

TERMS AND CONDITIONS

1.1 Scope and structure of the Terms and Conditions

Smart EpiGenetX operates various product and services that are all governed by these Terms and Conditions.

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1.2 Definition

The Provider: means **Smart EpiGenetX SRL**

Service or Services means the Provider's products, software, services, and website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by you, regardless if the use is in connection with an account or not.

Personal Information is information that can be used to identify you, either alone or in combination with other information. The Provider collects and stores the following types of Personal Information:

Registration Information is the information you provide about yourself when registering for and / or purchasing our Services (e.g., name, email, address, user ID and password, and payment information).

Genetic Information is information regarding your genotype (e.g., the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by the Provider or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to the Provider.

Self-Reported Information is all the information about yourself, including your disease conditions, other health-related information, personal traits, family history, and other information that you enter into surveys, forms, or features while signed into your account.

Account is your personal environment in the website.

Account info means the package containing monthly supplements, menu suggestions, weight management, training schedules.

1.3 Acceptance of Terms

Your use of the Provider's Services (excluding any services provided by the Provider under a separate agreement) is subject to the terms of the legal agreement between you and the Provider set forth in these Terms and Conditions. Except as specified herein, these Terms and Conditions apply to any use of the Services, including but not limited to:

(a) submitting a saliva sample for DNA extraction and processing;

(b) uploading a digital version of your Genetic Information and interacting with it on the Provider's website. In order to use the Services, you must first agree to the Terms and Conditions. You may not use the Services if you do not accept the Terms and Conditions.

You can accept the Terms and Conditions by:

(1) clicking to accept or agree to the Terms and Conditions, on the website where this option is made available to you by the Provider for any Service; or by

(2) actually, using the Services. In this case, you acknowledge and agree that the Provider will treat your use of the Services as acceptance of the Terms and Conditions from that point onwards. In addition, when using in particular the Provider's Services, you shall be subject to any guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms and Conditions. The Provider also may offer other services from time to time that are governed by different terms of service.

Before the Agreement is entered into remotely, the text of these Terms and Conditions shall be made available to the Customer. The text of these Terms and Conditions shall be made available to the Customer electronically in such a way that the Customer can easily save it on a durable data carrier. If this is not reasonably possible, it shall be indicated, before the Agreement is entered into remotely, where the Customer can take note of the Terms and Conditions in an electronic form and that the text can, at the request of the Customer, be sent electronically or in some other way to the Customer free of charge.

Any references by the Customer to its own general sales and delivery conditions are expressly rejected.

1.4 Description of the Services

The Services include access to the Provider's public website and personal genotyping services, including the collection and analysis of your saliva sample. Unless explicitly stated otherwise, each new feature that augments or enhances the current Service shall be subject to the Terms and Conditions. You acknowledge and agree that the Services are provided 'AS-IS' and are based on the current state of the art of genetic research and technology in use by the Provider at the time of the purchase or viewing.

As research progresses and scientific knowledge and technology evolve, the Provider is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which the Provider supplies may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that the Provider may stop (permanently or temporarily) with providing some Services (or any features within the Services) to you or to other users generally at the Provider's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform the Provider when you stop using the Services unless you are requesting closure of your account. The Provider assumes no responsibility for the use of Services outside the terms of this Terms and Conditions or other applicable terms.

In order to use the Services, you must obtain internet access, either directly or through devices that access web-based content and pay any service fees associated with such access. You are solely responsible for paying such fees. In addition, you must give access to the Provider to all equipment necessary to make such an internet connection, including a computer and modem or other access device.

1.5. Prerequisites

1. Whether you submit your own saliva sample, or a saliva sample for anyone who has given you legal authority to do so, or otherwise supply your own Genetic Information, you may not use the Services and may not accept the Terms and Conditions in the following cases: (1) you are not of legal age to form a binding contract with the Provider; or (2) you are a person barred from receiving the Services under the laws of the jurisdiction in which you are resident or from which you use the Services.

2. In addition to the conditions above, if you contribute or otherwise supply the Provider with your own Genetic Information, you must be eighteen (18) years of age or older to agree to these Terms and Conditions on behalf of yourself or those who have given you legal authority to do so.

1.6. Risks and Considerations Regarding the Provider's Services

1. Once you obtain your Genetic Information, the knowledge is irrevocable. You should not assume that any information we may be able to provide to you, whether now or as genetic research advances, will be welcome or positive. You should also understand that as research advances, in order for you to assess the meaning of your DNA in the context of such advances, you may need to obtain further services from your physician or other health care providers.

2. You may learn information about yourself that you do not anticipate. This information may evoke strong emotions and has the potential to alter your life and world view. You may discover things about yourself that trouble you and that you may not have the ability to control or change (e.g., your genotype may have a higher than average chance of developing a specific condition or disease). These outcomes could have social, legal, or economic implications.

