



2023/12/13

## CPGR's Terms of Services

These Terms of Service (TOS) outline the agreement between the client(s) and Centre for Proteomic and Genomic Research (CPGR) regarding the use of our services. By accessing and utilizing CPGR's services, the client(s) agrees to comply with these terms. Please read them carefully.

### 1. Core Services Components

CPGR is dedicated to providing cutting-edge services in the fields of proteomics and genomics. Our core services are comprised of three major components:

- Bio-consultation

Our team of experts offers personalized bio-consultation services, providing guidance and insights tailored to your specific needs in the realms of proteomics and genomics.

- Bio-analysis

CPGR excels in bio-analysis, employing advanced techniques to scrutinize biological samples and unravel intricate details at the molecular level. This component of our services ensures comprehensive and accurate analysis of biological data.

- Bioinformatics

The field of bioinformatics, integral to our services, involves the collection and analysis of complex biological data, including genetic codes. Our bioinformatics expertise enables us to derive meaningful insights from vast and intricate biological datasets.

### 2. Commitment to Excellence

2.1. At CPGR, we are committed to excellence in every facet of our services. From



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info@cpgr.org.za



www.cpgr.org.za



108 Albert Road, Level 4 &amp; 5, Woodstock, Cape Town, 7925

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**CPGR**

CENTRE FOR PROTEOMIC  
& GENOMIC RESEARCH

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bio-consultation to bio-analysis and bioinformatics, we strive for precision, innovation, and a client-centric approach. Our goal is to empower you with the knowledge and insights needed to advance your research and projects.

### 3. Acceptance of Terms

- 3.1. By using the services provided by CPGR, the client(s) acknowledges that they have read, understood, and agreed to abide by these Terms of Service.
- 3.2. The client(s) agrees to abide by the Terms of Service provided by the CPGR unless otherwise agreed upon in writing.

### 4. Application of Terms

- 4.1. Your The Client(s)'s use of the infrastructure (including the CPGR's website), workflows, resources, analytical tools and expertise now known and used or hereafter developed (the "Services") by Centre for Proteomic and Genomic Research (An association incorporated under Section 21 of the Companies Act 61 of 1973, registration number 2006/010411/08) (" CPGR") is subject to the following Terms of Service ("TOS"), unless otherwise agreed to by the CPGR in writing.
- 4.2. Changes to the TOS will be communicated via the CPGR's website and/or via emails.
- 4.3. Continued use of the Services following any changes to the TOS constitutes acceptance of the modified terms. It is therefore the client(s)'s responsibility to check the TOS regularly for any changes.
- 4.4. The TOS may be updated by CPGR without prior notice, it is the client(s) responsibility to regularly check the TOS for any updates.
- 4.5. Unless CPGR explicitly agrees in writing, any conflicting conditions in other documents, including the client(s)'s terms and conditions, or amendments to CPGR's Terms of Service, will be considered null and void.





- 4.6. In addition to the core Services provided by CPGR, client(s) may also receive various communications from CPGR, such as service announcements, administrative messages, newsletters, or press releases, and these communications are considered the property of CPGR.
- 4.7. Unless explicitly stated otherwise, any new features that augment or enhance the current CPGR Service offerings, including the release of new applications, workflows and/or information, shall be subject to the TOS.
- 4.8. Client(s) is solely responsible for any third-party fees, such as those associated with courier services or postal fees, incurred in the process of obtaining access to CPGR Services.

## **5. Quotations and Purchase Orders**

- 5.1. The client(s) shall provide CPGR with all information relevant to carrying out the Services, as requested from time to time by CPGR. CPGR may request completion of a questionnaire or engage other suitable means to capture information relevant to carrying out the Services.
- 5.2. To process a request and to carry out the Services, CPGR may insist on preparing an Analytical Study Plan (ASP) or Service Level Agreement (SLA), outlining how the service will be conducted, specifying objectives, timelines, and methodologies. Client(s) is obligated to provide information and support as requested by CPGR, to facilitate this process.
- 5.3. CPGR fees for Services shall be provided in a quotation in response to the agreed upon Services (Section 5.2), which the client(s) shall accept or reject in writing.
- 5.4. CPGR is entitled to cancel an Order if the client(s) does not confirm acceptance of the quotation in writing within 15 (fifteen) working days of receipt thereof.





