

# Trace Biomonitoring Terms and Conditions

## 1. Introduction

### 1.1 Parties

These Terms and Conditions ("Agreement") are entered into between Trace Biomonitoring, a company registered in England and Wales under [15094161], having its registered office at [7 Tichborne Way, Tongham, Farnham, England, GU10 1FS], hereinafter referred to as "the Company," and the user or customer accessing the services, hereinafter referred to as "User."

### 1.2 Acceptance

By accessing or using the services provided by Trace Biomonitoring, the User acknowledges having read, understood and agreed to be bound by the terms and conditions outlined in this Agreement.

## 2. Definitions

### 2.1 Company

Refers to Trace Biomonitoring, a molecular monitoring company based in the United Kingdom.

### 2.2 User

Refers to any individual or entity accessing the services provided by Trace Biomonitoring.

## 3. Services Offered

### 3.1 Description

Trace Biomonitoring provides molecular monitoring services, encompassing but not limited to the analysis and monitoring of biological samples, genetic material, and other molecular data. Detailed descriptions of specific services are available on the Company's official website and associated documentation.

### 3.2 Scope of Services

The scope of services may be subject to change, and the Company reserves the right to modify or enhance its service offerings with prior notice to Users.

### 3.3 Service Level Agreements

For certain services, the Company may enter into separate Service Level Agreements (SLAs) with Users, specifying additional terms, conditions, and performance metrics.

## 4. User Responsibilities

### 4.1 Compliance

The User agrees to comply with all applicable laws and regulations when using the services provided by Trace Biomonitoring. This includes, but is not limited to, adherence to ethical standards in the collection and submission of biological samples.

## **4.2 User Conduct**

Users shall conduct themselves in a professional and lawful manner when using Trace Biomonitoring's services, refraining from any activities that may compromise the integrity of the services or violate the rights of others.

## **5. Account Creation and Security**

### **5.1 Account Setup**

Users are required to create an account to access certain services. The User is responsible for providing accurate information during the account setup process and maintaining the confidentiality of their account credentials.

### **5.2 Access Controls**

Users are encouraged to implement appropriate access controls, such as strong passwords, multi-factor authentication, and regular account reviews, to enhance the security of their accounts.

## **6. Data Collection and Usage**

### **6.1 Privacy Policy**

The collection and usage of user data, including reference sample data, are governed by Trace Biomonitoring's Privacy Policy, available on the Company's official website. Users are encouraged to review the Privacy Policy to understand how their data is handled.

### **6.2 Consent for Data Usage**

Users explicitly grant consent for Trace Biomonitoring to collect, process, and use their data for the purpose of providing molecular monitoring services. The Company shall take reasonable measures to ensure the confidentiality and security of user data.

## **7. Intellectual Property**

### **7.1 Ownership**

Data generated and collected by Trace Biomonitoring from reference samples is considered part of the Company's intellectual property, unless an exemption is requested and agreed to by Company. Requests must be sent and received prior to commencement of a project in a formally written letter or email addressed to Company. The User acknowledges and agrees that the ownership of such data, including any insights or analyses derived from it, resides with the Company.

### **7.2 Licensing**

The User is granted a limited, non-exclusive, non-transferable license to use the results or reports generated through the services for their internal purposes. The license does not confer any rights to reproduce, distribute, or commercialize the reference sample data itself.

### **7.3 Data Security**

The Company shall implement reasonable measures to secure and protect reference sample data from unauthorized access, use, or disclosure.

## **8. Confidentiality**

### **8.1 Obligations**

Both the Company and the User agree to keep confidential any information obtained during the provision of services. This includes, but is not limited to, proprietary methodologies, processes, and any non-public information exchanged between the parties.

### **8.2 Exceptions**

Confidentiality obligations do not apply to information that is publicly available, independently developed by either party, or rightfully obtained from a third party without any breach of confidentiality.

## **9. Payments and Billing**

### **9.1 Pricing**

The pricing for Trace Biomonitoring's services is outlined on the Company's official website or communicated directly to Users. Users agree to pay for services in accordance with the terms provided, including any applicable taxes, VAT and applicable costs. Payments must be made within 30 calendar days of receipt of invoice, unless otherwise agreed.

### **9.2 Payment Methods**

Users are responsible for ensuring that valid payment methods are provided and that payments are made promptly. The Company reserves the right to suspend services for overdue payments and seek legal support in the event of unpaid invoices.

### **9.3 Fee Adjustments**

The Company may adjust its fees with reasonable notice to Users. Fee adjustments will not affect ongoing contracts under fixed pricing terms.

## **10. Termination of Services**

### **10.1 Grounds for Termination**

Trace Biomonitoring reserves the right to terminate services under specified conditions, including but not limited to:

- Breach of these terms and conditions
- Non-payment of fees
- Violation of applicable laws or regulations

### **10.2 Consequences of Termination**

Upon termination, the User shall promptly cease using the services, and the Company may delete or retain user data as specified in its data retention policy.

## **11. Dispute Resolution**

### **11.1 Resolution Process**

Disputes between the Company and Users will be resolved through negotiation, mediation, or as otherwise agreed upon by both parties. If resolution is not achieved, either party may pursue legal remedies as provided for in the governing law clause.

## **11.2 Legal Costs**

Each party shall bear its own legal costs associated with dispute resolution unless otherwise agreed upon in writing.

## **12. Limitation of Liability**

### **12.1 Liability Limits**

To the extent permitted by law, the Company's liability for any damages, whether direct, indirect, incidental, or consequential, arising out of or in connection with the services, shall be limited to the total fees paid by the User to the Company within the twelve (12) months preceding the event giving rise to the claim.

## **13. Governing Law**

### **13.1 Jurisdiction**

This Agreement is governed by the laws of England and Wales. Any legal actions arising out of or in connection with this Agreement shall be resolved in the courts of England and Wales.

### **13.2 Compliance with Laws**

Users agree to comply with all applicable laws and regulations governing the use of Trace Biomonitoring's services.

## **14. Modifications to Terms and Conditions**

### **14.1 Updates**

The Company reserves the right to update these Terms and Conditions. Users will be notified of any changes, and continued use of the services after the effective date of the changes constitutes acceptance of the updated terms.

### **14.2 Notification**

Notifications regarding updates to the terms and conditions may be communicated through email, website announcements, or other means as deemed appropriate by the Company.

## **15. Miscellaneous**

### **15.1 Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, whether written or oral, relating to the subject matter herein.

### **15.2 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.