3. The laboratory might not be able to process your sample, and the laboratory process may result in errors. The laboratory might not be able to process your sample if your saliva does not contain a sufficient volume of DNA, or you do not provide enough saliva, or the results from processing do not meet our standards for accuracy. If the initial processing fails for any of these reasons, the Provider will reprocess the same sample at no charge to you. If the second attempt to process the same sample fails, the Provider will offer to send another kit to you to collect a second sample at no charge.

4. You should not change your behaviors with respect to health, solely on the basis of information from the Provider. Make sure you discuss your Genetic Information with a physician or other health care provider before you act upon the Genetic Information resulting from the Provider's Services. For most common diseases, the genes which we know about are only responsible for a small fraction of health risks. There may be unknown genes, environmental factors, or lifestyle choices that are far more important predictors. If your data indicate that you are not at elevated genetic risk for a particular disease or condition, you should not feel that you are protected. The opposite is also true; if your data indicate you are at an elevated genetic risk for a particular disease or condition, it does not mean you will definitely develop the disease or condition. In either case, if you have concerns or questions about what you learn through the Provider, you should contact your physician or other health care provider.

5. Genetic Information you share with others could be used against your interests. You should be careful about sharing your Genetic Information with others. Currently, very few businesses or insurance companies request genetic information, but this could change in the future.

6. Furthermore, Genetic Information that you choose to share with your physician or other health care provider may become part of your medical record and through that route be accessible to other health care providers and/or insurance companies in the future. Genetic Information that you share with family, friends or employers may be used against your interests. Even if you share Genetic Information that has no or limited meaning today, that information could have greater meaning in the future as new discoveries are made. If you are asked by an insurance company whether you have acquired Genetic Information about your health conditions and you do not disclose this to them, this may be considered to be fraudulent.

7. The Provider's Services are for informational and educational use only. We do not provide medical advice. The Genetic Information supplied by the Provider is for informational and educational use only. The Provider does not endorse, warranty or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care provider, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on our website. The Provider believes that: (a) genetics is only part of the picture of any individual's state of being; (b) the state of understanding Genetic Information is rapidly evolving and at any given time we can only comprehend part of the picture that the role of genetics may play; and (c) only a trained physician or other health care provider can assess your current state of health or disease, taking into account many factors, including in some cases your genetics as well as your current symptoms, if any. Reliance on any information provided by the Provider, the Provider's employees, others appearing on our website at the invitation of the Provider, or other visitors to our website is solely at your own risk.

1.7. User Representations

By accessing the Provider's Services, you agree to, acknowledge, and declare as follows:

1. You understand that information you learn from the Provider is not designed to independently diagnose, prevent, or treat any condition or disease or to ascertain the state of your health in the absence of medical and clinical information. You understand that the Provider's Services are intended for informational and educational purposes only, and that while the Provider's information might point to an elevated risk it should always be confirmed and supplemented by additional medical and clinical testing and information. You acknowledge that the Provider urges you to seek the advice of your physician or other health care provider if you have questions or concerns arising from your Genetic Information.

2. You give permission to the Provider, its contractors, successors and assignees to perform genotyping services on the DNA extracted from your saliva sample and you specifically request the Provider to disclose the results of analyses performed on your DNA to you and to others you specifically authorize.

3. You declare that you are eighteen (18) years of age or older if you are providing a saliva sample or you are accessing your Genetic Information.

4. You guarantee that any sample you provide is your saliva; if you are agreeing to these Terms and Conditions on behalf of a person from whom you have legal authorization, you confirm that the sample provided will be the sample of that person.

5. You confirm that this act is not subject to any export ban or restriction in the country in which you reside.

6. You agree that any saliva sample you provide, and all resulting data may be transferred and/or processed outside the country in which you reside.

7. You warrant that you are neither an insurance company nor an employer attempting to obtain information about an insured person or an employee.

8. You are aware that some of the information you receive may provoke strong emotion.

9. You take responsibility for all possible consequences resulting from your sharing with others access to your Genetic Information and your Self-Reported Information.

10. You understand that all your Personal Information will be stored in the Provider's databases and will be processed in accordance with the Provider's Privacy Statement.

1.8. Limited License

All rights reserved; distributed pursuant to a Limited License from the Provider; you agree you have no right to offer anyone else any further right with respect to this Services content. You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Services content (either in whole or in part) unless you have been specifically told that you may do so by the Provider or by the owners of that content, in a separate agreement.

1.9. Customer Conduct – Unlawful and Prohibited Use

As a condition of your use of the Services, you warrant to the Provider that you will not use the Services for any purpose that is unlawful or prohibited. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Services. Furthermore, you agree not to use the Services to violate these Terms of Service, any code of conduct or other guidelines which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with the Provider; or intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law.

