

WHOS THE DADDY LIMITED

MASTER TERMS & CONDITIONS — ONLINE E-COMMERCE & DISPATCH CONTRACT

Document Reference:	TC/V1.1/30 AUG 2026	Incorporation No:	133735 (St. Andrew, Jamaica)
Tax Registration (TRN):	004061454	National Insurance (NIS):	7894223
Registered Head Office:	Unit 3A, 1 Brumalia Road, Mandeville, Manchester, Jamaica	Licensors Entity:	Aqua Sports & Entertainment Xaymaca Ltd. (#88584)

1. CORPORATE STRUCTURE, BRAND LICENSING, & INTELLECTUAL PROPERTY

1.1 Contracting Entity: WHOS THE DADDY LIMITED (hereinafter referred to as 'WTD') is a limited liability company duly incorporated on the 15th day of January, 2026, under the Companies Act of Jamaica (Company No. 133735). All agreements, testing requests, service bookings, and dispatch operations are entered into exclusively with WHOS THE DADDY LIMITED.

1.2 Intellectual Property Framework: The 'Whos The Daddy' commercial brand, trade names, logos, software assets, and underlying proprietary logistical tracking models were historically established and owned by Aqua Sports & Entertainment Xaymaca Ltd. (Company No. 88584) since 2019. WHOS THE DADDY LIMITED operates the brand, digital platforms, and physical assets under an exclusive, formal commercial intellectual property license granted by Aqua Sports & Entertainment Xaymaca Ltd.

1.3 Definer of Services: In these terms, 'Sample' shall mean any biological material (routinely oral saliva or buccal swabs) accepted by WTD for logistics management and DNA profiling. 'DNA Testing' and 'DNA Analysis' refer to any variety of genetic or relationship interpretation executed by WTD's accredited third-party laboratory partners.

2. SCOPE OF SERVICES & ACCREDITED GLOBAL LABORATORY NETWORKS

2.1 Independent Field Logistics Agency: WTD operates exclusively as a specialized administrative logistics and field collection network. WTD does not maintain physical laboratory profiling hardware inside Jamaica and does not personally process or analyze samples. WTD fulfills its service contracts by matching and routing individual cases to highly accredited external global laboratory networks.

2.2 Regional Laboratory Dispatches: To preserve legal consensus and tracking parameters across global jurisdictions, WTD contractually dispatches physical biological samples to international laboratory partners certified by relevant regional accreditation bodies:

- **Relationship & Prenatal Sequences:** Routinely transferred to specialized accredited laboratory infrastructures in the United States, Canada, the United Kingdom, Australia, or China.
- **Ancestry Profiling:** Routed exclusively to vetted genealogical analytical facilities in the United Kingdom.

- **Whole Genome Sequencing (WGS):** Routed via secure air logistics directly to highly accredited clinical-grade laboratory ecosystems situated in Italy, the United Arab Emirates (Dubai), or vetted partner laboratories inside the United States and continental Europe.

2.3 Timeframe Warranties: WTD exerts exceptional commercial diligence to finalize and deliver electronic reports within 7 operational days. However, because cross-border transit, customs clearances, and biological extraction rates fluctuate, WTD disclaims all structural liability for courier delays or laboratory analytical latency.

3. FINANCIAL FRAMEWORKS, SURCHARGES, & INSTALLMENT BLUEPRINTS

3.1 Upfront Disbursals: Full upfront transactional payment is required for standard internet-booked 'Peace of Mind' relationship or ancestry testing before custom analytical tracking codes are allocated or field technicians are mobilized.

3.2 Structured Installment Matrix (The 50/50 & Bespoke Instruments): To facilitate commercial flexibility, WTD permits clients to access structural installment options as authorized by corporate management:

- **The 50/50 Blueprint:** Clients may disburse an immediate 50% initialization installment to unlock field collection logistics. The final 50% balance must be settled immediately upon arrival of the raw data array. Under no circumstances will a final DNA report be unsealed, released, or digitally delivered until the balance is fully settled.
- **Bespoke Premium Installments:** For high-value diagnostic sequences, specifically including the Non-Invasive Prenatal Test (NIPP) priced at \$250,000 JMD, WTD may extend structured customized payment tracks. These are bound under strict programmatic schedules managed by WTD's compliance desk.

3.3 Administrative Card Surcharges: In strict alignment with the Electronic Transactions Act of Jamaica, all credit card or debit card transactions conducted online or via mobile Point-of-Sale (mPOS) terminals that exceed a gross total value of \$100,000 JMD will automatically attract a **5% administrative payment processing surcharge** to offset international processing fees.

3.4 Tax Status Disclosure: Clients are explicitly informed that WHOS THE DADDY LIMITED is currently not a GCT-registered entity. Accordingly, all fees stated, invoiced, or programmatically processed are total net amounts and do not include or accumulate local General Consumption Tax.

