

# Terms of Service

## Introduction

Plant-Based Health Ltd ("Plant-Based Health") is registered at Elm Barn, Lovington Lane, Worcester, WR2 6QQ. UK Company Registration is 12124440.

To use any Plant-Based Health Service, you must agree to these Terms of Service ("TOS"). This is a legal contract that affects your rights and obligations. You should read this because any use of the Service signifies your acceptance of these Terms of Service.

## Key Terms And Definitions

**"Aggregate Genetic and Self-Reported Information"** – is Genetic and Self-Reported Information that has been combined with that of other users and analysed or evaluated as a whole, such that no specific individual may be reasonably identified.

**"Consent Document"** - means a specific document dedicated to obtaining the express, written and voluntary consent from a User to Process their Information, and specifically for all processing of Genetic Information and/or Sensitive Personal Information for Purposes of Plant-Based Health Research and R&D.

**"Controller"** – means a person who (either alone or jointly or in common with other persons) determines the Purposes for which and the manner in which any Information is, or are to be, Processed.

**"Processor"** - in relation to personal data, means any person or organisation (other than an employee of the Controller) who processes the data on behalf of the Controller.

**"Plant-Based Health Research"** – means scientific research that Plant-Based Health performs with the intent to publish in a peer-reviewed scientific journal. Plant-Based Health Research only uses Genetic and Self-Reported Information from users who have given informed consent according to the applicable Consent Document.

**"Genetic Information"** – means Personal Information relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question.

**"Information"** - means any data received by Plant-Based Health from Users for Purposes of providing the Services or making Our Site available, and includes Personal Information, Genetic Information and Sensitive Personal Information.

**"Our Site"** - means the website owned by Plant-Based Health, located at <https://www.myVeganGenie.com/>.

**"Personal Information"** - means any data about a Data Subject that can be used to identify the Data Subject, whether directly or indirectly, and includes data such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, and as further defined in Applicable Law.

**"Privacy Policy"** - means [www.myVeganGenie.com/privacystatement](https://www.myVeganGenie.com/privacystatement) and [www.myVeganGenie.com/dataprotectionpolicy](https://www.myVeganGenie.com/dataprotectionpolicy).

**"R&D"** - scientific research and development based on the data obtained from our Users. These activities include, among others, the improvement of services, offering new services and products, and performing data analysis activities.

**"Registration Information"** – details captured when registering for our services and/or purchasing a product for an account to be set up with personal login credentials and will be used to provide you with your chosen services. You will be asked to provide details such as

name, contact details and DOB to facilitate service delivery, communicate with you and perform identity verification during inbound and outbound contact.

**"Self-Reported Information"** – any details shared with us by the User. It may include Personal Information, medical conditions, sports-related information, ethnicity, family history, and other information that you enter in surveys, forms or features while entering Our Site. Self-Reported Information is used in Plant-Based Health Research where consent has been given.

**"Services"** - Plant-Based Health's products, services and website (including graphics, text, images and other information displayed on Our Site or in our educational material), DNA testing, reporting and follow-up consultations.

**"User"** - means you, the person making use of Our Site and/or the Services and whose Information we Process as a result;

**"User Content"** - all other information provided by Users not including Genetic Information and Self-Reported Information.

**"you" and "yours"** - means you as the User of Our Site and/or Services to whom this TOS is applicable to, and the Data Subject for purposes of the Privacy Policy.

## Acceptance Of Terms

Your use of Plant-Based Health's Services is subject to the terms defined in these TOS. These TOS apply to any use of Plant-Based Health's Services, including:

1. Submitting a saliva sample for DNA extraction and analysis;
2. Providing a digital version of your Genetic Information and interpreting the analysed data and information on Our Site; and/or
3. Registering and using a free Plant-Based Health account without providing a saliva sample or Genetic Information.

Your use of the Services is also subject to any applicable terms, policies or rules that we may post or provide links to. This currently includes the Plant-Based Health Privacy Policy, Consent Documents, Delivery Policy and Order Cancellation and Refund Policy. All such applicable terms, policies and rules are considered part of these TOS.

