

# TERMS AND CONDITIONS FOR DNA ON DEMAND LLC

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**Effective Date:** 3/5/2025

## **1. INTRODUCTION**

Welcome to **DNA ON DEMAND LLC** ("Company," "we," "our," or "us"). These Terms and Conditions ("Terms") govern your access to and use of our services, including our mobile DNA testing and our website [www.dnaondemand.live](http://www.dnaondemand.live) ("Site").

By scheduling an appointment, purchasing our services, or accessing our Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms, as well as our Privacy Policy. If you do not agree with any part of these Terms, you should refrain from using our services.

We reserve the right to modify, update, or change these Terms at any time. Continued use of our services after such changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms regularly to stay informed of any updates.

If you have any questions about these Terms, you may contact us at:

- **Business Address:** 440 Benmar Dr. Ste 2390 PMB 65A,  
Houston, TX 77060
- **Email:** [info@dnaondemand.live](mailto:info@dnaondemand.live)

## **2. SERVICES PROVIDED**

DNA ON DEMAND LLC is a mobile DNA testing lab that offers genetic testing services at the customer's location for informational purposes only. Our services are designed to provide insights based on DNA analysis but should not be considered a substitute for medical, legal, or forensic advice.

We do not diagnose medical conditions, provide medical treatment, establish legal relationships, or offer forensic conclusions. Any results obtained through our services should be reviewed in consultation with a qualified medical professional, legal expert, or forensic specialist, as applicable.

By using our services, you acknowledge and agree that:

- The information provided by DNA ON DEMAND LLC is not intended to be used as medical or legal evidence.
- We do not guarantee specific outcomes or interpretations of test results.
- Our services should not be relied upon as the sole basis for making medical, legal, or life-altering decisions.

For further inquiries about our services, please contact us at [info@dnaondemand.live](mailto:info@dnaondemand.live).

### **3. ELIGIBILITY FOR SERVICES**

To use the services provided by DNA ON DEMAND LLC, you must meet the following eligibility requirements:

- 1. Age Requirement:** You must be at least 18 years old to schedule or authorize a DNA test. If you are under 18, you must have verifiable consent from a parent or legal guardian.
- 2. Identification:** All individuals being tested must provide valid government-issued identification at the time of sample collection to verify identity.
- 3. Consent Requirement:**
  - All test participants must provide informed consent before sample collection.
  - If testing involves a minor or legally incapacitated individual, consent must be obtained from a parent, legal guardian, or authorized representative.
  - If a legal dispute arises regarding consent, we reserve the right to decline or postpone services until proper authorization is confirmed.

By using our services, you represent and warrant that you meet the above requirements. DNA ON DEMAND LLC reserves the right to refuse service to anyone who does not comply with these eligibility criteria.

### **4. REFUND POLICY**

At DNA ON DEMAND LLC, we strive to provide excellent service and transparency regarding refunds. Refunds are available under the following conditions:

## **Eligibility for Refunds**

### **1. 100% Refund:**

- If the DNA test has not been performed.
- If testing kits or supplies have not yet been shipped.

### **2. Appointment Cancellations:**

- 24+ hours in advance: Full refund issued.
- Less than 24 hours in advance: A \$50 cancellation fee will be deducted from the refund amount.

### **3. No Refunds:**

- If the DNA test has been completed.
- If the sample has been collected and processed.

### **4. Refund Processing:**

- Refunds will be issued within 7 business days via the original payment method.
- Processing times may vary depending on your bank or payment provider.

If you believe you are eligible for a refund or have any concerns, please contact us at [info@dnaondemand.live](mailto:info@dnaondemand.live) for further assistance.

## **5. MEDICAL ADVICE DISCLAIMER**

The services provided by DNA ON DEMAND LLC are strictly for informational purposes only and do not constitute medical advice.

- We do not diagnose, treat, or prevent any medical conditions, nor do we provide medical opinions, guidance, or recommendations.
- DNA testing results should not be interpreted as medical advice or used as the sole basis for making healthcare decisions.
- Customers are strongly encouraged to consult a licensed healthcare provider for any medical concerns, diagnoses, or treatment plans.

### **Medical Emergency Notice**

If you are experiencing a medical emergency, please call 911 or seek immediate medical attention from a healthcare professional.

By using our services, you acknowledge that DNA ON DEMAND LLC is not responsible for any health-related decisions made based on DNA test results.

## **6. DISCLAIMER & LIMITATION OF LIABILITY**

To the fullest extent permitted by law, DNA ON DEMAND LLC and its affiliates, officers, employees, and agents shall not be held liable for any direct, indirect, incidental, consequential, or special damages arising from or related to the use of our services.

