

Iverson Genetic Diagnostics, Inc.

August 20<sup>th</sup> 2007

## PRIVACY STATEMENT AND TERMS OF USE

### **Privacy Statement**

Iverson Genetic Diagnostics, Inc. and its subsidiaries provides this Privacy Statement to make you aware of our privacy practices and the choices you can make about how your personal information is collected and used, both on-line and off-line. To make this notice easy to access, it is available on the bottom of every Iverson web page.

Customers are Iverson's most valuable asset. We recognize that building a long-term business relationship with you depends a great deal on trust. This trust begins with our commitment to respecting as well as protecting your privacy.

We've structured our web site so that you can visit us without identifying yourself or revealing any personal information. Throughout this Privacy Statement, personal information refers to any information that is unique to an individual, such as name, address, e-mail address, phone number, etc. If you do share your personal information with us, you can be assured that it will only be used to support your relationship with Iverson's.

Iverson's privacy statement covers 9 main areas: Notice, Choice, Access & Accuracy, Onward Transfer, Security, and Oversight/Enforcement, Tailoring Email Communications and Web Experiences, How Iverson Uses Cookies and Additional Information. These areas are described in detail below. Please keep in mind that our privacy practices may vary as required by local laws and policies.

Comments or questions about our privacy practices can be sent to:  
[info@iversongenetics.com](mailto:info@iversongenetics.com)

#### 1. Notice

##### **What information we collect**

During the course of your relationship with us, we may collect personal information to enable you to order products or services, download software

updates, make requests, and register for customized communications programs. We may collect such personal information as your name, contact and billing information, transaction and credit card information. To tailor our subsequent communications to you and improve our products and services, we may ask you to provide information regarding your personal or professional interests, demographics, experience with our products and contact preferences. Personal information may be required to determine access eligibility for certain restricted parts of our site. Data collected on-line may be combined with information provided off-line.

### **How we use the information**

Iverson uses your personal information to better understand your needs and provide you with better service. Specifically, we use your personal information to help you complete a transaction, to communicate back to you, provide updates on service and benefits, and to personalize our web sites and communications with you. Credit card numbers are used only for payment processing and are not retained for other purposes. From time to time, we may also use your information to contact you for market research or to provide you with marketing information we think would be of particular interest. We will always give you the opportunity to opt-out of receiving such contact. If you would like to read more about how to opt-out, please follow the directions given below in the "Choice" section of this document. In addition, we will also follow local requirements where applicable.

### **Whom we share the information with**

Iverson does not sell, rent, or lease your personal information to others. Unless we have your permission or are required by law, we only share your personal information with other Iverson entities or business partners who are acting on our behalf for the uses described above. Such Iverson entities and business partners are governed by our privacy policies with respect to the use of this data and are bound by the appropriate confidentiality agreements.

### **2. Choice**

Iverson will not use or share your personal information in ways unrelated to the ones described above without first notifying you and offering a choice. We will also provide you the opportunity to let us know if you wish to opt-out at any time of certain or all contact from Iverson, and we will do everything we can to honor such requests. This choice may be offered at the bottom of our on-line or off-line communications to you as well as on many of our web registration pages. If you have any difficulty exercising your choices, please send your request to [info@iversongenetics.com](mailto:info@iversongenetics.com)

Your permission will always be secured first, should we ever decide to share your personal information with third parties that are not acting on our behalf and governed by our privacy policy.

### 3. Onward Transfer

Subject to your permission or as permitted by law, the personal information that you provide to us may be transferred within Iverson across state or country borders. This may be done to consolidate data storage or to simplify the management of customer information.

### 4. Access and Accuracy

Iverson strives to keep your personal information accurate. We will provide you with access to your personal information, including making every effort to provide you with online access to your registration data so that you may review, update or correct your information at the Iverson site where it was submitted. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting you access or enabling you to make corrections. To access your personal information, return to the web page where you originally entered it and follow the instructions on that web page. If you cannot access your information on the web page call us directly at 206.732.1478 for assistance, or send your request to [info@iversongenetics.com](mailto:info@iversongenetics.com)

### 5. Security

Iverson is committed to ensuring the security of your personal information. To prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use of personal information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure it.

### 6. Tailoring E-Mail Communications and Web Experiences

On occasion Iverson may employ technologies that enable us to review which recipients have opened our e-mail communications and which links they have accessed in the message. This helps us to tailor our communications in our attempts to send you the most relevant information, as local laws and your preferences and permissions allow. As a registered user, we may also monitor your web browsing session while you are logged-in to [www.iversongenetics.com](http://www.iversongenetics.com). In this way we will try to improve our web site through personalization to better meet your needs. Any such monitoring is done in accordance with local laws.

