



Progeny Family History Questionnaire

Terms of Use

These Terms of Use (“Terms”) govern your use of Progeny’s Family History Questionnaire Web Application (the “Application”). Please read these Terms carefully before accessing the Application. By accessing the Application, you acknowledge that:

- 1. You have read and understand all of the Terms;**
- 2. You agree to be bound by all of the Terms;**
- 3. The Terms are the legal equivalent of a signed, written contract between you and Progeny. If you do not wish to be or cannot be bound by all of these Terms, including, without limitation, the preceding acknowledgement, then you may not access or use this Application; and**
- 4. Your health care provider may have a contract with Progeny (“Contract”) containing terms that are different or conflict with these Terms. In the event of a conflict between the Contract and these Terms, the Contract will control. Please contact your health care provider if you have any questions regarding the Contract.**

Your Account

To obtain access to this Application, you are required to become a registered user by completing a registration form and establishing a unique user ID and password. When registering, you must provide true, accurate, and complete information about yourself as requested by the registration form. Such information may include your name, gender, date of birth, race, ethnicity, address, phone number, and email address. You are responsible to maintain and promptly update your registration data to keep it true, accurate, and complete.

You must keep your account and passwords confidential and may not authorize any third party to access or use the Application on your behalf. You may not use anyone else’s account at any time, with or without the permission of the account holder. If you are the “proband” (the starting point for a pedigree), you may have the ability to invite your family members to contribute data to your pedigree by sending them a link that will enable them to create their own accounts and contribute data to your pedigree by logging in with their own unique IDs and passwords. Third parties whom you invite to contribute data to your pedigree may be able to view data entered by you or any other third party to your pedigree. By inviting third parties to contribute data to your pedigree, you consent to the sharing of your pedigree and data with those third parties. If you have been invited by a family member to contribute data to his or her pedigree, information that you enter into his or her pedigree may be visible to the family member who is the proband, any other family members he or she invites, and the proband’s health care provider.

You must immediately notify Progeny if you suspect misuse of your account or believe your account credentials may have been compromised. To the extent permitted by applicable law, Progeny will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for losses incurred by Progeny or another party due to someone else using your account or password.

Your Personal Information

Through this Application, you may choose to provide personal information about your health history, prior genetic testing, your family, and your family’s health history (“Self-Reported Information”). Such

information may include whether you have been diagnosed with cancer, and if so, what type and when; what type and how many family members you have and their ages (or ages at death, if applicable), and their cancer history. Self-Reported Information will be visible to the health care provider or family member who invited you to register to use this Application. Self-Reported Information may also be visible to Progeny, who, as the provider of this Application, may need to provide administrative or troubleshooting support to the health care provider who is using this Application in the treatment of you or the proband. Progeny abides by the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations in handling and storing Self-Reported Information, which may include “individually identifiable health information” as defined by HIPAA.

Privacy

Progeny is committed to protecting the privacy of all users of this Application. All information provided by you or collected by Progeny is governed by our Privacy Policy, which is incorporated herein by reference and available for viewing. Your continued use of this Application constitutes your agreement with our Privacy Policy, as applicable.

Security

The security of any data you submit via this Application is very important to us. This Application uses password protection and encryption technology, and conforms to requirements of the Health Information Portability and Accountability Act of 1996 (“HIPAA”), and we regularly review our security practices to help ensure that your data is maintained securely. If we learn of suspicious activity involving a user account or user data, Progeny has the right to immediately suspend access or terminate a user account. No system, however, can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Moreover, when you transmit information via the Internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us.

No Medical Advice

The information contained in this Application is provided as a public service by Progeny. It is posted for informational and educational purposes only and is not intended to be a substitute for consulting a health care professional or obtaining professional medical advice, diagnosis, or treatment. We do not directly or indirectly practice medicine, render medical advice, or dispense medical services via this Application. Nothing contained in this Application should be intended to be a medical diagnosis or treatment directive or recommendation. Progeny does not recommend or endorse any specific physician, product, procedure, opinion, service, or other information that may be mentioned or linked to through the Application. Reliance on any information provided by Progeny, employees of Progeny, or other users of the Application is solely at your own risk.

No Warranty

Progeny makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through this Application. Although we make reasonable efforts to include accurate and up-to-date materials in this Application, any information presented in the Application as of a particular date may only be accurate as of such date and Progeny disclaims any responsibility to update such

information. You are responsible for verifying any information before relying on it. Progeny makes no representations or warranties that use of the Application will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that any content you obtain from the Application is free of viruses. THE INFORMATION ON THIS APPLICATION IS PROVIDED SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. PROGENY HEREBY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION IN THIS APPLICATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL, WRITTEN, OR IN OTHER FORM.

Changes to These Terms

Progeny may revise or modify these Terms from time to time, in which case they will be presented to you the first time that you login to the Application after such modifications have been made. If you disagree with these Terms, your sole remedy is to discontinue your use of this Application. Any use of this Application by you after such notice shall constitute acceptance of the changes.

Limitation of Liability

PROGENY SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN THAT IS BASED ON THE INFORMATION PRESENTED IN THIS APPLICATION. PROGENY EXPRESSLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE APPLICATION, EVEN IF PROGENY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE APPLICATION, THE INABILITY TO USE THE APPLICATION, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE APPLICATION. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THIS APPLICATION, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS APPLICATION.

Indemnification

You agree to indemnify, defend, and hold Progeny and its directors, officers, employees, agents, and contractors harmless from and against any and all claims, damages, losses, costs (including, without limitation, reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; or (ii) your activities with respect to this Application.

Prohibited Conduct

In using this Application, you may not do the following or assist another in doing the following:

- Attempt to gain unauthorized access to any portion or feature of the Application;
- Probe, scan, or test the vulnerability of the Application or any network connected to the Application;
- Use any device, software, or routine to interfere with the proper working of the Application or with any other person's use of the Application;
- Impersonate a person or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Progeny on or through this Application;
- Use this Application to disclose or obtain another person's personal information, or collect information about users of this Application;

- Use any automated system, such as, but not limited to, “robots,” “spiders,” “page scrape,” or “offline readers,” that access this Application in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Transmit or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment;
- Use the Application in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Progeny;
- Upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, gender identity, or any other statutorily protected status; or
- Violate any applicable laws or regulations or these Terms.

Intellectual Property

All information, communications, software, photos, text, video, graphics, music, sounds, images, and other materials in this Application (collectively, “Content”) are the property of Progeny, unless otherwise indicated, and are protected by copyright, trademark, and other intellectual property laws. Progeny enforces its intellectual property rights to the fullest extent permitted by law. The Content in this Application may not be distributed, downloaded, modified, reused, reposted, or otherwise used, except that you may view, use, and download a single copy of this Application for your informational, non-commercial use. Except as provided herein, no Content in this Application may be copied, downloaded, or stored in a retrieval system for any other purpose, nor may you redistribute the Content, incorporate the Content into your own site or written materials, or create derivative works for any purpose, without the prior written permission of Progeny.

Governing Law & Venue

You agree that any dispute relating to this Application will be resolved according to the laws of the State of Florida, without regard to conflict of law rules. You agree that the courts of the State of Florida have exclusive jurisdiction over any legal proceedings arising out of or related to your use of the Application.

Severability

If any part of the Terms is determined by a court of competent jurisdiction not to be enforceable for any reason, this will not affect the validity of the other parts of the Terms, which will continue to be in full force and effect.

Entire Agreement

You acknowledge that these Terms represent the entire agreement between you and Progeny with respect to this Application, and that no other representations or promises, verbal or otherwise, will affect these Terms.