to perform any DXRX Services. You grant to Diaceutics Group a non-exclusive, worldwide, royalty-free license, to use and display your Marks in accordance with this clause. Upon your written request to help@drx.io, Diaceutics shall remove any such Marks from DXRX and, to the extent commercially and practicably feasible, from Diaceutics' marketing materials. Other than the foregoing, Diaceutics shall not otherwise use your Marks or make any claim of specific endorsement unless permission is specifically granted by you in writing, and Diaceutics shall consult you in the preparation of any press release or other similar communication that mentions or implies a relationship between us. Any goodwill derived from the use by Diaceutics of your Marks shall accrue to you.

24. **Feedback:** You are under no duty to provide any suggestions, enhancement requests, or other feedback regarding DXRX or the DXRX Services ("Feedback"). From time to time, you may choose to submit Feedback. We may in connection with any of our DXRX Services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty, compensation, or restriction based on Intellectual Property Rights or otherwise. You hereby represent that your Feedback is not to be considered Confidential Information or proprietary, and nothing limits our right to independently use, develop, evaluate, or market any future DXRX Services, whether incorporating Feedback or otherwise.
25. **Third-Party Content:** Third-Party Content may be used by you at your election; however, we do not endorse such Third-Party Content or accept any responsibility for any such content and cannot therefore guarantee, represent, or warrant that such content is accurate, legal and/or inoffensive or that it will not contain Viruses or otherwise impact your computer. By using Third-Party Content, you agree and understand that you may not make any claim against Diaceutics Group for any Losses whatsoever, resulting from, or in connection with, your use of such Third-Party Content.
26. **Monitoring:** We have the right but no obligation to monitor any of Your Content uploaded to DXRX. Nevertheless, if we deem such action necessary based on your (actual or suspected) violation of the Agreement, we may (with no liability to you):
 - (a) monitor, evaluate, analyze, edit, move or remove Your Content; and/or,
 - (b) suspend your access to DXRX and any DXRX Services.We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable.
27. **DXRX Partner Apps:** We may introduce to you one or more third party cloud applications, plugins and extensions (each a "**DXRX Partner App**" or "**App**") that are designed to interoperate with DXRX and the DXRX Service offerings. DXRX Partner Apps are not Diaceutics products and remain subject to the applicable terms of such provider ("**Vendor**"). Without limiting the disclaimers, restrictions or other provisions in these Terms, usage of DXRX Partner Apps are subject to the license or subscription terms, privacy policies and other applicable terms specified by that third party vendor ("**Vendor Terms**"). Your Content submitted to or via the App may be used by the relevant Vendor in accordance with the Vendor Terms. **Diaceutics is not responsible for any access, use, transfer or security of data or information by third party Vendors or by third party Apps, or for the security or privacy practices of any third-party Vendor or such Vendor's third-party Apps and third-party processors. You are solely responsible for your decision to permit any third-party Vendor or third-party App to access or use data to which you've granted access. To the extent that the terms pursuant to your Agreement conflict with the Vendor Terms, the Vendor terms shall prevail solely in relation to the relevant App.**

Termination

28. **DXRX Account termination by you:** You may choose to stop using DXRX and terminate your DXRX Account at any time for any reason. To do this, go to help@drx.io. If you terminate your DXRX Account, any DXRX Services being provided to you in accordance with an Order Form and subject to relevant Additional Terms shall cease to be provided by us subject to alternative offline arrangements being agreed as applicable.
29. **DXRX Account suspension or termination by us:** We reserve the right in our sole discretion to suspend or terminate your use of DXRX for any reason without notice, bar you from future use of DXRX and/or take appropriate legal action against you should you breach or violate the Agreement with no liability to you. You agree that any termination of your access to the Free Services may be without prior notice, and Diaceutics will not be liable to you or any third party for such termination.
30. The information you may have posted on DXRX or shared with other DXRX Users i.e. User Comms is not considered part of your User Account and may remain visible on DXRX after you delete your DXRX

Account. Your business entity name, to the extent it is public information, may still show up on DXRX search engine and/or landing page.

Liability

31. You hereby warrant, represent, and undertake to us that you shall comply with all your obligations set out under the Agreement.
32. As a DXRX User, you bear the legal risk and consequences associated with your actions or inactivity (as the case may be) and you shall indemnify and hold harmless Diaceutics Group on demand, and shall keep each of them fully and effectively indemnified against any and all Losses imposed on, incurred by or claims asserted against Diaceutics Group (other than and to the extent that any Losses arise directly from breach of the Agreement by Diaceutics Group or Diaceutics Group's negligence), arising out of or in connection with:
 - (a) any claims or disputes brought by a third party arising out of your use of the DXRX Services; and/or
 - (b) Your Content; and/or
 - (c) your submission or inclusion of Personal Data in breach of the Agreement; and/or,
 - (d) your infringing any third-party Intellectual Property Rights or other proprietary rights.

