

# Terms of Service

*Last modified September 12, 2017*

## Welcome to Segterra, Inc.

Segterra, Inc. (referred to as "Segterra," "GoalGetter," "InsideTracker," "we," "us" or "our") provides and makes available this website at [www.insidetracker.com/goalgetter](http://www.insidetracker.com/goalgetter) (the "website") and any related services (each a "service," and collectively the "services") according to this Terms of Service Agreement (the "Terms"). **By accessing, browsing or using the website or any services, you acknowledge that you have read, understood, and agree to be bound by these Terms. Please read them carefully. If you do not agree to and accept these Terms, you shall not access, browse or use the website.**

## Requirements

This website is for use by adults who are eighteen (18) years of age or older. Users under the age of eighteen (18) may not use the website. By using the website, you also submit that you are eighteen (18) years of age or older. You also agree that you will not use our website or the services for any purpose that is unlawful, unethical or in violation of these Terms.

## Additional terms

Your use of the services is also subject to any terms, policies or rules that we may post or provide a link to on the website. Segterra's Privacy Policy and our Informed Consent are the other terms that apply as of now. If in the future you agree to the Segterra Research Consent, its terms would also apply. All such terms, policies and rules are considered part of these Terms of Service and included by reference.

## Description of Services

Segterra's product, GoalGetter, is a web-based and software application mobile-based, genetic analysis plan. By analyzing your Genetic and Personal Information, GoalGetter gives you personalized insights related to healthy aging, diet and performance. These Terms apply to any use (i.e., web-based or mobile-based) of GoalGetter. GoalGetter includes the following things.

- Only adults age 18 and older may use the service
- You must create a GoalGetter account and answer a small number of questions about yourself.
- You must have your DNA sequenced by Helix.
  - After sequencing, Helix will send GoalGetter your DNA data for a set of genes related to healthy aging, diet and fitness. This data is a very small part of your complete DNA data.
  - GoalGetter analyzes your Genetic and Personal Information to produce your GoalGetter results.
  - GoalGetter alerts you when your results are ready and you can view them online.
  - The GoalGetter service does not provide any data on your ancestry.
  - The GoalGetter service does not provide specific medical advice. It is not a genetic diagnosis of disease and it does not identify any medical conditions.

You have chosen to use the GoalGetter services. Your DNA will be sequenced by our partner, Helix. **For specific privacy policies of Helix OpCo, LLC, please visit the Helix website.** The results of your DNA test and the GoalGetter analysis will be available to you online in the form of the GoalGetter service.

## Voluntary participation

Your use of the GoalGetter service is voluntary. It is your choice whether to participate or not. You may cancel the service at any time. If for any reason you believe that your use is anything but voluntary, please stop all use of the service.

## Procedures and protocol

As part of the process we will collect some details from you. These details will include contact information, age, sex, weight, height, exercise and other information about you.

Helix will provide GoalGetter with a small part of your genomic data. We receive only the data that is required for your GoalGetter analysis. Your genomic data will be analyzed using an expert system that produces a personalized report and recommendations. These materials will then be available online for you.

## No medical advice

The contents of our website, including any risk estimates or other reports generated by the services (collectively, "Your Report") and any other information, data, analyses, editorial content, images, audio and video clips, hyperlinks and references (collectively, "Content"), are for informational purposes only. The information provided by GoalGetter is for purposes of improving your wellness and fitness only. It is not intended to provide medical advice, diagnosis, or treatment. You should seek the advice of a doctor or other qualified health provider with whom you have such a relationship if you have questions regarding any medical or psychiatric condition or if you are experiencing any symptoms of or believe you may have any medical or psychiatric condition, regardless of any information contained within GoalGetter. You should not ignore professional medical advice or delay in seeking it because of GoalGetter analysis or recommendations. Furthermore, you should not interpret your GoalGetter recommendations or any other communications from Segterra as recommending any specific treatment plan, product or course of action. You should always consult your doctor or other qualified health provider before starting any new treatment or stopping any treatment that has been prescribed for you by your doctor or other qualified health provider.