You acknowledge and agree that you are solely responsible for – and that the Provider has no responsibility to you or to any third party for – any breach of your obligations under the Terms and Conditions and for the consequences (including any loss or damage which the Provider may suffer) of any such breach. In the event of a breach of any of these agreements, the Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof), and you will defend and indemnify the Provider and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

If you violate the terms of this Section and/or the Provider has reasonable grounds to suspect that you have violated the terms of this Section, the Provider has the right to suspend or terminate your account and to refuse any and all current or future use of the Service (or any part thereof).

1.10. Export Control and Applicable Laws and Regulations

Recognizing the global nature of the internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree that: (1) the provision of your sample is not subject to any export ban or restriction in the country in which you reside; (2) your sample and data may be transferred and/or processed outside the country in which you reside; and (3) you will comply with all applicable laws regarding the transmission of technical data exported from the country from which you access the Provider's Services online.

1.11. Genetic and/or Self-Reported Information.

Your saliva sample, once submitted to and analyzed by us, is processed in an irreversible manner and cannot be returned to you. See our website for more information on sample processing. Any Genetic Information derived from your saliva remains your information, subject to those rights we retain as set forth in these Terms and Conditions.

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You understand that you should not expect any financial benefit from the Provider as a result of having your Genetic Information processed or made available to you, as provided for in our Privacy Statement and Terms and Conditions.

1.12. Indemnity

You agree to defend and indemnify the Provider, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assignees against any claim, or demand, including reasonable attorneys' fees, made by any third party either; due to or arising out of User Content you submit, post to, or transmit through the Service; or your use of the Service; or your connection to the Service; or your violation of the Terms and Conditions; or your violation of any rights of another.

If you have submitted a saliva sample or otherwise provided your own Genetic Information, you will defend and indemnify the Provider, its employees, contractors, successors, and assignees against any liability arising out of the use or disclosure of any information obtained from genotyping your saliva sample and/or analyzing your Genetic Information that is disclosed to you consistent with our privacy

Statement or results from any third-party add-ons to tools we provide. In addition, if you choose to provide your Genetic and/or Self-Reported Information to third parties – whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes – you agree to defend and indemnify the Provider, its employees, contractors, successors, and assignees against any and all liability arising from such disclosure or use of your Genetic and/or Self-Reported Information.

1.13. No Resale of Service

Other than pursuant to the terms of the Limited License in Section 9 of these Terms and Conditions or unless otherwise agreed in a separate agreement between you and the Provider, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any part of the Service, use of the Service, or access to the Service.

1.14. Modifications to Service

The Provider reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You acknowledge and agree that (i) modifications may result in a delay in computations for some of the Provider's features or Services, and (ii) the Provider shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

The Software that you use may from time to time automatically download and install updates from the Provider. These updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit the Provider to deliver these to you) as part of your use of the Services.

You acknowledge that the Provider may offer different or additional technologies or features to collect and/or interpret Genetic Information in the future and that your initial purchase of the Service does not entitle you to any different or additional technologies or features for collection or interpretation of your Genetic Information without fee, and that you will have to pay additional fees in order to have your Genetic Information collected, processed, and/or interpreted using any future or additional technologies or features.

1.15. Termination

1. The Terms and Conditions will continue to apply until terminated by either you or the Provider as set out in this section. If you want to terminate your legal agreement with the Provider, you may do so by notifying the Provider at any time online by email via Customer Services. If you provide notice online, the Provider will send you an email asking you to confirm your request, and your notice will be effective following receipt of a second email confirmation from you.

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The Provider may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if: (1) you have breached any provision of the Terms and Conditions (or have acted in a manner which shows that you do not intend to, or are unable to comply with, the provisions of the Terms and Conditions); (2) the Provider is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the partner with whom the Provider offered the Services to you has terminated its relationship with the Provider or ceased to offer the Services to you; (4) the Provider is transitioning to no longer provide the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by the Provider is, in the Provider's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to the appropriate law enforcement authorities. You acknowledge and agree that the Provider shall not be liable to you or any third party for any termination of your access to the Services.

2. You can terminate this membership of Account Info with an appropriate explanation to the Provider subject to a notice period of 3 months. The Provider is entitled to terminate the user's membership at the month's end, with a notice period of 3 months. In the event that there is a good reason, the Provider is entitled to block access to your Account info immediately and to cancel your membership without prior notice. Upon termination of your membership, the Provider is entitled to block your access. In the event of termination of your membership, the Provider is entitled, but not obliged to delete content created by you. Any claim on your part to transfer the content created is excluded.

1.16 Provider's Proprietary Rights

1. You acknowledge and agree that the Provider (or the Provider's licensors, as applicable) own all legal rights, title, and interest in and to the Services, including any intellectual property rights (including but not limited to patents) which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by the Provider and that you shall not disclose such information without the Provider's prior written consent.

2. You further acknowledge and agree that the Services and any necessary software used in connection with the Services ('Software') contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.