5.5. Client(s) shall provide CPGR with a Purchase Order for the Services in a complete and accurate form and in line with any special requirements relevant to the Services the client(s) request.

5.6. Unless expressly agreed otherwise in writing by CPGR, any times specified in the quotation for the delivery of the Services are given in good faith but are an estimate only. If no time is specified by CPGR, delivery will take place within a reasonable time, or as stipulated in an ASP, SLA or other document describing the details of the Services, following acceptance of the proforma invoice. CPGR will not be liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by a delay in the delivery of the Services.

## 6. Payment

6.1. For Purchase Orders of less than R 5,000.00 (Five Thousand Rand) or completion of which will probably take less than one month, CPGR shall be entitled to submit invoices in advance for the full expenses to be incurred. The related invoice must be settled in full before the Services commence.

For Purchase Orders of R 5,000.00 (Five Thousand Rand) or more or completion of which will probably take more than one month, CPGR shall be entitled to submit invoices for no less than 50% (Fifty Percent) of either the full expenses to be incurred and Services to be rendered, or the full value of the reagents and consumables to be used, whichever is the greatest. The related invoice must be settled in full *before* the Services commence. The invoice in respect of the balance as well as any other invoices, such as any variance due to exchange rate fluctuations or deviations from a pre-agreed ASP or SLA, will be presented on completion of the Services and shall be payable within 30 (thirty) days from the date thereof.

6.2. The client(s) will make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.





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If client(s) fail to pay CPGR any sum due, then without prejudice to CPGR's other rights and remedies, client(s) shall pay interest to CPGR on such sum from the final due date for payment at the prime rate from time to time in force accruing daily until the date payment is made in full (whether before or after any judgment).

- 6.3. Any materials or data generated when performing the Services will remain the property of CPGR until any outstanding payments related to the Services have been made.
- 6.4. Client(s) will be required to pay the fees for the Services except in the event of any failure of the Services being due to CPGR's acts and/or omissions of gross negligence or CPGR's breach of any of the warranties provided by it under these TOS.
- 6.5. If client(s) ask CPGR to repeat any Services that failed and were determined to not be the fault of CPGR, ~~you~~ the client(s) will be required to cover any additional costs associated with the repeated work.

## **7. Client(s) other Obligations**

- 7.1. The client(s) warrant that they have obtained all necessary consents in respect of your collection and submission of any biological samples ("Samples") for the provided Service,
  - 7.1.1. The client(s) undertake to comply with all applicable laws in respect of collection and submission of the Samples, and results of the Services,
  - 7.1.2. The client(s) agrees to comply with all applicable laws and regulations regarding further analysis or use of data generated by CPGR. CPGR will not be liable for any inappropriate use of materials or data generated during the Service.
- 7.2. The client(s) must supply the Samples within a timeframe that allows CPGR to meet any Service obligations.



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- 7.3. The client(s) shall be responsible for ensuring that the Samples meet the agreed specification, are in good condition, and are of appropriate quality and purity for use by CPGR.
- 7.4. For Sample of human tissue origin or other relevant Sample that is not of human tissue origin, the client(s) warrants that they have obtained required ethics approval and consent for the work to be undertaken by CPGR in respect of the Services. CPGR shall not be liable if these permissions and approvals have not been properly granted.
- 7.5. The client(s) agree to cooperate with CPGR as reasonably determined by CPGR in relation to the provision of the Services.
- 7.6. Unless CPGR expressly agrees otherwise, you shall acknowledge CPGR in any resulting publication involving information and/or results generated by CPGR during the conduct of performing the Services, as follows: "Contract Research services in the area of (specify as applicable, e.g., Genomics, Proteomics, or Bioinformatics) were provided by CPGR."