DXRX warranty disclaimer

33. DXRX OR THE DXRX SERVICES, ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU ASSUME SOLE RESPONSIBILITY FOR YOUR ACCESS TO AND USE OF DXRX AND FOR THE RESULTS OBTAINED AND CONCLUSIONS DRAWN FROM SUCH USE. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED. IN PARTICULAR, DIACEUTICS GROUP MAKE NO REPRESENTATION OR WARRANTY ABOUT DXRX OR THE DXRX SERVICES, INCLUDING OF NON-INFRINGEMENT, TITLE OR ANY IMPLIED TERMS RELATING TO SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY. IN PARTICULAR, DIACEUTICS DO NOT GIVE OR ENTER INTO ANY CONDITION, WARRANTY OR OTHER TERM TO THE EFFECT THAT THE OPERATION OF DXRX OR DXRX SERVICES WILL MEET SPECIFIC REQUIREMENTS AND DOES NOT WARRANT THAT YOUR USE OF DXRX OR DXRX SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WHILE DIACEUTICS ATTEMPTS TO HAVE DXRX AND DXRX SERVICES AVAILABLE AT MOST TIMES, DIACEUTICS DOES NOT GUARANTEE THAT THEY WILL ALWAYS BE AVAILABLE, OR THAT THEY WILL NOT BECOME UNAVAILABLE DURING USE. A DXRX SERVICE MAY BECOME UNAVAILABLE FOR A NUMBER OF REASONS, INCLUDING WITHOUT LIMITATION, DURING THE PERFORMANCE OF MAINTENANCE, BUG FIXES, EMERGENCY SITUATIONS AND/OR DUE TO TELECOMMUNICATIONS FAILURES. DIACEUTICS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF YOUR CONTENT OVER COMMUNICATIONS NETWORKS AND FACILITIES THAT WE DO NOT OWN, OPERATE OR CONTROL, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR CONTENT BEING LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS AND WE CANNOT GUARANTEE THAT UNAUTHORIZED THIRD PARTIES WILL NOT DEFEAT OUR SECURITY MEASURES.
34. TO THE FULLEST EXTENT PERMITTED BY LAW (AND SUBJECT TO CLAUSE 7 (CONFLICT)), DIACEUTICS GROUP, WILL NOT BE LIABLE IN CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OR DEPLETION OF PROFITS, BUSINESS, GOODWILL, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THE AGREEMENT.

Limitation of liability

35. DIACEUTICS GROUP WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS AGREEMENT FOR ANY AMOUNT THAT EXCEEDS \$100 USD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS PROVIDED UNDER THE AGREEMENT, DIACEUTICS GROUP SHALL NOT BE LIABLE TO YOU.

Dispute resolution

36. **Disputes:** All disputes between the parties arising out of or relating to the Agreement or the breach,

termination or validity thereof shall be referred by either party in writing, first to each party's authorized representative who shall endeavor to resolve the dispute within a period of ten (10) Business Days from the date of referral of the dispute to them. Failing resolution, the party's respective chief officers shall be informed who shall endeavor to resolve the dispute within a period of twenty (20) Business Days. If the dispute is still not resolved after service of such notice to the respective chief officers, the dispute shall be resolved in accordance with clause 42 (Diaceutics Entity, Governing Law and Jurisdiction).

General

37. **Assignment:** There are no third-party beneficiaries to your Agreement with us. You may not assign or transfer your Agreement with us (or your DXRX Account or access to DXRX or use of the DXRX Services) to anyone without the prior written consent of Diaceutics. Diaceutics shall be entitled to assign or subcontract any of its rights or obligations under the Agreement in whole or in part to its Affiliates or any third party without your consent.
38. **Enforceability:** If a court of competent jurisdiction over the Agreement between us finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of the Agreement.
39. **Entire Agreement:** Subject to clause 7 (Conflict), the Agreement constitutes the entire agreement between you and Diaceutics relating to your use of DXRX and the DXRX Service(s) and any other subject matter covered by the Agreement and supersede all prior or contemporaneous oral or written communications, proposals, agreements and representations. Except for an Offline Agreement, no provision of any standard purchase order terms generated by you will apply, supersede, or supplement the Agreement, and any such document will have no legal effect.
40. **Waiver:** If we don't act to enforce a breach of the Agreement, that does not mean that Diaceutics Group has waived its right to enforce the terms of the Agreement.
41. **Inadequacy of damages:** Without prejudice to any other rights or remedies that a party may have, the other party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of the Agreement by the defaulting party. Accordingly, the affected party shall be entitled to the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of the terms of the Agreement.
42. **Diaceutics Entity, Governing Law and Jurisdiction:** The Diaceutics entity entering into the Agreement, the address to which a DXRX User should direct notices under the Agreement, the law that will apply in any proceedings arising out of or in connection with the Agreement, and the courts that have jurisdiction over any such proceedings, depend on where the DXRX User is domiciled.

