

Terms of Service:

This agreement governs the terms of service between the client (referred to as the “client”), who is desirous of seeking Positive Bioscience’s testing , both direct and through partners or affiliates or other services, and Positive Biosciences Ltd. (referred to as “Positive Bioscience”).

1. Payments to Positive Biosciences Ltd. can be made cheque, demand draft, credit cards, cash, and NEFT. This list may not be exhaustive, payments options may change from time to time, and not all options are available in all areas
2. Remittance can be made By cheque/ Demand Draft drawn in favour of **POSITIVE BIOSCIENCES LIMITED**
3. Payments by cheque require at least 3 business days for clearance
4. Direct Deposit / Bank Wire Transfer Deposit the amount at your nearest HDFC Bank in our accounts HDFC BANK A/C No 50200002777361 [IFSC Code:HDFC0000143]
5. Credit card payments will incur an additional 2% processing charge for Visa/Mastercard and 3% for American Express on the total invoice amount
6. Cash payments can be made in most major cities within India but is generally not available elsewhere
7. Service Tax exemption and excluded for services provided by DIGNOSTICS. LABORATORIES VIDE SERVICE TAX NOTIFICATION No. 25/2012-Service Tax dated 20-06-2012
8. Reports will not be issued until the invoice is fully paid and money is realized in our bank account. Note: there are delays between paying payment (including cash, cheque, etc. and realization in our bank account)
9. Money paid against an invoice is valid only for that particular invoice and may not be transferred to another person or another test
10. Testing will begun only after sample is collected and money is paid and received by Positive Biosciences Ltd.
11. Payments made against an invoice are bound by terms presented here and all payments made by the client to Positive Bioscience with regards to it’s testing or service must be made against a specific invoice from Positive Bioscience only
12. An invoice is valid for three weeks only and Positive Bioscience at it’s sole discretion may reject any payment made to an invoice after three weeks. The pricing listed on an invoice is valid only for the duration of the invoice and Positive Bioscience at it’s sole discretion may offer the same pricing or may change the pricing
13. Sample must be collected within 6 months of invoice date else test will not be performed and any payment made against the invoice is forfeited. In case the test is no longer available Positive Bioscience may perform a similar test at it’s sole discretion
14. No refund will be given under any circumstance except sample failure (applicable for cancer patients only. See clause sample failure clause)

15. If sample fails quality control Positive Bioscience will collect another sample at no additional cost within most regions in India. For other regions there may be additional logistics charges. If sample continues to fail or no additional sample is available we will deduct Rs. 10000 as processing fee and refund the balance. (applicable for certain tests for cancer patients only)
16. Certain samples may bear an additional charge for collection at Positive Bioscience's sole discretion
17. Any payment made to Positive Biosciences Ltd. means the paying client fully agrees to all the terms and conditions presented here. These terms may be updated from time to time and clients fully consent to updated terms
18. Test results may be only interpreted and used by the treating physician only. Results cannot interpreted directly by clients. Positive Bioscience holds no liability whatsoever for the use of any tests
19. The client is aware certain tests are not diagnostic and fully consents to this including all it's implications
20. Positive Bioscience at it's sole discretion may issue updates to reports from time to time and the client consents fully to the same
21. The client represents any biological specimen given to Positive Bioscience, for direct or indirect testing, is not infectious. The client further acknowledges any and all legal responsibility for an infectious biological specimen is the sole responsibility of the client and holds Positive Bioscience harmless for the same. If a sample is found to be infectious, Positive Bioscience at it's sole discretion, will destroy the sample and the client will not be eligible for a refund
22. In case the sample is found to be infectious, the client further fully agrees to indemnify Positive Bioscience to: enhanced costs in handling the infectious biological specimen including but not limited to it's disposal and all made against Positive Bioscience from any party (for example the courier company or laboratory or Positive Bioscience employees handling the sample) in relation to the infected sample
23. The client understands that all testing performed through Positive Bioscience directly, indirectly or through a partner or affiliate of Positive Bioscience, is complex and does have a small scope for errors. In case an error is found the client agrees Positive Bioscience and/or it's partners and/or affiliates will be held harmless and cannot pursue charges for the same
24. There may be a possibility that the findings of the Test may be un-interpretable or of unknown significance. (including but not limited to Variants of Unknown Significance or VUS). The client fully understands this and acknowledges Positive Bioscience and/or it's partners and/or affiliates may or may not report these findings
25. The client understands that the biological specimen may be shared with a laboratory, employees of Positive Bioscience, independent consultants, logistics companies, partners or affiliates who will help Positive Bioscience perform the necessary testing and gives consent for the same