Segterra does not provide allergy testing and no GoalGetter analysis should be interpreted as allergy testing.

PLEASE CALL YOUR DOCTOR OR 911 IMMEDIATELY IF YOU THINK YOU MAY HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY.

## Additional scope

We may incorporate different or additional technologies to collect or test data in the future. We may, at our sole discretion choose to re-analyze the genetic data we receive from Helix using any such different or additional technology. However, your purchase of GoalGetter does not automatically include any such different or additional technology, and we reserve the right to charge

you additional fees prior to processing your sample using any such different or additional technology. You may also need to submit a biological sample for processing on such different or additional technology.

## Your account

You will be required to create a user account with GoalGetter ("Your Account") in order to access certain portions of our website, purchase the services, and obtain GoalGetter information. You represent and warrant that the information you provide is accurate and complete and that you will promptly update Your Account if any of the information changes. We reserve the right to end your use of our website or the services if any information you provide is inaccurate or incomplete. We will ask you to create a username and password for Your Account. You are solely responsible for keeping your password confidential and for all uses of our website and the services with Your Account. You must immediately notify Segterra of any unauthorized use of Your Account. We may refuse to grant you a username or password that is already in use, impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion.

## Limitations on your use of the website

You agree not to do the following things.

1. You will not take any action that imposes an unreasonable load on the website's infrastructure.
2. You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the website or any activity being conducted on the website.
3. You will not attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the website.
4. You will not delete or change any material posted on the website by Segterra or any other person or entity.
5. You will not frame or link to any of the materials or information on the website.

## Limitations on the scope of our services

Segterra currently provides services in English only. However, Segterra support staff may be able to help find professional resources in your area.

## Privacy

Segterra recognizes the importance of privacy and respects your desire to store and access your information in a private and secure manner. Our Privacy Policy explains how we handle your Personal Information and your Genetic Information. Your Personal Information is data that could be used to identify you. Your Genetic Information is data related to your genotype for a specific set of genes. We are committed to providing you a secure, user-controlled website ([www.insidetracker.com/goalgetter](http://www.insidetracker.com/goalgetter) or the "website") for the use of our services (each a "service," and collectively the "services"). At the same time, you share responsibility for maintaining privacy and security. For example, we ask you to keep your password secure. Do not share it with any third parties. We encourage you to familiarize yourself with our [Privacy Policy](#). To use the services you must agree to the Privacy Policy.

We reserve the right to update our privacy and security policies and practices from time to time at our sole discretion.

Please refer to the Privacy Policy for more details about what information we collect and how we protect your information.

## Confidentiality

The information that we collect as part of the GoalGetter services will be kept confidential and will only be identified by an anonymous number. We will keep information about you as secure as possible. No one but Segterra's qualified staff or authorized partners will be able to see it. However, despite our best efforts, we cannot guarantee that your information will be 100% secure. The information will not be shared with or given to anyone without your written consent.

## Ownership and use of content

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## Modification or Suspension of Our Site

Segterra may at any time modify, discontinue, or suspend its operation of, or restrict access to, our website or the services, or any part thereof, temporarily or permanently, without notice to you.

## Third party websites

The website may contain information about, links to or advertisements for web sites operated by other parties (the "Third Party websites"). In addition, emails sent to users of this website may contain information about, links to or advertisements for Third Party websites. The information provided about, links to and advertisements concerning Third Party websites are provided for your convenience only. We do not control such Third Party websites and we are not responsible for the content and performance of these Third Party websites or for any transactions you may choose to conduct with the operators of any Third Party websites. Segterra is not responsible for the content of linked Third Party websites, sites framed within the website or third party advertisements on the website or in emails sent from this website and Segterra does not make any representations regarding their content or accuracy. Your use of Third Party websites is at your own risk and subject to the terms and conditions of use of such sites. You acknowledge that Segterra, Inc. shall have no liability for any damage or loss arising from your access to, use of or reliance on any third party site, software, data, or other information.