## **8. Samples, Processing, Storage and Ownership**

Should CPGR receive Samples from client(s) upon which the Services are to be conducted in respect of each Purchase Order, CPGR shall first verify that the paperwork and the accompanying Samples concur, failing which CPGR will try to resolve the matter within a reasonable timeframe and, if not possible, shall otherwise return the Samples to the client(s). Return of the Samples will be carried out at the client(s)'s cost.

- 8.1. CPGR shall take reasonable care of any Sample in its possession.
- 8.2. In the event of any Sample appearing to be contaminated, or otherwise found not suitable for the requested Services, the Sample shall be dealt with in a manner jointly agreed between client(s) and CPGR (e.g., use of disclaimer).





- 8.3. Any defect in the Services which is due in whole or in part to defects in the Samples will not entitle client(s) to terminate the Purchase Order, reject the Services, make any deductions from the fees, or claim damages in respect of such defect.
- 8.4. CPGR will not be liable for any loss or damage to Samples unless such loss or damage is proved to be a direct result of the CPGR's negligence.
- 8.5. In the event that the full number of Samples is not delivered to CPGR at the agreed upon date the following provisions have been made:
- 8.5.1. CPGR will allow an additional 2 (two) working days for outstanding Samples to be delivered.
- 8.5.2. If at least 80% (Eighty Percent) of the samples have been delivered by the stipulated time, CPGR staff will engage the client(s) to decide whether to go ahead with the project. If a go-ahead decision is agreed, no further samples will be accepted for the project and costs associated with services not delivered will be forfeited.
- 8.5.3. Where less than 80% of the Sample number is delivered, or if the client(s) is not willing to go ahead with the project using only 80% of the Samples, the project will be re-scheduled according to instrument/staff availability and the delivery of outstanding Samples. Purchased reagents will be kept at CPGR in case the project is resumed. The client(s) will be advised of the expiry date of the reagents so that the client(s) is aware that project completion needs to be before the reagents expire.
- 8.5.4. If outstanding Samples are not received within a 3-month time window, the project will be officially closed. At the discretion of CPGR management, unspent funds after reagent costs have been subtracted will either be returned to the client(s) account or a credit note will be passed, and all reagents purchased for the project will be returned to the client(s).





Please note, CPGR will not guarantee any work done with reagents that have not been solely under CPGR control.

8.5.5. CPGR will charge an administration fee, and other fees as applicable, to the client(s) in the event of a re-schedule or cancellation due to incomplete sample delivery (less than 80% of expected Samples).

8.6. The fate of any leftover Samples must be defined unambiguously prior to commencing any Service and client(s) understand and accept that the Samples may be used up while conducting the Services. Unless instructed otherwise, return of Samples will be at your own cost and risk.

8.7. All leftover Samples (raw and/or extracted) will only be kept for a maximum period of 6 (six) months following completion (submission of report and/or data) of the project. The client(s) would be notified of the date that the Samples will be discarded and can request to collect them prior to the destruction date. Samples not collected within the specified time will be discarded.

8.8. Please note that Sample QC is critical for all applications and the shelf life of reagents is the liability of the client if the project is delayed due to Samples not meeting the QC requirements. The expired reagents will become the property of and delivered to the client.

## 9. Results

9.1. Results of the Service shall be any materials or data generated in the process of the Service, or as defined by CPGR from time to time.

9.2. Unless otherwise expressly agreed in writing, CPGR shall supply the results of the Services to client(s) by one of the following mechanisms: email to an agreed email address; secure data reporting via a secure FTP website; or on an appropriate digital storage device delivered to client(s) by hand, by post or courier.

