

Terms and Conditions

Effective 6/4/2017

Last updated 6/28/2017

By purchasing from Re:point and using the Diet Genius, you are agreeing to the terms listed below.

By using dietgenius.io, you agree to having your genomic sample analyzed, to providing that information to Re:point, and to that data's use in conjunction with a lifestyle survey, Fitbit data, or any other information either publicly available or voluntarily shared with Re:point.

Definition of Terms

CLIA: The Clinical Laboratory Improvement Amendments. CLIA rules govern how labs (like the Helix lab, where your sample is processed) function and run. CLIA rules are federal and apply throughout the US.

Diet Genius: A product developed by Re:point, Inc., which allows the user to connect their genetic data from the Helix platform with the activity/diet tracking and gene analysis functions developed by Re:point to discover genomic and lifestyle traits for weight management.

Genetic Information: Your sequenced DNA. Our genomic testing partner, Helix, derives it from your saliva sample and stores it, the relevant portion of which is accessed by Re:point for the purpose of offering the end-user the Diet Genius product.

Re:point: The developer and owner of the Diet Genius software.

Helix: Helix is a marketplace of DNA-powered products that'll help you and your family live healthier, happier, and stronger. Simply sequence your DNA once and unlock a variety of products across a range of categories, including fitness, nutrition, health, family, and more. From profound insights to just-for-fun discoveries, Helix is here to help you live a fuller life.

Self-Reported Information: Other details about you that aren't a part of your DNA. It may include details about your health, family tree, lifestyle, and behaviors.

Scope of Terms & Conditions

Unless we indicate otherwise, these Terms & Conditions apply to your use of the websites which are owned or operated by Re:point, Inc. ("Repoint.io") and our affiliates (collectively, "we," "us," or "our"), including, without limitation, this website (dietgenius.io) and any other website that we may own or operate currently or in the future (collectively, our "Website"). For purposes of these Terms & Conditions, "affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, dietgenius.io, including, without limitation, Re:point, Inc. ("Re:point").

Terms & Conditions — In General

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, (I) restricting the time the Website is available, (II) restricting the amount of use permitted, and (III) restricting or terminating any user's right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third- party for any termination or cancellation of your access to, or use of, our Websites. From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

Becoming a Registered User

There is no cost to become a registered user of our Website. You do not have to become a registered user to use this Website. However, if you do not register, you may be precluded from using certain products, offerings, features, or resources of our Website. If you elect to become a registered user of our Website, you agree to provide us with true, accurate and complete information about yourself ("Registered User Data"), and to maintain and promptly update the Registered User Data and any other information you provide to us, to keep it accurate. Without limiting any other provision of these Terms & Conditions, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Website (or any portion thereof). You agree not to assign, transfer or sublicense your rights as a registered user of this Website. You further agree not to register for more than one account, create an account on behalf of someone else, or create a false or misleading identity on this Website.

Links

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held

responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

Password and User Security

If you are a registered user of this Website, you are entirely responsible for maintaining the confidentiality of your password and user account information. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

Health Disclaimer

This Website provides weight loss management information and content published over the Internet and is intended only to assist users in their personal weight loss efforts. Re:point is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment. You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen. This Website is intended for use only by healthy adult individuals. The Website is not intended for use by minors, pregnant women, or individuals with any type of health condition. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

Medical Information

At this time we are in no way, shape, or form providing medical advice. The information we provide with our Diet Genius is for research, educational, and informational use only.

To the fullest extent permissible by law, Re:point Inc. holds no liability and assumes no risk for any health-related decisions clients may choose to make in reference to the data provided.

Not for use in New York State

This product is not available in the state of New York.

Privacy

By using Re:point.io, you agree that your de-identified survey information and genomic data may be used per our privacy policy <https://dietgenius.io/pdf/Privacy%20Policy.pdf>

By using Re:point.io, you further agree that your contact information may be used to send you information about new products, deals, and news at Re:point. You may permanently opt-out of such alerts at any time.

Refund Policy

Refunds are generally not available upon the activation of an account in the Diet Genius app after genomic data is connected. Refunds are only available either:

- In instances where the Diet Genius app is bundled with Helix's genomic testing, before delivery of genetic results and when Helix has offered a refund, or
- When any defect with the app is present and is not resolved for the client within five business days.

Any refund given outside of the aforementioned circumstances is at the sole discretion of Re:point.

Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES: THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER RE:POINT, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THIS WEBSITE OR ANY FUNCTION CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY PRODUCT, OFFERING, CONTENT AND MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL. NEITHER RE:POINT, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THIS WEBSITE OR ANY WEBSITE OR WEBSITES LINKED TO THIS WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE; OR (F) ANY OTHER MATTER RELATING TO OUR WEBSITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR WEBSITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEBSITE, OR WITH ANY OF THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, hold harmless and, at our option, defend Re:point and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

Governing Law and Choice of Forum

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed only in the state or federal courts located in Wake County in the State of North Carolina and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Miscellaneous Terms

In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions, together with the Subscription Agreement (if applicable), are the entire agreement between you and us relating to the subject matter herein. If you are a subscriber to one of our online subscription offerings or products, in the event of any conflict between these Terms & Conditions and the Subscription Agreement, the Subscription Agreement shall control. These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.