### **Exclusions of Liability**

1. DNA ON DEMAND LLC does not assure continuous or error-free access to its website or services, nor does it promise that any defects will be corrected. All services are offered on an "as is" and "as available" basis, without any guarantees regarding website functionality, accuracy of information, or service reliability.
2. We do not ensure that DNA test results will be recognized by specific authorities, including but not limited to courts, government institutions, or other organizations. Customers are advised to seek independent legal counsel before using test results for any legal, medical, or official matters.
3. To the greatest extent allowed by law, DNA ON DEMAND LLC, along with its affiliates, executives, employees, agents, and representatives, shall not be responsible for any direct, indirect, incidental, punitive, special, or consequential damages resulting from the use of our services, website access, or reliance on test results. This applies to claims arising from contract, negligence, warranty, strict liability, statutory violations, or any other legal basis.
4. **DNA ON DEMAND LLC holds no liability for:**
  - Errors in test results caused by improper sample collection by the customer or any unaffiliated third party.
  - Any medical, financial, or legal choices made by the customer based on test results. Customers should seek professional advice before making such decisions.

- Delays or disruptions due to third-party laboratories, shipping providers, or external circumstances beyond our control, such as extreme weather, postal service delays, or supply chain issues.
- Any unauthorized disclosure, use, or sharing of test results by the customer or a third party.

## **5. Liability Restrictions:**

- If you are dissatisfied with our website, services, or content, the only remedy available is to stop using them.
  - In cases where liability limitations cannot be enforced, the maximum liability of DNA ON DEMAND LLC shall not exceed the lesser of \$150 or the total amount paid for the service, unless otherwise required by law.
  - Under no circumstances shall DNA ON DEMAND LLC be liable for indirect, punitive, incidental, or consequential damages, including financial losses, emotional distress, or reputational harm.
  - Any legal claims related to the use of our website or services must be initiated within one year of the incident that led to the claim.
6. These liability limitations do not affect consumer rights protected under applicable law, nor do they limit liability in cases of personal injury or death caused by negligence.

By using our services, you confirm that you understand and accept these terms.

## **7. INTELLECTUAL PROPERTY RIGHTS**

All content, trademarks, logos, text, images, and materials on our website and services are the exclusive property of DNA ON DEMAND LLC and are protected by copyright, trademark, and intellectual property laws.

You may not:

- Copy, reproduce, modify, distribute, or sell any content without prior written consent.
- Use our trademarks, logos, or branding in any way that may cause confusion or imply endorsement.

Unauthorized use of our intellectual property may result in legal action.

## **8. USER CONDUCT**

By using DNA ON DEMAND LLC services, you agree not to:

- Provide false, inaccurate, or misleading information during scheduling, identity verification, or sample collection.
- Use our services for any unlawful, fraudulent, or unethical purposes, including identity theft or unauthorized DNA testing.
- Attempt to disrupt, interfere with, hack, or gain unauthorized access to our Site, databases, systems, or services.
- Harass, threaten, or abuse our staff, contractors, or other customers in any form.
- Engage in any activity that could damage our reputation, business operations, or customer trust.

We reserve the right to refuse service, terminate accounts, and take legal action if we suspect any violation of these terms.

## **9. LINKS TO OTHER WEBSITES**

The website [www.dnaondemand.live](http://www.dnaondemand.live) may include links to third-party websites for your convenience or additional information. DNA ON DEMAND LLC does not own, manage, endorse, or assume responsibility for the accuracy, security, availability, or content of these external sites. We are not liable for any modifications, updates, or issues that may occur from accessing or using third-party websites. Your use of these links is solely at your own risk, and we disclaim any responsibility for direct, indirect, incidental, or consequential damages arising from your reliance on or interactions with third-party sites. We recommend reviewing their terms and privacy policies before engaging with them.

## **10. TERMS AND DEFINITIONS**

### **Key Definitions**

Capitalized terms used in this document, unless defined elsewhere, shall have the following meanings:

1. **“Terms”** refer to these Terms and Conditions governing the use of our services.

2. **“Agreement”** refers to any order placed for services provided by DNA ON DEMAND LLC.
3. **“Testing Kits”** are DNA collection kits sent to customers upon request or available for purchase separately.
4. **“Order Form”** represents the official service request document submitted online through the platforms of DNA ON DEMAND LLC, including but not limited to [www.dnaondemand.live](http://www.dnaondemand.live) and [dnacenter.com](http://dnacenter.com).
5. **“Services”** include a range of genetic testing options, such as paternity verification, ancestry research, health-related DNA assessments, relationship and fertility evaluations, weight management insights, skincare genetics, sensitivity tests for allergens and pets, as well as animal DNA testing, along with all related services and test results.
6. **“Website”** pertains to [www.dnaondemand.live](http://www.dnaondemand.live), [dnacenter.com](http://dnacenter.com), and any other digital platforms owned and managed by the respective companies that reference or incorporate these Terms.
7. **“Customer” or “User”** refers to any individual purchasing a service or utilizing the Website.

