

GemmaBio.com
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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 or client data, whether through input to or output from the website, complies with any rule, regulation, or law that may apply to you, your patient, or your client in both your or your patient’s or client’s territory or jurisdiction.

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 Should your license to practice in any applicable territory or jurisdiction lapse, be rescinded, be revoked, or otherwise terminate, you agree to notify SBRG of such and cease all use of the Website to the extent that it further use of the Website would violate licensure or practice laws, rules, or regulations.

Moreover, by registering and accepting these T&Cs, you warrant and represent that you are qualified and authorized to provide all patient or client information as well as properly analyze, interpret, and assess any results and data (regarding any such patient or client) 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 or analyses provided through the Website.

As a User, you agree that any data you enter including but not limited to: (i) patient or client biomarkers or related patient or client data; (ii) any patient- or client-related diagnostics or classifications; or (iii) any patient or client status related to the patient’s condition (collectively, your “Submissions”) related to your interaction with the Website or any results relating to a patient or client 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 nosology 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 and will not sell a User's information provided through the Website, including without limitation that of the Submissions or any data relating to any User's patient or client information including analyses. SBRG only saves anonymized data which it maintains indefinitely.

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.

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, as amended, 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, as amended, in addition to any applicable rule, regulation, or law of any territory that may apply to you or your patient or client.

You acknowledge and agree that SBRG may analyze and use your patient's or client'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 or client 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 and analyze aggregate, de-identified, and anonymized patient data, including that of your patients or clients, 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 entity or territory, SBRG may be required to disclose your patient's or client'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.

User Subscriptions

The subscription pricing model is strictly for individual Users. Sharing of subscription accounts or benefits is prohibited.

All Users must maintain a credit card on file with SBRG in order to utilize the analysis services of GemmaBio.com.

Student Subscriptions: If a User is enrolled in a live, eligible SBRG course and selects and pays for a bundle that includes a student GEMMA subscription during the SBRG course, such User may be charged at a discounted rate—solely determined by SBRG—for the purchase of the User's patient or client analyses. The Student Subscription is active only during the period of time that the related, live SBRG course is active. As such, any applicable User can only activate

the Student Subscription during the SBRG course. Neither activation nor the use of a student subscription and its benefits shall be available once the SBRG course has completed.

Sponsored Subscriptions: Certain third parties may purchase group subscriptions on behalf of such third parties' members, students, enrollees, constituents, or applicable individuals. All such Sponsored Subscriptions require any applicable User to use GemmaBio.com on an individual basis and these T&Cs shall apply to any applicable User regardless of the entity which purchased the Sponsored Subscription.

SBRG through GemmaBio.com may, from time to time, offer promotions relating to subscriptions and analyses. If a User selects such a promotional offer, the User's subscription may be further prorated in a manner that governs other subscription terms and/or portions of these T&Cs. Notwithstanding the foregoing, a User having a Student Subscription or Sponsored Subscription cannot change such User's subscription level during the applicable time period of the Student Subscription or Sponsored Subscription.

Subscription and Non-Subscription Payment Options

The subscription payment options may include one or more of the following:

- **Pay-as-you-go:** Payment required for each instance of analysis requested by the User. User's credit card will be charged at full price for each instance.
- **Month-to-Month Subscription:** Recurring automatic payments charged monthly.
- **Annual Subscription:** Recurring automatic payments charged annually.
- **Overages:** Any usage exceeding the monthly subscription allowance will be automatically charged to the User's credit card on file.

Patient Invoicing Option

If the User selects the Patient Invoicing Option:

- The User's patient or client shall pay the full or prorated amount for an analysis or analyses depending on whether the User has pre-registered for a subscription plan that provides a discount or the User has selected the pay-as-you-go option.
- All payments are processed by Stripe or other financial transaction processors on behalf of SBRG when the User selects patient (including client) invoicing. These third party providers of financial services are responsible for the maintenance and storage of credit card and customer (patient, client or User) information.
- If the User has a pre-registered subscription and is within the allotted amount of monthly allowed analyses, the collected amount paid by the patient or client shall be credited to the User's account, excepting credit card processing and administrative fees which SBRG shall retain.
- Any credit applied to User's account is non-fungible and non-transferrable, and can only be applied to future analyses whether through a pre-existing subscription or pay-as-you-go service. No User's credit shall be available for the purchase of any non-analytical service or product through GemmaBio.com.
- Any credits applied to User's account shall be applied by SBRG to any future amounts due from User prior to additional charges being made to User's credit card.

- Any applicable credits resulting from the Patient (or client) Invoicing Option shall expire twelve months after such credits are available but unused by User.

Subscription Policies

Unused subscription allowance for analyses do not roll over to the next monthly or annual period.

Any User may purchase additional analyses at that User's associated subscription level discount.

No prorating will be applied for any already-paid month or year.

No refunds will be issued for unused portions of a paid subscription period.

Subscription Upgrades and Downgrades

Subscription plans can be upgraded at any time:

- **Monthly Subscriptions:**
 - Can be upgraded to a higher subscription level, downgraded to a lower subscription level, effective at the beginning of the next monthly payment period.
 - Can be canceled at any time, effective at the conclusion of the monthly billing cycle.
 - Can be upgraded to an annual subscription when this option is available, effective at the beginning of the next monthly payment period.
- **Annual Subscriptions:**
 - Can be upgraded to a higher annual subscription level. The new annual term will begin on the day of the upgrade, and any unused portion of the original subscription will be prorated and subtracted from the price of the new plan.
 - Can be downgraded to a lower annual subscription level. The new annual term will begin at the end of the current 1 year billing cycle.
 - Can be canceled at any time. The annual subscription will end at the end of its 1 year billing cycle.

Subscription plans can be downgraded, but the downgrade will only take effect at the end of the current, paid-up subscription period. No refunds will be issued for any remaining time in the current subscription period.

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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.

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