## Intended audience

Our website is maintained by Segterra, Inc. from its offices within the United States. Segterra makes no representation that materials in our website are appropriate or available for use in other locations. Those who choose to access this website or any services from other locations do so on their own initiative and are responsible for compliance with local or national laws, as applicable. The software, technology and other information from this website are further subject to United States export controls and, potentially, the import laws of your jurisdiction. No software, technology or other information from this website may be downloaded or otherwise exported or re-exported to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or otherwise prohibited by United States export control laws. By downloading or otherwise using any software, technology or other information from this website in any manner whatsoever, you represent and warrant that you are not on any such list or located in, under the control of, or a national or resident of any such country.

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## Limitation of liability

SEGTERRA ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON OUR SITE, THE GOALGETTER SERVICES, YOUR GOALGETTER REPORT OR OTHER CONTENT. YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH THEIR USE, INCLUDING ANY RELIANCE ON THEIR ACCURACY, COMPLETENESS OR USEFULNESS. IN NO EVENT WILL SEGTERRA, ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM THE USE OF, OR THE INABILITY TO USE, OUR SITE, THE SERVICES, YOUR REPORT OR OTHER CONTENT; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR GOALGETTER DATA, YOUR GOALGETTER REPORT, OTHER CONTENT OR ANY COMMUNICATIONS BETWEEN YOU AND SEGTERRA OR OUR SITE; LOSS OF OR DAMAGE TO YOUR BIOLOGICAL SAMPLE; THE STATEMENTS OR CONDUCT OF YOU OR ANY OTHER USER ON OUR SITE; OR ANY OTHER MATTER RELATING TO OUR SITE OR THE SERVICES. THESE LIMITATIONS WILL APPLY WHETHER OR NOT SEGTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states may not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

## Indemnification

You agree to indemnify, defend and hold harmless Segterra, its licensors, suppliers, and their respective directors, officers, employees, agents, affiliates, successors and assigns, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise from your use of our website, the services, Your GoalGetter services or other content, from your breach of these Terms, or from any data or communications you submit, post or transmit to or through our website. You agree to cooperate as reasonably required in the defense of any such claim. Segterra reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification under this section and, in any event, you agree not to settle any such matter without the prior written consent of Segterra.

## Procedure for making claims of copyright infringement

Segterra's agent for copyright issues relating to website is as follows:

General Counsel  
Segterra, Inc.

[contactus@segterra.com](mailto:contactus@segterra.com)

If you believe any content infringes your copyright, you may request that such Content be removed from our website by contacting Segterra's copyright agent and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work
- Identification of the material that you believe to be infringing and its location. Please describe the material and provide its URL or any other pertinent information that will allow Segterra to locate the material
- Your name, address, telephone number and email address
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you, made under penalty of perjury, that the information that you have supplied is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf
- A signature or the electronic equivalent from the copyright holder or authorized representative

## Applicable law

This agreement and the resolution of any dispute related to these Terms, our website, the services, your GoalGetter report or any other content shall be governed by and construed in accordance with the laws of Massachusetts, without regard to its conflicts of law principles. Any legal action or proceeding between Segterra and you related to this agreement shall be brought exclusively in a court of competent jurisdiction sitting in Middlesex County, Massachusetts, United States, and you agree to submit to the personal and exclusive jurisdiction of such courts.

## General

Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within this website. These Terms, together with any such other legal notices and terms on our website, our Privacy Policy and any Segterra Informed Consent that you have agreed to, constitute the entire agreement between Segterra and you pertaining to the subject matter hereof. Segterra may, at its sole discretion, periodically revise these Terms by updating this posting. You should periodically visit this page to review the current version of these Terms, so you are aware of any revisions to which you are bound. You will also be informed via a notice on the website of any such changes to the Terms.

If any provision of these Terms is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision and the remaining provisions of these Terms shall continue in full force and effect.

## Who to contact

You may contact us at [goalgetter@insidetracker.com](mailto:goalgetter@insidetracker.com) at any time.