- a) The client further understands that the aforesaid purpose involves appointment of a recognised carrier agency (e.g. courier company/transport agency) for the physical transmission of my biological specimen to the recipients specified above. The client hereby consents for the transfer of my biological specimen using the services of a carrier agency. In case the client's sample is lost in transit, the client agrees not to hold Positive Bioscience and/or its partners and/or affiliates responsible and may take no legal action. In case of delays in transit due to logistics partners Positive Bioscience assumes no responsibility whatsoever
- b) In cases where the client is arranging logistics Positive Bioscience's responsibilities start on receipt of sample. Positive Bioscience is not responsible for clearing customs or any issues prior to the sample reaching Positive Bioscience
- c) The client understands that the data related to my biological specimen and/or any test or report done through Positive Bioscience may be hosted on servers located within or outside India. For this purpose, Positive Bioscience may have to share data related to my biological specimen and/or any test performed including but not limited to the final report with data hosting agencies located within or outside India. The client hereby gives my consent for the transfer of such data. The website on which the data related to my biological specimen is to be hosted shall have security control measures; however there is a possibility although meagre that, the website on which my data is hosted may be hacked or that my data is used in an unauthorised / illegal manner by a third party. In such event, Positive Bioscience will not be liable for such hacking or unauthorised /illegal use of such data

26. Retention of sample and research:

- a) The client understands and agrees that Positive Bioscience and/or its partners or affiliates may de-identify and retain the client's biological specimen or share the biological specimen with pharmaceutical companies or researchers. The client understands that no compensation will be given nor any funds will be forthcoming due to any inventions resulting from research and development using the biological specimen. The client can request Positive Bioscience to return the sample (applicable to certain sample types only, which does not include blood or saliva samples) once the testing, either direct or through a partner or affiliate, has been completed. The sample will be returned or not at the sole discretion of Positive Bioscience and the client may or may not be charged logistics and handling fees at the sole discretion of Positive Bioscience. The client further understands that samples can be fully consumed during the testing process
- b) The client understands and agrees that Positive Bioscience may de-identify me and transfer the report with third parties for commercial or non-commercial gain. The client understands that no compensation will be given

- nor any funds will be forthcoming due to such transfer of the client's biological specimen and/or data including but not limited to final reports
- c) If the client requests return of the sample(s) sent for testing Positive Bioscience will ship the sample to the client within 15 business days of the request. The client understands the sample may be fully consumed during testing and fully agrees Positive Bioscience cannot be held responsible for the same. Blood and saliva samples cannot be returned
27. The client is aware that any test ordered through Positive Bioscience may be funded by research
28. The client agrees that Positive Bioscience and/or its partners and affiliates may anonymize the client's name and use the final report or any data collected while testing and use the same for internal or external research and development, discussions or presentations, including but not limited to publications in scientific forums and any other forms of media
29. If the biological specimen given to Positive Bioscience is from a researcher and it's not the direct sample(s) of the researcher, the client and the researcher both consent to all terms presented here and it's the responsibility of the researcher to obtain consent from the client to whom the sample belongs, and Positive Bioscience makes no representation and assumes no liability for the same. There may be alternate terms required in which case written approval must be taken from Positive Bioscience prior to receipt of samples (applicable for research samples only and does not apply for clinical testing)
30. In clinical testing raw data, in-process data and other intermediate data will not be shared. Only the final report will be shared
31. Every effort is made to give reports of tests within the quoted timelines. However, in rare cases, tests may be delayed. The client agrees Positive Bioscience and its partners or affiliates assume no responsibility whatsoever for any delays
32. In cases of unusual events including but not limited to natural disasters, unavailability of testing materials, unavailability to logistics services, or other factors it's possible testing may be seriously delayed. The client agrees Positive Bioscience and its partners or affiliates assume no responsibility whatsoever in these events
33. The client fully understands and agrees that Positive Bioscience and/or its partners and affiliates buy various materials needed to run testing including but not limited to test tubes, chemicals, re-agents, library preparation kits, flowcells, DNA/RNA extraction kits, etc. from third party vendors. Positive Bioscience cannot be held responsible for defects in these materials which may alter the test results
34. Testing offered directly or indirectly by Positive Bioscience may or may not cover international guidelines recommendations (for example NCCN for cancer). Additionally, even if the test does for guidelines, there is a chance the

test may not cover the most recent guidelines. The client understands and fully agrees to these points.

