



Terms of Sale of Mantara Products

Below are our terms for the use of the products of Mantara Health Ltd - please read these terms carefully before purchasing any product from Mantara Health Ltd.

These terms are an agreement ("Agreement") between you and Mantara Health Ltd about your use of our products and the information contained therein and should be read in conjunction with our Privacy Policy. If you do not agree to these terms in full please do not make use of our services or purchase any of our products. Our Terms and our Privacy Policy are updated from time to time, e.g. to reflect changes in our services. Please return to these terms from time to time and note any changes, as they are binding on you.

1. Definitions

- 1.1 "Mantara", "Us", "Our" and "We" all refer to Mantara Health Ltd (company number 13097066), a private company registered in England and Wales with its registered office address at The Grainger Suite, Dobson House, Regent Centre, Newcastle upon Tyne, NE3 3PF, whose main trading address is at The Grainger Suite, Dobson House, Regent Centre, Newcastle upon Tyne, NE3 3PF. Mantara® and 'knowledge is the best medicine®' are registered trademarks of Mantara Health Ltd.
- 1.2 "You" and "Your" refers to you the customer.
- 1.3 "Product" means any product(s) offered or sold by Mantara Health Ltd.

2. Intended use

- 2.1 Mantara's products are intended for use by medically-trained treating physicians/doctors as part of their prescribing process; and for patients, to inform a discussion with Your doctor/prescriber. You must not make any changes to Your medication based on the information provided within Mantara products without discussion with, and the agreement of, your General Practitioner or other qualified prescriber.
- 2.2 Mantara's products should not be relied upon to provide complete guidance on medications to be prescribed. The information provided is to be used in conjunction with all other standard prescribing factors.
- 2.3 Recommended dosage adjustments provided in Mantara Products are based on approved existing medicine guidelines as included within medicine leaflets and instructions for use.

3. Liability

- 3.1 Mantara accepts no liability for the prescription decisions made by doctors and prescribers. All prescribing should be within approved, regulated guidance and it is Your doctor's/prescriber's decision as to whether the Mantara guidance should be followed.
- 3.2 Where genetic considerations are provided which are not already stated in approved medicine leaflets, doctors and prescribers must make their own judgement as to any risk of following the guidance provided in Mantara Products.
- 3.3 The DNA analysis technique used by our laboratory is one of the most advanced, accurate methods of analysing your genetic information to determine your genotype. As with any PCR-based method, results of genotyping can be influenced by genomic variants in the primer binding region. This can result in findings divergent from those obtained with alternative methods or with PCR products of the region generated with different primers. The method does not preclude point variations, deletions or duplications in regions of the gene other than those investigated. Your doctor or prescriber should make their own assessment of any risks as part of any prescribing decision they make.

4. Payment and refunds

- 4.1 Mantara products will only be supplied upon receipt of payment from You or through agreed payment terms in place with Your healthcare provider.



- 4.2 Following purchase, if you change your mind, full refunds will only be made within 14 days of the date of purchase, and only when we receive Your unopened and unused test kit at our main trading address, above.
- 4.3 If a test kit has been opened or used, but we have not completed DNA analysis, upon receipt of a refund request from You, we will refund You the cost of Your purchase, less £50. In this case, we will not require the test kit to be returned by You.
- 4.4 If you are a healthcare provider and you have purchased test kits from Mantara for sale to your patients, you are responsible for managing your stock including expiry dates of DNA sample collection tubes. For each lost or replacement test kit which have not been used and where DNA analysis has not been completed, a charge of £50 will be made for any replacement kits provided.

5. Miscellaneous

- 5.1 If any part of this Agreement is determined to be invalid or unenforceable under any applicable law, including, but not limited to, the above disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed to be replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect.
- 5.2 Unless otherwise specified, this Agreement constitutes the entire Agreement between you and us with respect to the use of the Website and it supersedes all prior communications and proposals, whether electronic, oral or written, between you and us with respect to the use of the Website.
- 5.3 You must not assign or otherwise transfer the Agreement, or any right granted under it, without our written consent. We can freely transfer our rights under the Agreement.
- 5.4 Any failure by us to enforce or exercise any provision of the Agreement, or any related right, will not be a waiver of that provision or right.
- 5.5 We may provide you with notices, including those regarding changes to the Agreement, by email, regular mail, postings on the Website, or other reasonable means now known or developed in the future.

6. Governing jurisdiction

- 6.1 These Terms shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with these Terms are subject to the exclusive jurisdiction of the courts of England and Wales.