Except as expressly authorized by the Provider, you agree not to – and not to permit anyone else to – modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or Software or any part thereof, in whole or in part. Software, if any, that is made available to download from the Services, excluding software that may be made available by end users through the Services, is the copyrighted work of the Provider and/or its suppliers.

Your use of the Software is governed by the terms of the end-user license agreement, if any, which accompanies or is included with the Software ('License Agreement'). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

3. Provider Inc., the Provider, and other Provider logos and product and service names are trademarks of the Provider and these marks together with any other Provider trade names, service marks, logos, domain names, and other distinctive brand features are the 'the Provider Marks'. Unless you have agreed otherwise in writing with the Provider, other than through the Limited License in Section 9, nothing in the Terms and Conditions gives you a right to use any 'the Provider' Marks and you agree not to display, or use in any manner, the Provider Marks.

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4. You agree that you shall not remove, obscure, or alter any proprietary rights' notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

5. Unless you have been expressly authorized to do so in writing by the Provider, you agree that by using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos.

1.17 Disclaimer of Warranties

You expressly acknowledge and agree that: (1) your use of the services is at your sole risk. The services are provided on an 'as is' and 'as available' basis. The Provider expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. (2) the Provider makes no warranty that (a) the services will meet your requirements; (b) the services will be uninterrupted, timely, unfailingly secure, or error-free; (c) the results that may be obtained from the use of the services will be accurate or reliable; (d) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations and (e) any errors in the software will be corrected. (3) any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. (4) no advice or information, whether oral or written, obtained by you from the provider or through or from the services shall create any warranty not expressly stated in the terms and conditions. (5) you should always use caution when giving out any personally identifying information about yourself or those for whom you have legal authority.

The Provider does not control or endorse any actions resulting from your participation in the services and, therefore, the Provider specifically disclaims any liability with regard to any actions resulting from your participation in the services.

1.18. Limitation of liability

Within the limits allowed by applicable laws, you expressly acknowledge and agree that the Provider shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of the provider, goodwill, use, data or other intangible losses (even if the Provider has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the services; (b) any action you take based on the information you receive in, through, or from the services; (c) your failure to keep your password or account details secure and confidential; (d) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the services; (e) unauthorized access to or alteration of your transmissions or data; (f) the improper authorization for the services by someone claiming such authority; or (g) statements or conduct of any third party on the services.

1.19. Notice

Notices to you may be made via either email or regular mail. The Provider may also provide notices of changes to the Terms and Conditions or other matters by displaying notices or links to notices to you generally, on or through the Services. Any notices that you provide without compliance with this section on notices shall have no legal effect.

1.20. Changes to the Terms of Service

The Provider may make changes to the Terms and Conditions from time to time. When these changes are made, the Provider will make a new copy of the Terms and Conditions available on its website and any new additional terms will be made available to you from within, or through, the affected Services.

You acknowledge and agree that if you use the Services after the date on which the Terms and Conditions have changed, the Provider will treat your use as acceptance of the updated Terms and Conditions.

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2. Terms and Conditions for using Account

By accessing the program via the website www.genetx.eu, including the corresponding subdomains ('Website') as well as via the use of the Mobile Application ('App'), you agree that the following terms and conditions have been accepted and recognized. If you do not agree with these Terms and Conditions, you must refrain from accessing programs.

2.1. Scope

These terms and conditions govern the contractual relationship between the Provider and you, as well as the Privacy Statement.

2.2. Conditions of Use

JavaScript must be enabled in the web browser to use the website. JavaScript is enabled by default in all browsers. The Provider offers no support for problems with the execution or representation of the website and related programs that are related to the hardware or software environment of the website (and are therefore not directly attributable to the website and therefore beyond the control of the Provider.

This is especially true for problems that are attributable to the IT security rules and settings of the Customer or any outdated browsers.

2.3. Customer's Usage Rights

The Provider grants you the non-exclusive right, which depends upon compliance with the terms and conditions, to use the information made available on the website or through the App ('Information') for the Provider, to non-commercial and non-public personal use. Any use for public or commercial purposes, in particular the reproduction, transfer, modification and/or linking of the website for public or commercial purposes in any form is prohibited.

2.4. Account Creation, Customer Account, Password, Username and Security Obligations

In consideration of your use of the Services, you agree to: (a) supply the Provider with true, accurate, current, and complete Registration Information about yourself as prompted by the Service; and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you supply the Provider with any Registration Information that is untrue, inaccurate, not current, or incomplete, or if the Provider has a reasonable ground to suspect that such information is untrue, inaccurate, out of date, or incomplete, the Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

After you have purchased our Service, you will create a password and account designation. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. If you allow third parties to access the Provider's website through your username and password, you will defend and indemnify the Provider and its affiliates against any liability, costs, or damages, including attorney fees, arising out of claims or suits by such third parties based upon or relating to such access and use.