To use Plant-Based Health's Services, you must first agree to the TOS. You cannot use the Services if you do not accept the TOS. The TOS can be accepted by:

1. accepting or agreeing to the TOS (this option is available through Plant-Based Health for any Service);
2. acknowledgment of the Consent Document; and/or
3. continuous use of the Services. In this case, you accept and agree that Plant-Based Health will treat your continued use of the Services as implied acceptance of the TOS from that point onward. Some of the Services (both existing and new) may be subject to additional terms and/or conditions. When you first use these services, we will bring this to your attention. The terms for such services are subject to revision or change, like the rest of the TOS. When any such changes are made, we will provide notice as described in the TOS.

## Prerequisites

Direct-to-consumer Users who provide Genetic Information must be (a) at least 18 years of age regardless of permission from parents or guardians, and (b) lawfully able to use the Service under the laws where you reside.

## The services

The Services include access to Our Site and its personal genetic services, which include the collection, extraction, and analysis of your Genetic Information, based on a saliva sample or the electronic transmission of your Genetic Information from other sources at your direction. Unless stated, each new feature that is added to the current Services will be subject to the TOS. You

accept and agree that the Services are provided "AS-IS" and are based on the current state of genetic research and technology used by Plant-Based Health when using the Services.

Our Services provide analysis and recommendations based on nutrigenomics only. This means that Plant-Based Health only provides information related to fitness and nutrition. Plant-Based Health do not analyse or report disease risk, genealogy, ancestry, or any traits that are not already provided in your health report. Although you can request to receive your raw data, you request or receive this data at your own risk. We do not and will not provide any further analysis, support or recommendations for any Genetic Information that is not reported in your health report. You may not request any further analysis of your Genetic Information other than that we provide as part of our Services.

Scientific research is always changing and genetic technology is always evolving; therefore, Plant-Based Health is always innovating to provide the best information to its Users. You agree that the Services might change from time to time without any prior notice. As part of this continuing evolution of science, you accept and agree that Plant-Based Health might stop (permanently or temporarily) providing some Services (or features within the Services) to its Users without prior notice.

You can stop using the Services at any time. You do not need to inform Plant-Based Health when you stop using the Services, unless you request to close your account. Plant-Based Health does not have any responsibility for the use of the Services outside the TOS terms or any other terms that apply.

To make use of the Services, you must have Internet access, directly or through devices that have access to web content, and you must pay any outside service fees associated with this access. You must also provide all the equipment necessary to connect to the Internet, which includes a computer and a modem or another access device.

Our Site is UK-based. For users outside the UK, you understand that any or all of our Services may not be relevant or available to you. By using any Services, you will agree to any alternative or additional terms and policies that may apply.

Samples must be returned to us within 6 months from the original order date. Samples received after this time will not be processed and no refunds will be given for samples not returned to us within that time.

## Risks and Considerations

- Plant-Based Health believes that:
  1. Genetics is not the full picture of someone's present, future or potential state of being;
  2. The understanding of Genetic Information is always evolving and there are still many things to discover and understand;
  3. Only a healthcare professional can assess your state of health or conditions, considering many factors, including your Genetic Information and your current symptoms;
  4. There are still unknown risks that may be discovered as research continues.
- **Genetic Information is limited** - Genetic Information provides limited insight into health and fitness. It is only one aspect of an individual's entire health and fitness outlook and should not be assumed to be conclusive. There are other factors, such as other (perhaps unknown) genetic markers, environmental factors and lifestyle choices, which also affect wellness traits. In many cases, the analysis of your Genetic Information is based on correlations between certain genetic markers and different characteristics. Genetic Information often cannot provide conclusive information about the interaction between certain genes and environmental factors, which can significantly change a particular outcome. You rely on information provided by Plant-Based Health, Plant-Based Health's employees, and others appearing on Our Site at your own risk. From your Plant-Based Health genetic test, we receive only a small selection of genetic variants specifically associated with wellness traits. Our Services interpret Genetic Information based on

published scientific studies, but many scientific studies may be based solely on one ethnic group, sex or other specific population. Therefore, some of the interpretations that we provide may not be applicable to you. The scientific community is still learning about genetics, and one of our goals is to contribute to this research for the vegan and plant-based population. In addition, future genetic research may change how DNA is interpreted by Plant-Based Health and may show previous research to be incomplete or inaccurate.

