

Generation Lab - Terms of Service - EU Portal

Version	1.0
Effective from	2026-10-06
Applies to	Generation Lab EU Portal, https://clinician.eu.generationlab.com/

These Terms of Service ("Terms") govern access to and use of the Generation Lab EU Portal (the "Portal"), operated by Generation Lab Inc. ("Generation Lab", "we", "us").

The Portal is used by clinics, practices and authorised professionals (the "Provider", "you") that have been issued access by Generation Lab or its authorised distributor.

By completing account setup, or by accessing or using the Portal, you confirm that you are authorised to accept these Terms on behalf of the Provider and that the Provider agrees to be bound by them.

1. Who we are

Legal entity	Generation Lab Inc.
Registered address	1701 Old Bayshore Highway, Burlingame, CA 94010, United States
US federal tax identification number (EIN)	93-1761203
General contact	eu-support@generationlab.com

Generation Lab Inc. is the provider of the BioNoise™ service and the operator of the Portal.

2. Scope of these Terms

These Terms govern only the Provider's access to and use of the Portal.

These Terms do not govern:

- (a) purchase of BioNoise™, which is governed by the applicable commercial agreement (provider agreement);
- (b) the Provider's obligations when offering BioNoise™ to Test Takers, which are governed by the Provider agreement;
- (c) the relationship between the Provider and an individual from whom a sample is collected (the "Test Taker");

- (d) the processing of personal data, which is governed by the applicable Privacy Notice and any applicable Data Processing Agreement.

The Portal is provided solely for professional use by authorised business users. No consumer or Test Taker is permitted to register for, access or use the Portal.

Access to the Portal is provided at no separate charge.

Generation Lab maintains a limited informational website in the European Union for the sole purpose of providing corporate information and publishing legally required documentation, including these Terms of Service, the Privacy Notice and other regulatory notices. The website does not facilitate the purchase or ordering of BioNoise™, and does not provide functionality for consumer account registration or access to the BioNoise™ service.

Any Generation Lab website addressed to users in the United States is not directed at users in the European Union, European Economic Area, or the United Kingdom, and no information appearing on it forms part of these Terms.

3. What the Portal provides

The Portal enables authorised Providers to:

- register Kit IDs;
- associate Kit IDs with Test Takers;
- monitor sample status;
- retrieve reports;
- view Test Takers.

BioNoise™ is a consumer wellness service. It analyses DNA methylation patterns in a blood sample and provides a comparative, age-related informational estimate for general wellness, personal awareness and healthy-lifestyle purposes. It is not intended to assess an individual's health status, physiological condition, biological function, ageing process, organ function or clinical state, it is not intended to diagnose, screen for, predict, prevent, treat or monitor any disease or medical condition, does not provide medical advice, and does not support clinical decision-making.

The Portal does not perform any analysis, and does not offer appointments, consultations or any other clinical or telehealth function.

Generation Lab reserves the right to modify Portal functionality where reasonably necessary to:

- comply with applicable law;
- improve Portal security;
- improve Portal performance;
- implement new functionality; or
- address technical issues.

Where reasonably practicable, Generation Lab will provide advance notice of material changes affecting Portal functionality.

4. Accounts and access

4.1 Eligibility

Portal accounts are available only to authorised personnel of an approved Provider.

Users must:

- be at least eighteen (18) years of age;
- act within the scope of their employment or professional engagement; and
- use the Portal solely for authorised BioNoise™ activities.

Generation Lab may refuse or revoke access where these eligibility requirements are no longer satisfied.

4.2 Account creation

Portal access is granted by invitation only. Generation Lab or, where applicable, its authorised distributor, will invite authorised users to establish their individual Portal accounts.

Self-registration is not available.

Each account:

- is personal to the named user;
- must not be shared;
- must not be transferred to another individual.

Shared or generic accounts are prohibited.

4.3 Provider Responsibilities

The Provider shall:

- ensure that Portal access is granted only to personnel who require access for authorised BioNoise™ activities;
- maintain accurate user information;
- promptly remove or request removal of Portal access for any user who:
 - leaves employment;
 - changes responsibilities;
 - no longer requires Portal access;
- ensure compliance with these Terms by all authorised users.