You agree to (a) immediately notify the Provider of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Provider cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

2.5. Intellectual Property

All elements contained on the website or in the App, in particular information, recipes, data, images, layouts, etc., are the intellectual property of the Provider, or authorized third parties. By exercising the rights of use, you acquire no rights to the elements mentioned.

An uploading of recipes and all associated data and images (collectively: 'Recipes') by you results in all rights to the recipes being transferred to the Provider free of charge. You hereby transfer all such rights to the Provider. The transfer is unlimited in time, place and material terms. Furthermore, you give the Provider all consents, required under data protection law, which may be necessary to use the recipes as part of the website or the App.

2.6. Disclaimer

Any liability of the Provider in connection with these Terms and Conditions, the website or the App is specifically excluded to the extent permitted by law. In particular, any liability of the Provider for damages (including collateral damages such as consequential damages or indirect damages or losses incurred by the Provider) arising from the access to the website or the App, their elements and/or from their use (recipes, advice, fitness exercises, etc.) or arising from the impossibility or restriction of access or use (such as functional interruptions, technical error, etc.) is excluded. The Provider is also not liable for abuse of the internet and associated damage incurred by viruses and similar damaging elements, nor for security lapses and failures of the telecommunications networks and the internet. In particular, the operational readiness of the internet cannot be guaranteed. Transmission errors, technical defects, malfunctions, illegal intrusion into the network, overloading of the network, willful blocking of electronic access by third parties, interruptions or other shortcomings on the part of network operators may occur.

2.7. No Warranty

The Provider gives you no warranties in connection with the website or the App. In particular, the Provider issues no assurance of the correctness, accuracy, reliability, timeliness, adequacy or completeness of the information contained on the website or made available with the App and excludes all liability for incomplete or incorrect content. All information is provided without warranty. In particular, the Provider does not extend guarantees for the goods and services offered on the website or through the App and for any consequential agreements. The Provider owes only the effort for use of the service offered, but not its success. You can purchase products through the website.

2.8. Obligation

You agree to indemnify the Provider against any complaints, damage, losses or claims that may arise from the registration and/or use of the website or the App and the information thus made available.

2.9. Links

The Provider is not responsible for and excludes all liability for the content of websites referred to by links on the website or via the App. Access to these links is at your risk. All liability claims by you against the Provider in connection with such links are – as far as legally permissible – excluded.

2.10. Reserved Rights

The Provider has the right to delete user accounts, provided reasonable doubt regarding the correctness of the statements made exists. Also, the Provider reserves the right to supplement information or changes made accessible on the site or App at any time, or to delete them. Measures do not reduce the prices to be paid.

2.11. Prices

The prices are including VAT. All current prices are listed on the website. These prices are an integral part of the contractual relationship. The total amount of each subscription shall be due immediately upon conclusion of the Agreement.

2.12. Price adjustments

The Provider has the right to make price adjustments.

2.13. Terms of payment

1. When signing a contract or contract extension through the website the following payment methods are available: Credit Cards, PayPal or payment by invoice (may include an additional administration fee).

2. You are obliged to pay the purchase price immediately, using one of the payment options offered on the website. You are not authorized to deduct any amount from this purchase price due to offsetting of any discounts which have not been expressly agreed to, or due to counterclaims made by them.

3. The purchase price includes the price for the items and the costs of packaging. Costs for transport and delivery to your location are for your account, unless expressly agreed otherwise.

4. Alternative payment arrangements must be specifically agreed in writing.

5. You shall be deemed to be in breach of payment obligations, without a demand letter or notice of default being required, once the term of 14 days after invoicing has expired, or longer if agreed to in writing, as long as you have not fully met your payment obligations, or if you have applied for suspension of payments in or out of court, or if bankruptcy has been filed for, or you have been declared bankrupt.

6. If you do not meet your payment obligations on time, and if you fail to comply with a notice of default for a period of one week, the Provider is entitled to consider the Contract of Sale as terminated without recourse to the courts. If this is the case, you shall be liable for any damages incurred by the Provider, comprising inter alia of loss of profits, transport costs and notice of default costs as required.

If the Provider resorts to extrajudicial measures in the event of attributable breach in performance on your part, the costs with respect to this shall be for your account. These costs shall amount to 15% of the invoiced amount, with a minimum of € 150, an amount which is not subject to judicial mitigation. In addition, if the payment of an invoice is not received within 14 days of the date of invoice, you shall owe interest over the invoice amount in accordance with statutory interest, applicable during the time that you are in default, whereby the time shall be calculated in full months.

7. The Provider is entitled to issue all payments, in a sequence to be decided at the Provider's discretion, less amounts that the Customer owes to the Provider due to deliveries, interest and/or costs, regardless of deviating provisions or payments.

8. In the event of increases inter alia in wages, salaries, social security costs, prices of materials or raw materials, turnover tax or any other increases or changes whatsoever, the Provider is entitled to pass these increases on to you.

