

**GemmaBio.com**  
**Terms and Conditions of Use**

This website, GemmaBio.com (“the Website”), is wholly owned and operated by Systems Biology Research Group, LLC (“SBRG”) whose address is 6702 N. Sheridan Road, Chicago, Illinois, USA 60626. SBRG provides the Website to you (“you” or “the User”) under the following Terms and Conditions of Use (the “T&Cs”) to which you agree, in their entirety, by using the Website. If, at any time, you do not agree to the T&Cs, you must cease your use of the Website immediately. Further, any violation of any portion of these T&Cs and your obligations hereunder may result in SBRG preventing a User from accessing the Website, or certain portions thereof, along with SBRG pursuing any other available remedies under law or equity.

**User Responsibilities & Obligations**

As a User of the Website, you are responsible for maintaining the confidentiality of your access information, any related purchasing data, and any patient information. You agree that your billing information will be accurate and complete. You further agree that you will fulfill your payment obligations related to any purchase or transaction made through the Website. Moreover, you warrant and represent that any and all use of your patient data, whether through input to or output from the website, complies with any rule, regulation, or law that may apply to or in your or your patient’s territory.

By your use of the Website, you warrant and represent that the information that you entered upon registration was true and accurate. Should any element of such registration information change—including but not limited to—your practitioner licensing information or status, you represent that you will update the information in your User account on the Website. Should your license to practice in any applicable territory lapse, be rescinded, be revoked, or otherwise terminate, you agree to notify SBRG of such and cease all use of the Website. Moreover, by registering and accepting these T&Cs, you warrant and represent that you are qualified and authorized to provide all patient information as well as properly analyze, interpret, and assess any results and data (regarding any such patient) as provided by SBRG via the Website. Accordingly, you agree, without limitation, that SBRG is not responsible for the accuracy of any User’s interpretations, diagnoses, or treatments resulting from results presented in reports provided through the Website.

As a User, you agree that any data you enter including but not limited: (i) patient biomarkers or related patient data; (ii) any patient-related diagnostics or classifications; or (iii) any patient status related to the patient’s condition (collectively, your “Submissions”) related to your interaction with the Website or any results relating to a patient shall be true, correct, and accurate. You further agree that your Submissions shall comply with the Website’s requirements related thereto including, but not limited to, your inclusion of a designation in keeping with the International Classification of Disorders 10 (the “ICD”) and/or other future nosologic systems and that such designations are accurate. Failure to do so may result in SBRG suspending your account unless and until your Submissions comply with the Website’s requirements including, but not limited to, those related to the ICD. Should you not comply with this obligation or any other required by the Website, SBRG may suspend your account without any refund of any monies previously charged.

**User Information & Privacy**

SBRG does not sell a User's information provided through the Website. Any email, text, or other applicable subscription to an SBRG or Website service or access may be cancelled by the User at any time. Should you have any difficulty in doing so, please contact SBRG through the "Contact Us" page or at [admin@gemmabio.com](mailto:admin@gemmabio.com).

The Website and any related SBRG services will comply with all applicable country, state, or territory laws, rules, and regulations regarding privacy with respect to any particular User. For example, if you are located in the European Union or European Economic Area, SBRG will maintain your data in keeping with the General Data Protection Regulation. Similarly, if you are located in California, USA, SBRG will comply with the California Consumer Privacy Act.

SBRG and the Website operate within the United States of America. As such, SBRG and the Website must and shall comply with the United States' Health and Insurance Portability and Accountability Act ("HIPAA") of 1996 and any related privacy provisions and requirements. By using the Website, you warrant and represent that your usage thereof shall not violate any provision of HIPAA, in addition to any applicable rule, regulation, or law of any territory that may apply to you or your patient.

You acknowledge and agree that SBRG may analyze and use your patient's data—including, but not limited to, your Submissions—for research purposes subject to SBRG complying with any HIPAA privacy rules and regulations by de-identifying and anonymizing any such patient data, *e.g.*, by stripping any individual patient's Protected Health Information ("PHI"). SBRG warrants and represents that it does not and shall not disclose any PHI. However, SBRG reserves the right to utilize aggregate, de-identified, and anonymized patient data, including that of your patients, for the purposes of research, publication, and securing future intellectual property rights. You agree that all such de-identified and anonymized PHI data shall belong solely to SBRG.

If required by law, rule, or regulation of a governing or applicable territory, SBRG may be required to disclose your patient's PHI. Under such circumstances, SBRG agrees to comply with all relevant requirements of any applicable law, rule, or regulation including, if necessary, notifying you as the User.

### **Intellectual Property**

Any content on the Website ("the Materials") is either the property of, or licensed to, SBRG and protected under trademark, copyright, or other applicable intellectual property protection. No User has any right, transferred or implied, to record, reproduce, distribute, publish, or otherwise infringe (commercially or otherwise) the Materials or any related intellectual property rights owned by, or licensed to, SBRG or any third party.

### **Cookies, Etc.**

The Website and related emails and communications may use "cookies," "beacons," "pixels," or similar technology to track your interactions with the Website or receipt of and response to emails. Such tools are used to improve a User's experience with the Website and response to communications. SBRG will never sell data related to these technologies.

### **Disclaimer**

By using the Website, you agree that the Website is solely intended for the purposes of trained medical professionals. No Materials or any other aspect of the Website has been reviewed, evaluated, cleared, or approved by the United States Food and Drug Administration or any similar governing or regulatory agency or entity of any territory. Any discussion, presentation, or

suggestion of treatments, standard or non-standard, found in the Materials, are no more than illustrative or educational and are not intended as advice for treatment of any patient or condition. As such, you hold SBRG harmless from your or any User's interpretation or applied use of the Materials. SBRG without limitation disclaims any and all liability related to any User's use of the Materials, whether for diagnosis, treatment, or any other activity.

TO THE EXTENT ALLOWED BY LAW, THE WEBSITE AND ANY RELATED MATERIALS OR SERVICES ARE PROVIDED BY SBRG "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE INCLUDING, BUT NOT LIMITED TO, PATIENT TREATMENT.

AS A USER OF THE WEBSITE, YOU AGREE THAT SBRG WILL NOT BE LIABLE TO YOU OR ANY RELATED THIRD PARTY FOR ANY LOSS OR DAMAGES RELATED TO YOUR USE OF THE WEBSITE, ANY RELATED MATERIALS OR SERVICES, OR YOUR RELIANCE ON THE ACCESSIBILITY OR CONTENT OF THE WEBSITE. AS SUCH, SBRG SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES TO ANY USER OR ANY USER'S PATIENT, WHETHER BASED IN TORT, CONTRACT, STATUTORY, OR OTHER LAW OR PRINCIPLE IN EQUITY.

#### **Choice of Law and Venue**

User agrees that these T&Cs, any related agreement, and the use of the Website are governed by the federal laws of the United States and, thereafter, by the laws of the State of Illinois without regard to any conflict of law provisions. Any legal action or proceeding relating to SBRG, the Website, or these T&Cs shall be brought in the United States District Court for the Northern District of Illinois unless that Court is found to lack jurisdiction in which case the Illinois State Circuit Court, closest to SBRG's then primary business address, shall be the proper and exclusive forum.

#### **Issues or Concerns**

Should you have any issues or concerns with these T&Cs, the Agreement, or overall use of the Website, please use the "Contact Us" page or send an email to [contact@gemmabio.com](mailto:contact@gemmabio.com).

Version 1.0; Last Updated September 20, 2022