9.3. Under no circumstances will CPGR be liable for client(s)'s use or interpretation of the results.







- 9.4. In conjunction with the provision of the results of the Services, CPGR shall provide the client(s) with a feedback form requesting information relevant to the promotion and improvement of the Services rendered by CPGR.
- 9.5. A period of 20 (twenty) working days is considered a reasonable timeframe to provide feedback regarding the quality and integrity of the results, be it materials or data, received by client(s), or to raise any concerns regarding the quality of the results, following which CPGR shall consider the Services completed. Following this time, any request for a repeat of the Services, or part of the Services, will be considered a request for new Services.
- 9.6. All project related data (raw data and analyzed data) is provided to the client(s) and the backup copy of the data will only be kept for a maximum period of 6 months following completion of the project. Thereafter the CPGR will destroy all backup data. The client(s) would be notified of the date that the backup data will be deleted and can request to receive the project backup data. Receipt of the backup data will be at an additional expense to the client(s) for the external storage device and shipment costs.

## **10. Intellectual Property**

- 10.1. Client(s) acknowledges and agree that the Services contain proprietary and/or confidential information and know-how of CPGR that is protected by applicable intellectual property and other laws.
- 10.2. Client(s) agrees not to modify, sell, distribute, or create derivatives of the Services, in whole or in part.
- 10.3. The name, logo, trademarks, and Service marks of CPGR are trademarks of CPGR, which client(s) may not use other than as permitted in terms of the TOS or with the prior written permission from CPGR.
- 10.4. CPGR respects the intellectual property of others and reserves the right,





in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who may be repeat infringers of intellectual property rights.

10.5. If client(s) believe that work has been copied in a way that constitutes a copyright infringement or a violation of intellectual property rights, client(s) should notify CPGR and submit the following information:

- 10.5.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest,
- 10.5.2. A description of the copyrighted work or other intellectual property that has been infringed,
- 10.5.3. A description of where the alleged infringing material is located on the site,
- 10.5.4. Client(s) physical address, contact number, and email address,
- 10.5.5. A statement to the effect that client(s) believe, in good faith, that the disputed use is not authorized by client(s)/the copyright owner, client(s) agent, or the law,
- 10.5.6. A statement that the information provided by client(s) is accurate and that the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## **11. Modification to Service**

11.1. CPGR reserves the right to, at any time and from time to time, modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice to client(s) or any third party and shall not be liable, in any manner, for any modification, suspension or discontinuance of the Services.





## 12. Links

12.1. CPGR's website and/or third parties may provide links to other World Wide Web sites or resources. Because CPGR has no control over such sites and resources, client(s) acknowledge and agree that CPGR is not responsible for the availability of such external sites or resources and does not endorse nor is it responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Client(s) further acknowledges and agree that CPGR shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

## 13. Exclusion of Liability

13.1. Client(s) expressly understands and agrees that the use of the Services is at the client(s) sole risk. The Services are provided as outlined in the project plan (e.g., ASP or SLA) which by signing the accompanying acceptance form the client(s) attest to having read and understood and agree to the experimental design.

CPGR and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors expressly disclaim all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. CPGR assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications and/or personalization settings.

13.2. CPGR and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors make no warranty that (i) the Services will meet client(s) requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; and (iii) the results that may be obtained from the use of the Services will be accurate or reliable.





Any material or data downloaded or otherwise obtained using the Services are accessed at the client(s)'s own discretion and risk, and the client(s) will be solely responsible for any damage to the client(s) computer system or loss of data that results from the download of any such material.

- 13.3. The Services provided by CPGR are not intended for clinical (diagnostic, prognostic, therapeutic, or blood banking) use and no claim or representation is intended or made with respect to the clinical use of such Services.
- 13.4. There is a possibility that the Services may not render the expected results, given the nature of the Services (by way of example, laboratory testing on RNA may be inadequate in terms of quantity and/or quality and may therefore fail to deliver the desired end results) and that a successful outcome is intrinsically linked to the quality of the Sample as well as other external variable factors that can influence the end results. Accordingly, CPGR shall not be liable for any less than favorable results, unless it can be demonstrated that such results are attributable to CPGR's negligent acts or omissions or breaches of any of the warranties provided by CPGR under the TOS.
- 13.5. Except as otherwise expressly provided in these TOS, there shall be no third-party beneficiaries to this agreement.