2.14. Privacy Policy

1. In order to use the Services, you must first acknowledge and agree to the Privacy Statement. You may not use the Services if you do not accept the Privacy Statement. You can acknowledge and agree to the Privacy Statement by (1) clicking to accept or agree to the Privacy Statement, where this option is made available to you by the Provider for any Service; or by (2) actually using the Services.

2. You acknowledge and agree that the Provider has the right to monitor any use of its systems by its personnel at any time and maintain copies documenting such monitoring. Our Privacy Statement sets forth the only expectations of privacy any individual should have in terms of usage of the Provider's Services, website, or other systems. Further, you acknowledge and agree that the Provider is free to keep and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good-faith belief that keeping or disclosing this information is reasonably necessary to: (a) comply with legal process (such as a judicial proceeding, court order, or government inquiry) or obligations that the Provider may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the Provider's Terms and Conditions; (c) respond to claims that any

content violates the rights of third parties; or (d) protect the rights, property, or personal safety of the Provider, its employees, its users, its clients, and the public. In such event we will notify you through the contact information you have provided us in advance, unless doing so would violate the law or a court order. You understand that the technical processing and transmission of the Services, including your Personal Information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Finally, the Provider may, at its sole discretion, restrict access to the website for any reason.

3. Please refer to our Privacy Statement to read about data protection related to your information. See our complete Privacy Statement [here](#).

3.1 Data security

You are aware that data protection for data transmissions on the internet cannot be guaranteed under the current state of technology. Consequently, you are yourself responsible for data transmitted on the internet. All personal ordering information, such as your name, address and the numbers of your credit cards are sent encrypted and stored on a server that is protected against unauthorized access.

3.2 The Customer's rights

You may at any time request that the Provider delivers to you a copy of personal data related to your profile. Furthermore, the Provider will correct or delete your data on request at any time.

3.3. The Customer's data after the termination of the contract

After termination of the contract, your profile data will not be deleted, unless you explicitly request this. However, even after the termination of the contract, you are entitled to have your profile data corrected or deleted at any time.

3.4. Final Provisions

The Provider reserves the right to change these terms at any time. When such adjustments are made, the Provider shall publish them on the site immediately. It is up to you to stay abreast of the currently valid version of the Terms and Conditions.

Should one or more of the provisions of these Terms and Conditions be void or invalid, this shall not affect the rest of the Terms and Conditions. In the event of invalidity or ineffectiveness of a clause, it is to be replaced by one that most closely approximates the economic purpose of the invalidated provision.

All notices by the Provider to the Customer in accordance with these Terms and Conditions are to be considered as having taken place when the Provider sends the message to the Customer by e-mail to the address given by the Customer to the Provider.

3. Terms and Conditions for Dietary Supplements

3.1 Scope

Our Terms and Conditions apply exclusively; conflicting conditions or the contractual partner's conditions deviating from our Terms and Conditions are not accepted unless we have agreed to them in writing. Our Terms and Conditions shall apply without reservation even if we carry out or accept deliveries or contract manufacturing, despite the knowledge of conflicting conditions and any conditions deviating from our Terms and Conditions and those of the contractor. All agreements made between us and the contracting party for the purpose of contract execution shall not be legally effective unless in writing.

Verbal commitments or written statements shall only be valid if confirmed in writing. Our Terms and Conditions also apply to future transactions, particularly when they take place later by telephone, in writing or by fax.

3.2 Liabilities/Late Payments

You are obliged to pay the purchase price immediately, using one of the payment options offered on the website. You are not authorized to deduct any amount from this purchase price due to offsetting of any discounts which have not been expressly agreed to or due to counterclaims made by them. The purchase price includes the price for the items and the costs of packaging. Costs for transport and delivery to your location are for the Customer's account, unless expressly agreed otherwise. Alternative payment arrangements must be specifically agreed in writing.

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You shall be deemed to be in breach of payment obligations, without a demand letter or notice of default being required, once the term of 14 days after invoicing has expired, or longer if agreed to in writing, as long as you have not fully met your payment obligations, or if you have applied for suspension of payments in or out of court, or if bankruptcy has been filed for, or you have been declared bankrupt. If you do not meet your payment obligations on time, and if you fail to comply with a notice of default for period of one week, the Provider is entitled to consider the Agreement of Sale as terminated without recourse to the courts. If this is the case, you shall be liable for any damages incurred by the Provider, comprising inter alia of loss of profits, transport costs and notice of default costs as required. If the

Provider resorts to extrajudicial measures in the event of attributable breach in performance on the part of the Customer, the costs with respect to this shall be for your account. These costs shall amount to 15% of the invoiced amount, with a minimum of € 150, an amount which is not subject to judicial mitigation. In addition, if the payment of an invoice is not received within 14 days of the date of invoice, you shall owe interest over the invoice amount in accordance with statutory interest, applicable during the time that the Customer is in default, whereby the time shall be calculated in full months.