4. SUBSIDIZED FIELD DISPATCHES, NO-SHOW BREACHES, & LIQUIDATION OF ARREARS

4.1 Real-Cost Versus Subsidized Call-Outs: WTD routinely subsidizes field technician deployments across Jamaica, charging an e-commerce call-out fee of approximately \$8,000 JMD. The client acknowledges that the true, unsubsidized economic cost of island-wide driver logistics, fuel, vehicle wear, and field tech deployment averages **\$30,000 JMD** (\$20,000 JMD transit overhead plus a mandatory \$10,000 JMD technician field compensation allowance). WTD absorbs this \$22,000 JMD margin variation solely on the condition that testing proceeds to conclusion.

4.2 No-Show Breaches and Liquidated Damages: If WTD mobilizes a driver and technician to a client-selected address, and the client triggers a 'No-Show' (including failing to open the door, changing their mind upon arrival, or not being present after a multi-hour transit), the contract is breached. In such cases, the customer loses the benefit of the subsidized call-out rate and becomes immediately and contractually liable for the full, true economic loss of **\$30,000 JMD** as liquidated damages.

4.3 Arrears Enforcement and Credit Reporting: For any client who booked a dispatch without making a 100% upfront payment and subsequently triggers a no-show breach, WTD will immediately issue a formal **Invoice for Dispatched Arrears** for the full \$30,000 JMD. WTD maintains commercial integrations with licensed credit bureaus operating under the Credit Reporting Act of Jamaica (including Creditinfo Jamaica and CRIF NM Credit Assure). If the invoice remains unliquidated after 14 calendar days, WTD will upload the delinquent default data to the client's credit file, freezing their national credit score until full restitution is settled.

5. CLIENT WARRANTIES, CONTRACT PERFORMANCE, & AUTHORITY TO TEST

5.1 Specialized Logistics Classification: The client explicitly acknowledges that by scheduling an appointment, booking an online dispatch, or signing an authorization tracking sheet, they are executing a specialized contract for administrative logistics and genetic sample collection. This contract does not constitute medical advice or clinical healthcare provision, thereby immunizing WTD from medical malpractice frameworks or health facility licensing mandates.

5.2 The Consent Mandate: WTD will absolutely refuse to transfer or accept any biological sample unless accompanied by a fully completed, physically executed copy of its proprietary intake documents: the **Personal DNA Sample Consent Form** or the **Court Admissible & Immigration DNA Sample Consent Form (Form Reference: CA/IMG(V1.2))**.

5.3 Lawful Right and Declaration of Guardianship: The individual booking the test and submitting samples warrants under penalty of perjury that they possess the absolute legal authority, valid adult consent, or verified parental responsibility/legal guardianship necessary to authorize testing for every participant, explicitly including minors. The client agrees to indemnify and hold completely harmless WTD against any third-party civil or criminal claims arising from unauthorized sample procurement.

6. DISTANCE SELLING FRAMEWORKS, COOLING-OFF ERASURES, & STATUTORY VARIATIONS

6.1 Immediate Execution Requests: Under the UK Consumer Contracts Regulations, EU Distance Selling Directives, and Canadian provincial consumer protections, international clients ordering online hold a baseline 14-day statutory right of cancellation. However, by booking a specific, near-term field dispatch date or requesting rapid processing, the client explicitly demands immediate performance of the contract before the expiration of the statutory cooling-off window.

6.2 Cost Extractions upon Early Cancellation: If an international client cancels an order before laboratory processing commences but after administrative mobilization has begun, WTD will calculate and deduct all non-refundable accrued expenditures (including international kit shipping, custom tracking generation, and booking allocations) prior to issuing any remaining partial refund. Once physical samples are safely delivered to

an accredited regional laboratory sub-processor, the service is deemed fully customized and executed, and all statutory cancellation paths are permanently erased.

7. THIRD-PARTY TRANSIT CARVE-OUTS & MUTUAL INDEMNIFICATIONS

7.1 Public & Private Transit Frameworks: WTD's field technicians utilize diverse transit networks across Jamaica, including company vehicles, private staff vehicles, licensed contract taxis, and peer-to-peer ride-sharing applications (such as Uber). The client acknowledges that WTD acts purely as an administrative contractor and maintains zero direct oversight over third-party transportation networks.

7.2 Liability Carve-Outs: WTD disclaims all structural or tortious liability for road traffic accidents, asset damage, environmental sample degradation during transit, or delays caused by third-party transit grid lockouts. All field personnel utilizing personal vehicles pocket call-out reimbursements directly to cover localized maintenance, and the client agrees that any transit anomalies do not create vicarious liability for WTD.

8. JURISDICTIONAL SOVEREIGNTY, INTERNATIONAL ARBITRATION, & CLASS ACTIONS

8.1 Governing Law: These Master Terms and Conditions, alongside all underlying field collections and logistics tracking agreements, are governed exclusively by the laws of Jamaica and are subject to the absolute jurisdiction of the courts of Jamaica.

8.2 North American Arbitration and Class-Action Waiver: For clients accessing services or initiating transactions from the United States or Canada, any unresolved dispute, claim, or controversy arising out of or relating to WTD's services must be resolved through binding, individual arbitration administered by the American Arbitration Association (AAA) in accordance with its Consumer Arbitration Rules. The client explicitly waives any legal right to launch, join, or participate as a plaintiff or class member in any class, collective, or representative lawsuit against WTD or its licensor, Aqua Sports & Entertainment Xaymaca Ltd.