

Portal Terms of Use

These Portal Terms of Use (“Terms”) govern access to and use of the online portal (the “Portal”) provided by Igenomix Spain Lab SLU, with registered address at C/ Narcís Monturiol Estarriol, 11 – Parcela B – Edificio Europark, Parque Tecnológico de Paterna, 46980 Paterna, Valencia, Spain (“Igenomix”).

By registering for, accessing, or using the Portal, each clinic, its authorized personnel, and each patient accessing their own test report (collectively, “Users”) agree to be bound by these Terms.

1. Purpose of the Portal

1.1 The Portal is provided for professional use as a secure digital interface to:

- submit and manage genetic test requests,
- access test reports and related documentation,
- enable secure communication between Igenomix, clinics, and patients.

1.2 The Portal is not intended for clinical decision-making without professional judgment, or non-professional purposes.

2. Roles and Responsibilities

2.1 Igenomix and each clinic act independently and retain responsibility for their own activities in connection with the Portal.

2.2 Nothing in these Terms creates a partnership, agency, joint venture, or fiduciary relationship between the parties.

2.3 Clinics are solely responsible for:

- determining which staff members are granted access,
- assigning appropriate access rights,
- ensuring compliance with applicable laws, professional obligations, and internal policies.

3. User Accounts and Access

3.1 Clinics shall designate authorized users through the applicable registration or onboarding process.

3.2 Access rights may include the following roles:

- Doctor / Embryologist, test requests and access to reports within the clinic scope,

- Nurse / Administrator, submission of requests on behalf of authorized clinicians,
- Superuser (where applicable), access across multiple clinics within a clinic group.

3.3 Each User must:

- use unique login credentials,
- keep credentials confidential,
- immediately notify Igenomix of any unauthorized access or security concern.

3.4 Patients may be granted limited access solely to view their own test reports and related information.

4. Acceptable Use

Users shall not:

- use the Portal for unlawful, non-professional, or unauthorized purposes,
- attempt to copy, modify, reverse engineer, or interfere with the Portal,
- share accounts or credentials with unauthorized persons,
- access data beyond what is required for their role.

Igenomix may suspend or restrict access where misuse or security risk is suspected.

5. Availability and Maintenance

5.1 The Portal is provided on an “as available” basis.

5.2 Igenomix may perform maintenance, updates, or upgrades which may result in temporary unavailability.

5.3 Igenomix does not guarantee uninterrupted or error-free operation.

6. Intellectual Property

6.1 All intellectual property rights in the Portal, including software, interfaces, content, and documentation, remain the exclusive property of Igenomix or its licensors.

6.2 No rights are granted other than the limited right to use the Portal in accordance with these Terms.

7. Data Protection and Privacy

7.1 Use of the Portal involves the processing of personal data, including health and genetic data, in accordance with applicable data protection laws.

7.2 Igenomix and clinics each act as independent data controllers for the personal data they process through Portal.

7.3 Each party is responsible for ensuring that its processing activities have a valid legal basis under applicable law and that appropriate information is provided to data subjects.

7.4 Further information on how personal data is processed, including data subject rights and security measures, is provided in the applicable privacy notices made available by Igenomix and by the clinic, respectively.

8. Security

8.1 Igenomix implements appropriate technical and organizational measures designed to protect the confidentiality, integrity, and availability of the Portal. Upon reasonable request, Igenomix may provide high-level information regarding such measures, subject to confidentiality and security considerations.

8.2 Users shall access the Portal only from secure systems and in accordance with applicable security requirements.

9. Data Incidents

9.1 Each party shall notify the other without undue delay, but no later than 72 hours if it becomes aware of a personal data breach or security incident affecting data exchanged through the Portal.

9.2 Each party remains responsible for fulfilling its own notification and remediation obligations under applicable law.

10. Retention

10.1 User account information is retained for as long as the account remains active and thereafter in accordance with applicable legal and operational requirements.

10.2 Patient test data is retained in accordance with applicable healthcare, laboratory, and regulatory requirements.

11. Liability

11.1 Igenomix shall be liable only for direct damage caused by gross negligence or willful misconduct in relation to the operation of the Portal.

11.2 Igenomix shall not be liable for:

- misuse of the Portal by Users,
- incorrect role assignments or access rights determined by clinics,
- indirect, incidental, or consequential damages.

11.3 Clinics remain fully responsible for the actions of their authorized users.

12. Termination and Suspension

12.1 Igenomix may suspend or terminate access to the Portal:

- in case of breach of these Terms,
- where required to protect security or data integrity,
- upon termination of the underlying business relationship.

12.2 Upon termination, access rights will be revoked and data handled in accordance with applicable law.

13. Governing Law and Jurisdiction

13.1 These Terms are governed by Spanish law, unless mandatory local law provides otherwise.

13.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Valencia, Spain.

*US / HIPAA Addendum (Limited Scope)

This US / HIPAA Addendum ("Addendum") applies only where a clinic or User qualifies as a Covered Entity or Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and its implementing regulations (collectively, "HIPAA"), and uses the Portal in connection with Protected Health Information ("PHI").

In the event of conflict, this Addendum prevails solely with respect to HIPAA-regulated matters.

1. HIPAA Roles

To the extent PHI is processed through the Portal on behalf of a clinic:

- The clinic acts as a Covered Entity or Business Associate, and
- Igenomix acts as a Business Associate solely for such limited purposes.

No broader Business Associate relationship is created.

2. Permitted Use of PHI

Igenomix may use and disclose PHI only to:

- operate and support the Portal,
- perform laboratory reporting and related services requested by the clinic,
- comply with applicable law.

3. HIPAA Safeguards

Igenomix shall implement safeguards consistent with the HIPAA Security Rule for PHI processed through the Portal.

4. HIPAA Breach Notification

Igenomix shall notify the clinic without unreasonable delay upon becoming aware of a confirmed breach of unsecured PHI, as defined under HIPAA.

5. Subcontractors

Where subcontractors may access PHI, Igenomix shall ensure they are bound by HIPAA-consistent obligations.

6. Survival

HIPAA-related obligations survive termination to the extent required by law.