The Provider remains responsible for all activities undertaken through accounts issued to its personnel.

4.4 Account security

Each authorised user shall:

- maintain the confidentiality of authentication credentials;
- use strong passwords;
- avoid sharing credentials with any other person;
- log out after completing each session where appropriate;
- immediately notify Generation Lab upon becoming aware of:
 - credential compromise;
 - suspected unauthorised access;
 - suspected misuse of the Portal.

Where made available by Generation Lab, multi-factor authentication must be enabled.

Generation Lab may suspend access where account security is reasonably believed to have been compromised.

4.5 Technical security

Generation Lab shall implement technical and organisational measures appropriate to the risks associated with operating the Portal, including appropriate access controls, logging, monitoring, backup procedures and vulnerability management.

Nothing in this Section guarantees uninterrupted availability of the Portal.

4.6 Security incidents

The Provider shall notify Generation Lab at eu-support@generationlab.com without undue delay after becoming aware of:

- unauthorised Portal access;
- loss or compromise of Portal credentials;
- suspected cybersecurity incidents affecting Portal information;
- accidental disclosure of Portal information;
- any personal data breach relating to information processed through the Portal.

The parties shall cooperate in investigating, mitigating and resolving security incidents affecting the Portal.

Sessions are terminated automatically after a period of inactivity.

5. Acceptable use

The Provider shall use the Portal only for legitimate business purposes connected with the provision of the BioNoise™ service and in accordance with these Terms, applicable law and any instructions issued by Generation Lab.

The Provider agrees not to:

- (a) use the Portal for any unlawful, fraudulent or unauthorized purpose;
- (b) use the Portal or any BioNoise™ report to diagnose, screen for, predict, prevent, monitor or treat any disease or medical condition, support clinical decision-making, or otherwise represent BioNoise™ as a medical device, in vitro diagnostic medical device or clinical diagnostic service;
- (c) submit inaccurate, misleading, incomplete or fraudulent information;
- (d) upload malicious software, malicious code or other harmful material;
- (e) interfere with, disrupt or impair the integrity, availability or security of the Portal;
- (f) attempt to gain unauthorized access to the Portal, associated infrastructure or any other Provider's information;
- (g) circumvent, disable or interfere with security measures implemented by Generation Lab;
- (h) use automated tools, bots, scripts or other automated means to access the Portal except where expressly authorised in writing by Generation Lab;
- (i) copy, reproduce, distribute or exploit Portal content except as expressly permitted under these Terms;
- (j) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, computational methodology, algorithms, reference dataset or underlying technology of the Portal except to the limited extent such activities cannot lawfully be restricted under mandatory applicable law;
- (k) permit any unauthorised person to access the Portal using their credentials;
- (l) resell, sublicense, lease, assign or otherwise make the Portal available to any third party without Generation Lab's prior written consent.

Generation Lab may investigate suspected misuse of the Portal and may suspend or terminate access where reasonably necessary to protect the Portal, its users or applicable legal rights.

6. Reports

Reports generated through BioNoise™ are made available exclusively to the Provider associated with the relevant Kit ID.

The Provider is responsible for determining how reports are communicated to the relevant Test Taker in accordance with applicable law.

A report relates only to:

- the specific sample received;
- the information available at the time of analysis; and
- the computational methodology applicable on the date the report was generated.

Generation Lab may correct, reissue or withdraw a report where it reasonably determines that an error or integrity concern has occurred, including errors relating to:

- sample identification;
- sample integrity;
- laboratory processing;
- computational processing;
- data transfer;
- report generation.

Where reasonably practicable, Generation Lab will notify the affected Provider without undue delay.

Upon notification that a report has been corrected, reissued or withdrawn, the Provider shall cease using any superseded report and shall take reasonable steps to ensure that only the current report is relied upon.

Generation Lab does not guarantee that reports will remain available indefinitely through the Portal. Reports will remain accessible for the applicable retention period specified in Generation Lab's EU Privacy Notice, unless a longer retention period is required by applicable law.

7. Intellectual property

The Portal, including its software, databases, computational methods, reference datasets, report formats, documentation, trade marks, logos, graphics, user interface and all related intellectual property rights are owned by Generation Lab or its licensors.