35. While collecting and filling information related to filling testing information, including but not limited to the client's name, age, gender, date of birth, etc., every effort is taken to ensure accuracy. However, in rare instances, information can be incorrectly captured or reflected in a test. The client understands this and agrees to hold Positive Bioscience and its partners or affiliates harmless in this event
36. When Positive Bioscience publishes or markets a gene-list with certain tests (either direct testing or testing carried out by its partners or affiliates) the client is fully aware that only certain points amongst the genes ("hotspots") may be tested and not the whole gene. The client is fully aware that different tests are performed on a gene and Positive Bioscience makes no representation for which type of test(s) (for example mutation testing vs gene expression testing) may be performed. Positive Bioscience does not have to reveal its methodologies in detail even if directly asked for by the client or the client's physician as this information may be confidential to Positive Bioscience or its partners or affiliates and may choose to answer at its sole discretion
37. The client understands given the nature of the testing carried out by Positive Bioscience and/or its partners and affiliates signatures on reports may not be from a pathologist and bioinformaticians or geneticists or graduates from related fields may sign the reports. The client fully agrees to this and agrees to hold Positive Bioscience harmless
38. The client understands reporting formats are updated and revised from time to time and holds Positive Bioscience and/or its partners and/or affiliates harmless for any changes in reporting format. Additionally, Positive Bioscience's marketing material may reflect a reporting format different than what the client will receive at its sole discretion
39. The client recognises that there are cases where the treating physician and/or the client can ask for specific information to be added, edited, deleted, or otherwise altered in the final report, however, Positive Bioscience and/or its partners and/or affiliates may or may not carry out this request at its sole discretion
40. The client will at all times deal with Positive Bioscience staff in a professional manner regardless of circumstance. The client will not come to Positive Bioscience's places of business without a written approval from Positive Bioscience
41. The client fully understands that pricing quoted either on Positive Bioscience's website or other marketing materials, is for illustrative purposes only, and may not represent the total amount due once a test or service is ordered. Furthermore, the client understands that prices can fluctuate and agrees not to hold Positive Bioscience responsible for any differences in rates. The client is also aware that Positive Bioscience Ltd. may partner with companies or hospitals

or other entities to resell its testing or testing available through Positive Bioscience. As stated above, the client understands any payment made to Positive Bioscience is not refundable (except in cases of repeated sample failure as stated above)

42. If the client orders Positive Bioscience's testing or services, either direct or indirect, through a partner or affiliate of Positive Bioscience, the client understands and fully agrees to terms presented here
43. As the tests and services available at Positive Bioscience Ltd. change from time to time Positive Bioscience Ltd. reserves the right to cancel a test, should it no longer become available. In this case, Positive Bioscience reserves the to fully refund the client, at its sole discretion
44. Prior to filing any legal notice against Positive Biosciences Ltd., the client must first write a written complaint, sent by registered post to Positive Biosciences Ltd.'s Corporate office. Following this there is a 3 month resolution period where the client will try to resolve the dispute with Positive Biosciences Ltd in good faith
45. All disputes subject to Mumbai jurisdiction and courts only
46. In case of any legal dispute between the client and Positive Biosciences Ltd. the client agrees the maximum fine imposed against Positive Bioscience's Ltd. is capped at 5% of the value of the payment made by the client against a specific test/invoice and the client is not entitled to any further compensation
47. Legal disputes and official complaints can only be made by the client's name listed on the invoice and cannot be made by anybody else including but not limited to clients family and friends
48. Making any payment against an invoice represents the client fully understands and agrees to all terms and conditions here. A signature from the client is not required. In rare cases, the client may receive these terms only after a payment, either partial or complete, has been made. In this case the client fully agrees to all terms presented here to carry on with testing.
49. If any term above is deemed unenforceable only that term will be affected and all other terms will remain active and in force