

Terms and Conditions for Services

The following Terms and Conditions apply to **Paternity testing services** provided by E-LABORATORY NETWORK.

1. Definitions

“E-LABORATORY NETWORK” means E-LABORATORY NETWORK, LLC. “

‘Services’ means the provision of laboratory analysis of biological samples the Client provides to E-LABORATORY NETWORK.

‘Client’ means the person(s) or legal entity that purchases Services from E-LABORATORY NETWORK and/or any test participant who submits biological samples to E-LABORATORY NETWORK for Services or the legal guardian of a test participant who may be a minor or a legally incompetent adult.

2. Services

2.1 By submitting samples or payment to E-LABORATORY NETWORK, the Client agrees to the Terms and Conditions for Services.

2.2 The Services provided by E-LABORATORY NETWORK are solely for the use of the Client. E-LABORATORY NETWORK makes no representation, expressed or implied that the result of the Services is useful for any purpose other than the Service purchased by the Client.

2.3 E-LABORATORY NETWORK reserves the right to use any third party of its choice, if necessary, to perform any portion of the Services purchased by Client.

2.4 E-LABORATORY NETWORK reserves the right to perform Services using methods and processes that E-LABORATORY NETWORK deems appropriate.

2.5 Guidance for interpreting the results can be obtained by contacting E-Laboratory Network.

2.6 For samples collected via Chain-of-Custody, E-LABORATORY NETWORK rigorously follows nationally and internationally recognized standards for court-admissible test results. While E-LABORATORY NETWORK test results are routinely accepted by courts worldwide, each court (or judge) ultimately determines admissibility.

3. Payment

3.1 Payment in full is required before Services can begin. Payments can be made with a valid credit/debit card, cashier’s check, bank transfer, or money order. Personal checks are not

accepted. Personal checks received by E-LABORATORY NETWORK will be immediately destroyed and Services will be on hold until payment in full has been made.

4. Privacy Policy

4.1 Access to order information and results requires a call-in personal identification number (PIN). The Client shall maintain the confidentiality of their pin; furthermore, the Client agrees that E-LABORATORY NETWORK, its affiliates, its contractors, its distributors, and its suppliers will not be liable for access to order information and results, if the appropriate PIN is used.

4.2 Order information and results of Services are accessible by the Client. Order information and results of Services are also accessible by a test participant's legal guardian when the participant is a minor or a legally incompetent adult, even if the legal guardian is not a participant in the test.

4.3 E-LABORATORY NETWORK may use email and/or text messaging to convey order status as requested. Standard email or text messaging is not securely encrypted, so E-Laboratory Network uses the minimum necessary amount of personal information when communicating via email/text message.

4.4 Notwithstanding anything in section 4, all data, forms, customer information, or other information submitted to E-LABORATORY NETWORK by the Client will be stored by E-LABORATORY NETWORK in hard copy and/or electronic form, with case access provided to the Client, to E-LABORATORY NETWORK, and to government agencies as required by applicable laboratory accreditation guidelines, or as may be required by law.

5. Warranties and Indemnity

5.1 The Client warrants that he/she is legally entitled to perform any particular act either directly or indirectly in order to obtain, possess, and provide the biological samples necessary for E-LABORATORY NETWORK to perform the Services purchased by the Client.

5.2 The Client shall indemnify E-LABORATORY NETWORK, its affiliates, its contractors, its distributors, and its suppliers against all costs, claims, demands, expenses and liabilities of whatsoever nature that may arise from Services provided to the Client.

6. Disclaimers and Liabilities.

6.1 E-LABORATORY NETWORK does not warrant to Client: (a) that the Services provided by E-LABORATORY NETWORK shall meet the expectations of the Client; or (b) that Services shall be free from minor defects or errors (such as typos or printing errors) that do not materially affect the Guaranteed Accuracy of test results.

6.2 Further, in no event shall either E-LABORATORY NETWORK, its affiliates, its contractors, its distributors, and its suppliers be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever that may arise from Services provided to the Client.

6.3 Client agrees that any and all liability of E-LABORATORY NETWORK, its affiliates, its contractors, its distributors, and its suppliers shall be limited to either re-performing the Services at no cost to the Client, or refunding the amount received by E-LABORATORY NETWORK for such Services.

7. Third Parties.

A person who is not the Client of E-LABORATORY NETWORK has no right to enforce any of these Terms and Conditions.

8. Governing Law.

The construction, validity, and performance of these Terms and Conditions shall be governed in all respects by the State of Georgia, USA Law and be subject to the exclusive jurisdiction of the State of Georgia, USA Courts.

9. Refund Policy.

A refund may be considered if a written request for refund is submitted to E-LABORATORY NETWORK before Services have been initiated; no refund shall be considered if Services have been completed.

10. Guaranteed Accuracy.

10.1 E-LABORATORY NETWORK guarantees accuracy when samples are properly collected and submitted to the laboratory for Services.

10.2 The Client must inform E-LABORATORY NETWORK if: (a) possible fathers are related; (b) any participant has received a blood transfusion or an allogeneic hematopoietic stem cell (HSCT) transplant (such as a bone marrow transplant). E-LABORATORY NETWORK can only guarantee accuracy if such conditions are brought to its attention prior to providing Services.

10.3 E-LABORATORY NETWORK shall not be held responsible for improper or fraudulent submission of self-collected samples.

10.4 To contest accuracy, the Client must provide a paternity test report from an accredited laboratory supporting the claim within sixty (60) days from the E-LABORATORY NETWORK paternity test report date. E-LABORATORY NETWORK may, at its discretion, re-perform Services at no cost to the Client to confirm results, or provide a refund for Services, as described in Section 6.3.

Site Usage Policies

For DNA testing and E-Laboratory.org

The following Site Usage Policies apply to **DNA testing** and E-Laboratory.org regarding the collection, use and disclosure of Personal Information when you use our Site. See also [Terms and Conditions for http://e-laboratory.org/DNA Testing Services](http://e-laboratory.org/DNA_Testing_Services) above. We will not use or share your information with anyone except as described in this Privacy Policy. We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, listed above.

1. Definitions

“E-LABORATORY NETWORK”, (“us”, “we”, or “our”) operates [http://E-Laboratory .org](http://E-Laboratory.org) websites (the “Site”). “Client” means the person(s) or legal entity that purchases or uses Services from E-LABORATORY NETWORK and/or any test participant who submits biological samples, data or personal information to E-LABORATORY NETWORK or for Services or the legal guardian of a test participant who may be a minor or a legally incompetent adult.

2. Information Collection and Use

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, your name, phone number and postal address (“Personal Information”).

3. Log Data

We collect information that your browser sends whenever you visit our Service (“Log Data”). This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, browser type, browser version, and the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

4. Service Providers

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf and to perform Service-related services. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

5. Security

The security of your Personal Information is important to us. But, remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

6. Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

7. Contact Us

If you have any questions about this Privacy Policy please contact us by phone at 1-678-834-7472 or Monday-Friday 8:30am-6:00pm E.T