#### **14. CPGR Privacy Policy**

- 14.1. Certain information about the client(s) is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.CPGR.org.za/privacy-policy/>.
- 14.2. The client(s) understand that using CPGR's Services the client(s) consent to the collection and use (as set forth in the Privacy Policy) of information, including, but not limited to, the transfer of Samples and information for storage, processing and use by CPGR and its affiliates.





14.3. Notwithstanding the above, the client(s) acknowledge, consent, and agree that CPGR may disclose information if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; or (iii) protect the rights, property or personal safety of CPGR, its users and the public.

## 15. Indemnity

15.1. The client(s) agree to indemnify and hold CPGR and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to the client(s) use of the Services, the client(s) connection to the Services, the client(s) violation of the TOS, or the client(s) violation of any rights of another.

## 16. Complaints Management




### 16.1. Definition of a compliant

Complaint is a statement that something is unsatisfactory or unacceptable or a requested service that should have been provided but has not been provided to the predetermined standard (timeline, quality, and/or quantity).

### 16.2. Recording Complaints

Client(s) are requested to email [info@cpgr.org.za](mailto:info@cpgr.org.za) or complete CPGR's feedback survey <https://forms.gle/hziTztWybMajCggAA> sent after project completion with full details of the complaint. All complaints made, verbal or written, will be recorded in the electronic Client Feedback Register at the time the complaint is made, or as soon as possible afterwards.

When taking verbal complaints, employees will record the name and contact details of the client(s), as well as full details of the complaint including the date. Details of all communication with the client(s) and any actions to resolve the complaint will be recorded in the same place.

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Client(s) personal details or details of the complaint will not be shared with third parties unless the client(s)'s written consent is obtained.

Recorded complaints will be monitored and reviewed to determine if an unexpected problem has occurred or if a pattern of complaints is occurring that requires immediate attention.

#### 16.3. Responding to Complaints

All complaints received from client(s) will be acknowledged within 5 (five) working days. Details of the complaint will be forwarded to the relevant platform for investigation. The complaint investigation will be initiated by authorized designees and a relevant complaint report submitted to top management for review and final authorization. The authorized designee will provide a written response to the client(s) within 14 (fourteen) working days of receiving the complaint, outlining the action taken and any further action that may be required.

The client(s) will be notified (via email or telephonically) of the outcome of the investigation and client(s) satisfaction sought either immediately or where applicable; after the review period has lapsed.

#### 16.4. Escalation of Complaints

If a client(s) is not satisfied with the written response, the client(s) should request that the complaint be escalated and passed to the CEO for review. The CEO will review the complaint and respond in writing within 14 (fourteen) days.

If CPGR cannot resolve the complaint to the client's satisfaction, CPGR will inform the client(s) about where further action can be taken. Various options will be available including approaching companies specializing in mediation such as CDH or LabourNet.





16.5. Review of Complaint Management Policy

CPGR is committed to continuous improvement and this policy is reviewed every 2 (two) years or where necessary as required for effectiveness and updated as necessary.

**17. General**

17.1. Entire Agreement

The TOS constitutes the entire agreement between the client(s) and CPGR and governs the client(s)'s use of the Services, superseding any prior agreements between the client(s) and CPGR with respect to the Services. The client(s) also may be subject to additional terms and conditions that may apply when you use or purchase affiliate services, third-party content or third- party software.

17.2. Applicable law and jurisdiction

The TOS and the relationship between the client(s) and CPGR shall be governed by the laws of South Africa without regard to its conflict of law provisions. Client(s) and CPGR agree to submit to the non-exclusive jurisdiction of the Western Cape Division of the High Court of the Republic of South Africa.

17.3. Waiver and Severability of Terms

The failure of CPGR to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

17.4. Non-Transferability

The client(s) agree that the account on CPGR's website is non- transferable and that any rights to the client's ID or the contents within the client's account terminate upon the client's death, resignation, or retirement.



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Upon receipt of a copy of a death certificate or notice of the client's resignation or retirement, the client's account may be terminated, and all contents therein permanently deleted.

- 17.5. The clause headings in the TOS are for convenience only and have no legal or contractual effect.