If the DXRX User is domiciled in:	Diaceutics entity entering into the Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
A country in Europe, the Middle East or Africa, other than the United Kingdom	Diaceutics Ireland Limited	Creative Spark, Clontygora Ct, Muirhevnamore, Dundalk, County Louth	Republic of Ireland	Dublin, Republic of Ireland
A country in Asia or the Pacific region	Diaceutics Pte. Ltd.	1 Harbourfront Avenue, #14-08 Keppel Bay Tower, Singapore 098632	Republic of Singapore	Republic of Singapore
United Kingdom	Diaceutics PLC	First Floor, Building Two, Dataworks at Kings Hall Health and Wellbeing Park, Belfast, County Antrim, Northern Ireland BT9 6GW	Northern Ireland	Belfast, Northern Ireland
The United States of America, Brazil, Canada, Mexico or a country in Central or South America or	Diaceutics Inc.	2001 US-46 Waterview Plaza, Suite 310, Parsippany-Troy Hills, NJ 07054	State of Delaware	State of Delaware

the Caribbean				
All notices must include an email copy to: legal@diaceutics.com				

43. **Language.** If we provide a translation of the English language version of the Agreement or any part thereof, the English language version will control if there is any conflict.
44. **Contacting Us:** For general inquiries, you may contact us online i.e., via chat and by email at help@dxrx.io. For legal notices or service of process, you must write to us at the relevant address set out in clause 42.

Definitions and interpretation

45. In these Terms (except where the context otherwise requires) the following words shall have the following meanings:

Additional Terms	refers to the additional terms and conditions that apply to certain DXRX Services.
Affiliate(s)	of a party means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise.
Agreement	means these Terms, the Related Terms and any Additional Terms (or Third-Party Supplier Terms) as applicable and any exhibits, schedules and addenda attached thereto.
Business Day	any day which is not a Saturday, Sunday, or public holiday in the UK.
Collaboration Opportunity(ies)	refers to an opportunity which is advertised by a DXRX User (or by Diaceutics on your behalf) or by Diaceutics on its own behalf on DXRX.
Confidential Information	information that is non-public, confidential, proprietary, or non-proprietary information, whether oral or written, disclosed (in whatever medium and whether directly or indirectly) and whether created, discussed, written, recorded, shared, or disclosed as from the Effective Date and/ or during the subsistence of the Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Examples of Confidential Information may include (but are not limited to) Order Forms, pharmaceuticals project proposals, any technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature, and results of any performance tests of the DXRX Services (including all characteristics and features of DXRX). For the avoidance of doubt, certain business profiles featured on DXRX, Contribution Content and User Communication are not Confidential Information.
Contribution Content	means any content, data, and information (e.g., assay information) that you post, upload, share, submit, or otherwise provide in any manner to or via DXRX (excluding User Comms), to Diaceutics, use with the DXRX Services and/or in relation to a Collaboration Opportunity which shall be governed in addition by relevant Additional Terms.
Data Protection Law	means any law, rule, regulation, decree, statute, or other enactment, order, mandate, or resolution, applicable to either party relating to data security, data protection and/or privacy, including: <ul style="list-style-type: none"> a. <u>Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (GDPR);</u> b. <u>the Data Protection Act 2018;</u> c. <u>the Privacy and Electronic Communications (EC Directive) Regulations 2003;</u> d. <u>the California Consumer Privacy Act of 2018 (CCPA);</u> e. <u>the Health Insurance Profitability and Accountability Act (HIPAA);</u> f. <u>the Federal Trade Commission Act (FTC);</u> g. <u>the Personal Data Protection Act 2012 (Singapore);</u> h. any other applicable law relating to the processing, privacy and/or use of personal data including security (as defined in herein), as applicable to either party; i. any implementing, derivative or related legislation thereof, rule, regulation, and regulatory guidance or codes of practice issued by any governmental authority with jurisdiction over either party (all as amended, extended, repealed and replaced, or re-enacted from time to time); and/or,