- **Plant-Based Health's Services are for research, informational, and educational use only. We do not provide medical advice.** You agree that you should not alter your health, fitness, nutrition or wellness behaviours based solely on the information provided by Plant-Based Health. If we provide to you on our Site any recommendations that identify for you, based on your Genetic and Self-Reported Information and scientific literature or research, potentially actionable information, this information is intended for informational purposes only and for discussion with your physician or other healthcare provider. Plant-Based Health does not guarantee the effectiveness of any specific course of action, procedures, opinions, or other information that may be mentioned on Our Site. Moreover, Genetic Information we report may not have been clinically validated. The Services are not intended to be used by the customer for any diagnostic purpose and are not a substitute for professional medical advice. You should always seek the advice of your physician or other healthcare provider with any questions you may have regarding diagnosis, cure, treatment, mitigation, or prevention of any disease or other medical condition or impairment or the status of your health. Referral to a healthcare professional to discuss results is recommended before acting upon data provided by our Services.
- **Learning about one's Genetic Information may evoke unexpected emotional responses.** In some cases, Genetic Information may provide knowledge and information that may be unexpected or cause distress. You should consider the impact the information may have on you before using Plant-Based Health's Services. 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 Plant-Based Health, your physician, a genetic counselor, or other healthcare provider.
- **Incidental Findings** - During the course of testing, our third party laboratory will analyse a large number of single nucleotide polymorphism (SNPs) that may not be relevant to nutrition and/or fitness. As the primary and sole focus of our Services is providing information related to nutrition and fitness, we will only report to you such information. We do not report any additional genetic information not related to the primary purpose of our Services. Nonetheless, a subset of the SNPs we collect information on, or SNPs that we don't include in our report to you but that are present in your raw data, may have been associated to a specific phenotypic trait not related to nutrition or fitness, including associations to a specific disease or increased susceptibility to a specific disease. If you find that a SNP we report on or that is present in your raw data is associated to a phenotypic trait not related to nutrition or fitness, that information is referred to as an incidental or secondary finding. It is also important to understand that SNPs which are currently not associated with any disease may be in future. Plant-Based Health takes no responsibility for any such findings.
- **Sharing Genetic Information** - Sharing Genetic Information with companies, family, friends or employers should be done with caution as it may be used against your best interests and in some cases, may have limited meaning today, but could have a greater meaning in the future. Genetic information shared with a healthcare provider can become part of your medical records and could potentially be accessed by third-party health care providers or insurance companies.
- **Laboratory and technology** – You understand that the technology used by Plant-Based Health's third party laboratory has not been used or validated for clinical testing, although is it used in scientific research. The laboratory may not be able to process your sample if: your saliva does not contain a sufficient volume of DNA, you do not provide enough saliva, or the results from processing do not meet our standards for accuracy. A small,

unknown fraction of the data generated during the laboratory process may be uninterpretable or incorrect (referred to as "Errors"). As this possibility is known in advance, users are not entitled to refunds where these Errors occur.

## **User Representations**

By accessing Plant-Based Health Services, you agree to, acknowledge, and represent as follows:

1. You understand that the information you obtain from Plant-Based Health is not designed to diagnose, prevent, or treat any conditions or to discover the state of your health without clinical and medical information.
2. You understand that the Plant-Based Health Services are only for research, informational, and educational purposes and that while information provided by Plant-Based Health might suggest a propensity towards a particular illness or health condition, or point to a possible diagnosis or treatment, it should always be confirmed and assessed by clinical and medical information and testing. Plant-Based Health does not provide any health or medical treatment or advice.
3. You understand that Plant-Based Health encourages you to seek the advice of your healthcare providers or your physician if you have questions or worries regarding your Genetic Information.
4. You confirm that you are above the age of 18 in the UK, or the age of majority in the jurisdiction in which you reside, if you provide a saliva sample or if you access your Genetic Information.
5. You guarantee that the sample you provide is coming from your saliva.
6. If you are providing your saliva sample from a place outside the UK, you confirm that this action is not subject to any export ban or restriction in the country where you live. Please note, services to residents of France are prohibited due to restrictions according to the French Law (Article 16–1 Civil Code).
7. You acknowledge that any saliva sample that you provide, and its resulting information can be transferred and/or processed outside the country where you live.
8. You guarantee that you do not represent an insurance company and are not trying to obtain information about an insured person or an employee.
9. You acknowledge that some information you receive can provoke strong emotions.
10. You are responsible for all the consequences resulting from sharing your Genetic Information and Self-Reported Information with others.
11. You understand that while we would like Users to have the freedom to share their journey, express opinion and review their experience with us, Plant-Based Health reserves the right to remove or instruct removal without notice any public posts that are deemed in violation of the TOS.
12. You acknowledge that all your Personal Information will be kept in Plant-Based Health databases and will be processed as stated by the Plant-Based Health Privacy Policy.
13. You acknowledge that by providing a sample, having your Genetic Information analysed, accessing your Genetic Information, or providing information about yourself, you do not have any proprietary or other rights in any research or products that might be developed by Plant-Based Health or its partners. You understand that you will not receive any personal benefit in any way from research or from products resulting from your Genetic Information or Self-Reported Information.

You agree that you have the authority; under the laws of the jurisdiction in which you reside, to make these representations. In case you break any of these representations or breach these TOS in any manner, Plant-Based Health has the right to terminate your account and refuse the future use of Plant-Based Health Services and you will indemnify and hold harmless Plant-Based Health and its affiliates against any liability or damages that may arise in case these contracts are broken.

## **Account Maintenance, Passwords and Security Obligations**

In return for your use of Plant-Based Health's Services, you agree to: (a) provide accurate and current Registration Information about yourself as requested by the Services; and (b) maintain and update your Registration Information to keep it accurate and current. If you provide information that is inaccurate or not current, or if Plant-Based Health suspects that your Registration Information is inaccurate and not current, Plant-Based Health has the right to terminate or suspend your account and refuse any current or future use of the Service.

You are responsible for maintaining the confidentiality of your login credentials for your account, and you are responsible for all the activities that happen under your password and account. If you allow others to access Our Site through your account and password, you will indemnify Plant-Based Health and its affiliates against any liability or costs arising from claims by other people based on the access and use of your account.

You can access personal details through your account profile, set your browser settings to determine how we track your web behaviour, opt out of direct marketing and R&D and choose when to share information on public forums, discussion boards and social media.

You agree to: (a) immediately notify Plant-Based Health of any use of your password or account that has not been authorised; and (b) exit from your account after each session. Plant-Based Health expressly disclaims all liability for any damage arising from not following this section.

## **Plant-Based Health Privacy Statement and Disclosure Of Information**

At Plant-Based Health, we are committed to protecting User privacy as a Controller. All genetic test results and any Personal Information are maintained under a strict policy of confidentiality. Our Privacy Policy is applicable to all new and existing Users. To use any Plant-Based Health service, you must agree to the Privacy Policy. You may not use the services if you do not accept as it forms part of the Terms of Service.

You will be required to acknowledge and accept the Privacy Policy when signing up to a Plant-Based Health product and by continued access of the Plant-Based Health Services.

The Privacy Policy may change at any time in the future. Any material changes to the policy or how we use your data will be notified either via Our Site or services, by notice posted to User accounts or by email to existing Users if appropriate. If you do not agree to any changes, you may request to discontinue use of the Plant-Based Health Services. Please revisit your account and/or this page regularly and your continued access to or use of Our Site and/or services after effective date will mean that you agree to any changes. Previous versions of the Privacy Policy are available on request. Refer to the Privacy Policy to learn more about data protection as it relates to all your information.

## **Intellectual Property and Copyright**

You acknowledge that all the User Content, publicly shown or privately communicated, is the responsibility of the author or poster of the particular User Content. This means that Plant-Based Health is not responsible for any of the User Content posted, emailed, or uploaded through Our Site or Service.