The Provider is entitled to issue all payments, in a sequence to be decided at the Provider's discretion, less amounts that the Customer owes to the Provider due to deliveries, interest and/or costs, regardless of deviating provisions or payments.

In the event of increases inter alia in wages, salaries, social security costs, prices of materials or raw materials, turnover tax or any other increases or changes whatsoever, the Provider is entitled to pass these increases on to you.

3.3 Retention of Title

The goods will remain at our property until full payment of the purchase price and all related costs and expenses. In the event of even partial delay in payment, we shall be entitled to collect the goods without the buyer's consent. Assertion of the reservation of ownership shall involve a withdrawal from the Agreement only if this is explicitly declared. A resale of the goods is only permitted under note of ownership and advance assignment of the resale price.

3.4 Delivery

Compliance with the agreed delivery period presupposes the clarification of all execution details. Naturally we strive to meet or exceed the agreed delivery time. Should we be unable to keep the agreed delivery date, the purchaser is obliged to impose a cure period of four weeks in writing. If the delivery is made within the prescribed period, the performance of the contract is to be considered as provided in due course. The buyer shall only have right of withdrawal from the contract due to non-timely fulfilment in the event that the Agreement has not been fulfilled despite a written request and fruitless expiry of a grace period of four weeks included therein. If the delay on our part is intent or gross negligence, the Customer is entitled to claims for damages for non-performance, but our liability for damages is limited to foreseeable damage.

We are entitled to premature delivery deviating from the agreed delivery date. In this case, the Customer is obligated to accept the goods even before the agreed delivery date. Unless otherwise agreed in writing, the Customer is also obliged to accept partial deliveries as fulfilment. If the Customer delays acceptance or is in violation of other obligations to cooperate, we shall be entitled to demand compensation for damages incurred by us, including any additional expenses by the Customer. The delivery shall be deemed as agreed 'ex works'. If desired by the Customer, we will insure the shipment for transport at the expense of the Customer.

3.5 Defects and Warranty

The Provider's warranty obligation shall never extend beyond 3 days of delivery, unless expressly provided otherwise in a clause drawn up in writing between the Parties. The Provider shall hold itself liable towards you and your customers for damage to items incurred during the warranty period mentioned in the order confirmation, unless the damage is brought about by the fact that you or one of your customers used the goods contrary to the instructions for use provided or otherwise made a mistake during use. You are only entitled to make claims under warranty insofar as:

- you followed the Provider's instructions;
- you are not in default;
- the items have not been exposed to abnormal circumstances or have not been treated negligently or incompetently;
- the items have not been stored for longer than is normal, as a result of which deterioration has occurred;
- the Provider is given the opportunity to examine the items within ten days of being notified of the defect;
- there is no question of vandalism.

The Provider's liability is limited to the free repair of a defective item or to replacing the item or a part of it, all of which at the discretion of the Provider. Subject to the provisions of this section, neither the Provider nor its members of staff, nor third parties engaged by the Provider for their work or advice shall ever, for any reason whatsoever, be held liable for any damage to the Customer's items or for any consequential damage due to items supplied by the Provider.

You must examine the supplied items, or have them examined, on delivery – or as soon as possible after that. Claims related to visible defects shall only be dealt with if they are brought to the attention of the Provider, in writing, by registered letter, within three days of receipt of the items. Claims related to invisible defects shall only be dealt with if they are brought to the attention of the Provider, in writing, by registered letter, within three days of the defects being discovered. For claims submitted on time, the Provider shall be given the opportunity to assess the complaint, failing which they shall not be eligible for processing.

If the Provider finds the claim to be justified, the Provider shall be given the opportunity to take the requisite measures, or to replace the rejected items with others. Claims shall not be dealt with if it becomes apparent that third parties have modified the items in some way. After the abovementioned terms have lapsed, the Customer shall be deemed to have approved the supplied items or the invoice, as the case may be. From that time forth, the Provider will no longer deal with claims.

If this Agreement concerns items which the Provider purchases or has purchased from third parties, the Provider's responsibility and/or liability is restricted to that for which the Provider's supplier is responsible and/or liable towards the Provider.

Products may be returned within a period of three days of delivery, provided they are unopened and intact, and provided the Provider's customer services have been notified of this. In the event of returns, a normal contribution towards shipping costs will be charged.

Should a product that is not in good condition reach you, please contact customer services. Products which are not in good condition when they reach the Customer should also be returned, after contacting customer services; in this case, a contribution to shipping costs shall be assessed on a case-by-case basis. Items for which the protective packaging has been broken can for this reason not be returned without the Provider having been contacted expressly on this subject.