	j. any laws, regulations or otherwise that replace, extend, re-enact, consolidate, or amend any of the foregoing.
Deliverables	means any (licensed or assigned) output of the Purchased Services provided by Diaceutics to User as specified in an Order Form.
Diaceutics, we, us or our	means the relevant Diaceutics entity described in the “Diaceutics Entity, Notices, Governing Law and Jurisdiction” section
Diaceutics Group	means Diaceutics and its Affiliates.
Diaceutics Materials	refers to the following, including all Intellectual Property Rights therein (whether owned by Diaceutics Group or licensed to Diaceutics Group) and expressly excluding Your Content: (a) in respect of DXRX, all proprietary data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials and content comprised therein (which may or may not include Personal Data); and, (b) in respect of Deliverables pursuant to an Order Form, any proprietary (including licensed) data, content, information, techniques, materials, inventions, methodologies, technology and/or techniques, concepts, tools, ideas, models, software, procedures, documentation, know-how, processes and rights including Diaceutics’ pre-existing rights.
DXRX Account	refers to the online account accessible by way of a DXRX Login via DXRX.
DXRX Login	refers to the unique login credentials pertaining to your access to DXRX.
DXRX Network (or “DXRX”)	refers to Diaceutics’ proprietary software-as-a-service platform, DXRX – The Diagnostic Network® , from where the DXRX Services can be accessed by way of the DXRX Login.
DXRX Services	refers to all services and solutions that may be made available on or via DXRX. Certain DXRX Service(s) may be delivered outside of DXRX upon request and where possible.
Feedback	means comments, questions, ideas, suggestions, or other feedback relating to the DXRX Service.
Free Services	refers to those DXRX Services made available by us to you as set out in a relevant Order Form at no charge on or via DXRX as distinguished from Purchased Services or those provided pursuant to a Free Trial.
Free Trial	refers to a duration of one (1) month (unless otherwise agreed in writing which may be by way of an Order Form) during which a User is granted access to one or more DXRX Services at no charge for the purposes of evaluation prior to committing to Purchased Services.
Intellectual Property Rights	patents, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Losses	refers to liabilities, costs, expenses, demands, actions, liens, fines, third party claims, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses).
Marks	refers to the trade names, trademarks, service marks, corporate names, brands, symbols, designs, logos, or designs (whether registered or unregistered) used in connection with the DXRX Services to designate the origin or source of the goods or services of a DXRX User.
Offline Agreement	means the mutually negotiated offline legally binding agreement entered into between a Diaceutics entity and you (e.g., a master services agreement and its associated statements of work or single service/project agreement or advisor agreement excluding your standard purchase order terms).
Order Form	means an order form or document (made available offline or via an online portal on DXRX) specifying: (a) DXRX Services to be provided by Diaceutics to you, along with the applicable Deliverables, milestones, and fees, including any addenda and supplements thereto; or, (b) as applicable, Third-Party Supplier Services to be supplied by you (as service provider) to Diaceutics, along with the applicable Deliverables, milestones, and fees, including any addenda and supplements thereto.
Personal Data	as defined in the relevant Data Protection Law.

Purchased Services	refers to those DXRX Services purchased by a DXRX User pursuant to an Order Form, as distinguished from Free Services or those provided pursuant to a Free Trial. See https://www.diaceutics.com/service-descriptions
Related Terms	refers to the policies and other terms that may be applicable to the DXRX Services such as those listed above at clause 2 (including as amended, superseded, or replaced by Diaceutics from time to time).
Submitted IP	as referred to at clause 14.
Terms	refers to these DXRX Terms.
Third-Party Content	means any software (including machine images), hyperlinks, website links, data, text, audio, video, or images made available to you by any other DXRX Users on DXRX or in conjunction with DXRX Services.
Third-Party Supplier Services	refers to the services as described in the relevant Order Form supplied by you (in your capacity as the service provider) to Diaceutics, including but not limited to the supply of data, healthcare tools (diagnostics, devices, apps), curation of precision medicine technology, key opinion leader or scientific advisor services, consulting and/or other professional services, as applicable which may be delivered via and/ or outside of DXRX.
Third-Party Supplier Terms	refers to the Third-Party Supplier Terms, applicable if you are a service provider supplying Third-Party Supplier Services to Diaceutics.
User Comms	refers to communications between DXRX Users (or with us during any communications you may have with us regarding DXRX Services and/or Collaboration Opportunities facilitated via the interactive spaces (including via chat forums, live chats)) which may or may not include Personal Data pertaining to DXRX Users or other persons.
User Data	means information about you that you provide to us (or we populate on your behalf as verified by you) in connection with the creation, administration and/or management of your DXRX Account. For example, User Data includes registration information, names, business and user profiles, email addresses, phone numbers, mailing addresses, usernames, passwords, DXRX Account settings and preferences, and any billing information associated with your DXRX Account or DXRX Services.
Virus(es)	anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Your Content	refers to your Contribution Content, User Data and User Comms that are contributed by you (or populated by us on your behalf and verified by you).