### 7. How Iverson Uses Cookies

A cookie is a piece of information either stored temporarily in your browser's memory space (session cookie) or placed on your computer's hard drive (stored cookie). Cookies allow a web application to respond to you as an individual, but without the need to identify you explicitly. Session cookies are destroyed when you terminate your browsing session by shutting down your browser. Stored cookies often have a predetermined expiration date after which they disappear from your hard drive. Cookies can be removed explicitly through functionality built into most web browsers. You may also set your web browser (e.g. Microsoft Internet Explorer or Netscape Navigator) to notify you of cookie placement requests, ask for permission to accept them, or decline cookies completely.

## **Adjusting Browser Cookie Settings**

For information on how to adjust your browser regarding cookies, please visit:

Microsoft Internet Explorer: <http://www.microsoft.com/info/cookies.htm>

Netscape Navigator: [http://wp.netscape.com/legal\\_notices/cookies.html](http://wp.netscape.com/legal_notices/cookies.html)

### **Cookie Usage**

On occasion Iverson may use cookies to help us analyze web traffic or to improve your web navigation experience. To facilitate the analysis, an ID is assigned to help us uniquely identify you each time you return to our web site. One of the major concerns about stored cookies is the fear that they contain personal information and information identifying you that could be accessed by other web sites. Iverson only stores a randomly chosen unique ID number and a context, both of which are meaningless to others, but help us uniquely identify you.

By gathering and remembering information about your preferences, the web application can:

- Tailor its operation to your needs, likes and dislikes
- Provide an automated log-in process as a convenience for previously registered customers. This insures that you will be accurately identified and linked with your registration data.
- Be placed on your computer to ensure you are not surveyed multiple times during your visit(s) to an Iverson web site. This cookie has a limited life span and will not personally identify you.

Cookies help us provide a better web experience by letting us monitor what's working and what isn't through site traffic analysis. Iverson wants to be sure you understand that accepting a cookie in no way gives us access to your computer or any personal information about you, other than the data you chose to share with us. This practice is strictly enforced. While acknowledging the concerns that some visitors have about cookie usage, we believe that the benefit our webpage visitors gain from the use of cookies is worthwhile.

## **8. Additional Information**

### **Links to Third Party Web Sites**

Links to third party web sites are provided solely as a convenience to you. If you use these links, you will leave the Iverson site. Iverson has not reviewed all of these third party sites; does not control and is not responsible for any of these sites, their content or their privacy policies. Thus, we do not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to this site, you do so entirely at your own risk.

### **Changes to the Privacy Statement**

All material changes to our Privacy Policy and practices will be posted on this

page. The revision date shown at the top of the page will be updated accordingly.

Contact Information

Please e-mail questions or comments about our privacy practices to:  
[info@iversongenetics.com](mailto:info@iversongenetics.com)

## Terms of Use

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distribute this Personal Information except for the purpose of handling your registration or fulfilling your request for an Information kit. To improve the content and usability of this Site, **IGD** may collect non-personal information about your web viewing habits while you navigate this Site, including but not limited to, navigation trends, hits per page/per user, and time allocation ("Web Information"). **IGD** obtains this Web Information through the use of customized software, which may include the use of cookies. Any and all information provided by you to **IGD** that is not Personal Information including but not limited to, Web Information, communications, and materials shall be deemed to be non-confidential and non-personal. As such **IGD** and its affiliates may reproduce, use, disclose, and distribute such non-confidential information for any purpose whatsoever. If you make a payment on our site with a credit card, we employ other companies to complete the transaction. Your payment information is forwarded to our processing partners in encrypted format, and they may use the data to process the transaction, but not for any other purpose. At no time do we store your credit card data.

#### 8. MODIFICATIONS.

**IGD** reserves the right to modify, at its sole discretion, this Site including its Content, policies, and Terms of Use at any time without prior notice.

#### 9. SEVERABILITY.

If any term or condition of these Terms of Use shall be deemed to be invalid, void, illegal, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of the remaining terms and conditions.

#### 10. GOVERNING LAW AND JURISDICTION.

In the event of any dispute between you and **IGD** or its affiliates arising under or from these Terms of Use or your use of this Site, such dispute shall be governed and construed under the laws of the State of Washington without regard to principles of conflict of laws. Furthermore you hereby agree to submit to the jurisdiction of the courts located in Seattle, Washington.