3.6. Information Requirements

You must immediately inform us of any damage resulting from goods delivered by us that you become aware of, especially if a third-party requests reimbursement for damages under the title of product liability or the disclosure of his/her supplier, becomes aware of a product defect of our goods in

another way or is damaged himself/herself. The Customer shall compensate us for costs incurred by us due to nonimmediate notification (e.g., compensation claims).

You are responsible for checking invoices for goods and/or commission statements from transactions of Customers with the Provider immediately and for notifying the Provider in writing of any deficiencies in the invoice within a period of 14 days after receipt of the invoice.

3.7. Sale

3.7.1 Offer

Our offers are non-binding. The order signed by the ordering party is a binding offer. We are entitled to accept this statement of intent within eight days by sending an order confirmation or by sending the ordered goods to the buyer. The purchaser will be bound to the offer for that time. Acceptance of all orders is subject to the availability of products.

3.7.2 Subject to change

We reserve the right to change the presentation, administration and composition of our products.

4.0 Terms and Conditions for the Agreement: Manufacturing of Dietary Supplements

4.1 Warranty/Liability

The Provider assumes no liability with respect to the chemical or physical reactions of the product and the durability of the finished product in cases of contract manufacturing according to the specifications by the contracting authority. We also exclude – as far as legally permitted – all claims for damages made. Warranty for the chemical stability of the product to be developed will be taken only after conducting a six-week stress test; these tests are carried out only on commission. The accuracy of furnished raw materials is the sole responsibility of the Customer.

4.2 Product Development/Labelling

New recipes are tested/created by the Provider. The resulting product development costs, unless otherwise specified in a written agreement, are borne by the Customer. We are also mandated under the manufacturing agreement to customize the labels of the product. This is done by taking a corresponding sample number to determine and match the exact composition of the product. If the labels are added by the Customer, we assume no liability for the compliance of the information on the labels with the actual content of the finished product.

4.3 Product Costing

Our product calculation is based on a predetermined amount of information. Deviations from the actual filling weight are possible because of the various specific gravities and densities of ingredients, wherein fluctuations of +/- 7% on our price position are ignored. Higher deviations are post-calculated accordingly. In the provision of raw materials by the Customer, a production-related shrinkage of at least 10% is to be expected.

4.4 Marketability

We accept no liability and extend no warranty regarding the marketability in composition, dosage, label text, etc.

4.5 Industrial Property Rights

If manufactured according to the Customer's requirements, the Customer guarantees that any patent, utility model or other intellectual property rights are vested in it. The Customer is obliged to indemnify us against any claims by third parties.

4.6 Right of Withdrawal

You have the right to withdraw from this Agreement within 14 days without giving a reason. The

withdrawal period shall be 14 days from the date on which you have accepted the goods. To exercise your right of withdrawal, you must inform us by means of a clear statement by email of your decision to withdraw from this Agreement. To safeguard the withdrawal period, it is sufficient that you send your communication regarding the exercise your right of withdrawal before the expiry of the withdrawal period.

4.7 Effects of Withdrawal

If you withdraw from this Agreement, we will reimburse all payments which we have received from you, including the costs of supply (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery than that which is offered by us, i.e., ground shipping), and repay you immediately, no later than within 14 days from the date on which the notification of cancellation of this Agreement with us is received. For this repayment we shall use the same method of payment that you used in the original transaction, unless you expressly agreed otherwise; in any case you will be charged fees for this repayment.

We may withhold reimbursement until we have received the returned goods, or until you have demonstrated that you have returned the goods, whichever occurs earlier. You have to return the goods to us immediately and, in any event, no later than 14 days from the date on which you informed us about the withdrawal of this Agreement. The deadline is met if you send the goods before the deadline of 14 days.

You bear the direct cost of returning the goods. You only have to pay for any diminished value of the goods if this value is due to a loss necessary to ascertain the nature, characteristics and functioning of the goods.

5. Terms and Conditions for Marketing Activities

The Provider reserves the right to generally contact customers for marketing and information. This includes emails, SMSs, messages on the mobile phone application, direct mail and telephone contact.

However, you may at any time withdraw this consent by using the 'unsubscribe' function at the bottom of the email. In this case, the Provider shall not contact you for advertising purposes again.

6. Conditions for Use of Testimonials and Experience Reports

Testimonials and experience reports that are submitted to the Provider shall become the property of the Provider and may be used anonymously (i.e., without the ability to link them to the identity of the person) for advertising purposes.

7. Jurisdiction

European Union law and these Terms and Conditions govern all agreements that the Provider enters into, also if the performance of work takes place outside the Europe any disputes arising from an agreement to which these Terms and Conditions apply entirely or in part, or which arise as a consequence of agreements to be entered into later which are a consequence of such an agreement, shall be submitted, at the discretion of the Provider, to the competent court in the Provider's place of business or in the Customer's place of business, unless a mandatory statutory provision dictates otherwise. Notwithstanding this, the Provider may agree with the Customer to have the dispute resolved by independent arbitration.