Nothing contained in these Terms transfers ownership of any intellectual property to the Provider.

Subject to compliance with these Terms, Generation Lab grants the Provider a limited, non-exclusive, non-transferable and revocable licence to access and use the Portal solely for the purposes described in these Terms.

Except to the limited extent required by mandatory applicable law, the Provider shall not:

- reproduce;
- modify;
- distribute;
- create derivative works from;
- publicly display;
- commercially exploit; or
- otherwise use

any part of the Portal outside the authorised use permitted by these Terms.

The BioNoise™ name, Generation Lab name, logos, branding and associated trade marks may not be used without Generation Lab's prior written consent.

Suggestions, comments or feedback voluntarily provided by the Provider regarding improvements to the Portal may be used by Generation Lab without restriction or compensation, provided that such use does not disclose confidential information belonging to the Provider.

8. Personal data

Personal data processed through the Portal is handled in accordance with the EU Privacy Notice and with applicable data protection law.

DNA methylation data and related information processed through the Portal constitute special category personal data under Article 9 GDPR and may include genetic data and data concerning health within the meaning of Articles 4(13) and 4(15) GDPR.

The Provider remains responsible for obtaining and documenting consent or other lawful basis required before collecting and submitting Test Taker information to Generation Lab in accordance with the Generation Lab's approved consent material.

Generation Lab has appointed representatives under Article 27 of Regulation (EU) 2016/679:

EU representative	Ria Pardeep, Workstreet, Bahnhofstraße 8, 30159 Hanover, Germany. ria@workstreet.com
--------------------------	--

These representatives are contacts for data protection matters only. Test Takers may exercise their rights under Regulation (EU) 2016/679, including access, rectification, erasure, restriction, portability and objection, using the process set out in the EU Privacy Notice.

9. Support and safety reporting

Questions, complaints and support requests may be sent to eu-support@generationlab.com.

Any accident, injury, safety issue or other incident connected with BioNoise™ should be reported without delay to eu-incidents@generationlab.com. This channel is available to Providers and to Test Takers.

10. Disclaimers and limitation of liability

Generation Lab provides the Portal with reasonable care and skill. Except as expressly stated in these Terms, and to the extent permitted by applicable law, Generation Lab gives no other warranty in relation to the Portal.

To the extent permitted by applicable law, Generation Lab is not liable for indirect, incidental or consequential loss arising from use of the Portal, and is not liable for any loss arising from use of the Portal or of a report for a purpose excluded under Section 5.

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for any liability arising under applicable product liability legislation, or for any other liability that cannot lawfully be limited or excluded. Nothing in these Terms limits or excludes any right that cannot be limited or excluded under mandatory consumer protection law.

11. Suspension and termination

Generation Lab may suspend or terminate Portal access where the Provider is in breach of these Terms, where required by law, or where necessary to protect the safety or integrity of the Portal.

The Provider may close its account at any time.

Closure of an account does not itself constitute a request for erasure of personal data. Erasure rights are exercised through the process set out in the EU Privacy Notice.

12. Changes to these Terms

Generation Lab may update these Terms. Material changes will be notified in advance and, where required by law, will take effect only on acceptance. Continued use of the Portal after a change takes effect constitutes acceptance of changes that are not material.

13. Governing law and disputes

These Terms, and any dispute arising out of or in connection with them, are governed by the laws of Ireland, without regard to its conflict-of-laws principles.

Generation Lab asks that any complaint be raised first at eu-support@generationlab.com so that it may be resolved directly. Where a dispute cannot be resolved in this way, it shall be subject to the exclusive jurisdiction of the courts located in Dublin, Ireland.

Nothing in this Section deprives a person acting as a consumer of the mandatory protections of the law of their country of habitual residence, or affects the right of a data subject under Articles 77 to 79 of Regulation (EU) 2016/679 to complain to a supervisory authority or bring proceedings in the courts of their own Member State in respect of their personal data.

14. Contact

General and support	eu-support@generationlab.com
Safety and incidents	eu-incidents@generationlab.com
EU representative	Ria Pardeep, ria@workstreet.com