## **11. TERMS OF SALE**

### **Terms of Sale:**

1. These Terms apply to all purchases, transactions, and interactions on our website, including any agreements related to ordering our services. They override any conflicting terms you may attempt to introduce via purchase confirmations, request forms, or other documents.
2. **Order Submission and Agreement:**
  - Placing an order through our website or via our representatives signifies your legal commitment to purchase our services under these Terms.
  - Completing the checkout process and confirming your purchase serves as acknowledgment of these Terms.
  - Your order submission is considered a formal request to acquire our services, subject to our Terms and Conditions.

### **3. Key Terms of Sale:**

- All sales made by DNA ON DEMAND LLC are governed by these Terms.
  - Any changes or additional terms must be in writing and signed by an authorized representative.
  - The effective date of these Terms is displayed at the top of this page.
  - We may update, modify, or replace these Terms at any time, with changes taking effect upon publication.
  - You are responsible for reviewing these Terms periodically, as continued use signifies acceptance.
  - The most recent version of these Terms overrides any previous versions.
4. Before making a purchase, you should carefully evaluate whether the services provided align with your specific requirements. We are not responsible for any issues arising from an unsuitable selection of services.
  5. The details, features, and specifications of our services, as presented on the website or in promotional materials, are subject to alteration without prior notice. We reserve the right to enhance, modify, or discontinue any service at our sole discretion.
  6. Pricing for services is displayed on our website and is subject to change. We are not obligated to honor past prices for future transactions. Discounts, promotions, and special offers may have expiration dates or additional conditions that must be met.
  7. Payment for services must be made in full at the time of order unless otherwise agreed upon in writing. We accept various payment methods, which are subject to availability and potential processing fees. Failure to complete payment may result in order cancellation.
  8. In the event of a dispute regarding a transaction, we encourage you to contact our support team for a resolution. If an issue cannot be settled directly, you may have the right to seek further action under applicable consumer protection laws.
  9. These Terms do not diminish or override any statutory consumer rights granted to you under applicable laws and regulations.



## **12. PRICES, PAYMENT, AND DELIVERY**

The following terms govern pricing, payment, and delivery for our services. By placing an order, you acknowledge and agree to these conditions:

- 1. Pricing Information:** All prices for our services are displayed on our website or provided in official written communication. Prices are subject to change due to material costs, labor expenses, or market fluctuations.
- 2. Price Adjustments:** In the event of a price change, we will notify you, and you will have seven (7) days to accept the revised price or cancel your order. If no response is received within this period, we may proceed with cancellation.
- 3. Payment Requirements:** Full payment is required before any testing begins or results are delivered. Orders will not be processed without confirmed payment.
- 4. Taxes and Additional Fees:** You are responsible for all applicable taxes, duties, and fees associated with your purchase. Any additional costs imposed by financial institutions or payment processors are your responsibility.
- 5. Accurate Payment Information:** By making a purchase, you confirm that all payment details provided are accurate, up to date, and authorized for use.
- 6. Payment Processing and Alternative Methods:** Payments are processed securely through a third-party payment provider. If your primary payment method fails, we reserve the right to charge an alternative payment method on file.
- 7. Final Charges and Discretionary Refunds:** All charges for completed and delivered orders are considered final and non-refundable, except where we determine, at our sole discretion, that a refund or adjustment is warranted.
- 8. Delivery Timeframes and Responsibilities:** Estimated delivery times for test kits, sample processing, and result reporting are provided as guidelines and may vary due to unforeseen circumstances. We are not responsible for delays caused by courier services, customs processing, or other external factors.

## **13. DISPUTE RESOLUTION & GOVERNING LAW**

To ensure fair and efficient resolution of any disputes, DNA ON DEMAND LLC follows the guidelines below:

1. **Binding Arbitration:** All disputes, claims, or controversies must be resolved through binding arbitration in Houston, Texas, under the American Arbitration Association (AAA) rules.
2. **Waiver of Jury Trial & Class Actions:** By using our services, you waive your right to a jury trial or participation in a class-action lawsuit.
3. **Governing Law:** These Terms are governed by the laws of the State of Texas, without regard to conflict of law principles.
4. **Severability Clause:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By agreeing to these Terms, you acknowledge that disputes will be resolved through arbitration and Texas law will apply.

#### **14. AMENDMENTS TO TERMS**

To ensure transparency and compliance, DNA ON DEMAND LLC reserves the right to make changes to these Terms under the following conditions:

1. **Right to Modify:** We may update, modify, or revise these Terms at any time.
2. **Effective Date:** Changes will take immediate effect upon posting on our website, unless stated otherwise.
3. **User Responsibility:** It is your responsibility to review this page periodically for any updates.
4. **Continued Use:** By continuing to use our services after updates, you agree to the revised Terms.

By using our services, you acknowledge and accept that these Terms may change over time.

#### **15. CONTACT INFORMATION**

##### **DNA ON DEMAND LLC**

440 Benmar Dr. Ste 2390 Pmb65A,

Houston, TX 77060

[info@dnaondemand.live](mailto:info@dnaondemand.live)