You acknowledge that the content from the Services available to you is protected by copyright and intellectual property rights owned by Plant-Based Health (or other people or companies on their behalf). Plant-Based Health does not grant you permission to share any of the content unless explicitly indicated. You may not modify, lease, sell, distribute or create works based on the Services content unless you have been told you can do so by Plant-Based Health or by the content owners in a separate written contract or agreement.

## **User Conduct – Unlawful and Prohibited Use**

You guarantee that you will not use the Services for any unlawful or prohibited purposes. You are prohibited from using the Services in any way that could damage or impair the Services, or interfere with someone else's use of the Services. You cannot try to or obtain any information

through any ways that are not made available explicitly through the Service.

Additionally, you specifically agree to not use the Services to:

1. upload, post or share any material that is obscene, offensive, or that is discriminatory based on race, colour, origin, sexual orientation, sex, gender, age or other status;
2. impersonate another person, including anyone affiliated to Plant-Based Health, or misrepresent your affiliation with someone else;
3. add your own headers or manipulate identifiers to disguise the origin of any content that is shared through the Service;
4. "stalk" or harass someone else;
5. upload, post or share any content that you cannot transmit under any law;
6. use information that you receive through the Services to try and identify or contact other customers (except when using features designed by the website to contact other Users to connect);
7. download any files that are shared by other Users that you know you cannot legally distribute;
8. upload, post or share any content that infringes any patent, trademark, or proprietary rights of Plant-Based Health and other parties;
9. harm minors in any way;
10. advertise, buy or sell any goods or services for business purposes, unless Plant-Based Health provides a portion of the Services specifically designed to allow you to do so;
11. upload, post or share any unauthorised advertising, such as "junk mail" or "spam", except in those areas that are designed explicitly for such purposes and to the extent to which the law authorises the content;
12. upload, post or share any information that contains viruses or any other codes, files or programs used to destroy or limit the functionality of a computer or hardware equipment;
13. use software, devices or services to interact with the Services or Plant-Based Health's servers unless explicitly permitted by Plant-Based Health;
14. engage in "framing" or simulating the function of Our Site;
15. override, or attempt to override, security components in Plant-Based Health's web services;
16. interfere or disrupt the Services, networks, or Users that are connected to the Services, or disobey any requirements, policies, or regulations of networks that are connected to the Service;
17. violate the Terms of Service, codes of conducts, or any other applicable guidelines that apply to the area of Service or have been communicated to you by anyone from Plant-Based Health; or
18. violate any municipal, provincial, national or international law, or any regulations within the law.

You acknowledge and accept that you are responsible for (and that Plant-Based Health has no responsibility to you or someone else for) any violation of your obligations under the TOS and for the consequences that the violations might have, including any damage that Plant-Based Health might suffer. In case of any agreement violation, Plant-Based Health has the right to suspend or terminate your account and refuse any future Service use and you will indemnify Plant-Based Health and its affiliates against any costs or damages that might arise from the violations. If Plant-Based Health suspects that you violated the terms on this Section, Plant-Based Health has the right to suspend or terminate your account and refuse future use of the Services.

## **Export Control And Applicable Laws And Regulations**

You agree that you will abide by all applicable laws and regulations in your use of the Services and specifically that you will not violate any applicable export control rules. In addition, you agree that you will not do anything that would cause Plant-Based Health to violate any such statute, regulation or rule.

## **Information Posted Through The Service**

Plant-Based Health will not control any of the User Content that is posted through the Service (including anywhere on the Site or social media platforms) and Plant-Based Health does not guarantee the accuracy or quality of the any User Content or other outside content not provided by Plant-Based Health. You acknowledge that using the Services may expose you to untruthful, offensive or indecent content. Under no circumstance can Plant-Based Health be held responsible for any outside content, including errors in such content, loss, or damage as a result of the content posted or shared through the Service.

You understand that Plant-Based Health has the right, but not the obligation, to review, modify, pre-screen or refuse any content that is available through the Services. Plant-Based Health and its designees have the right to remove any content that is violating the TOS at Plant-Based Health's sole discretion. You agree to evaluate and understand all the risks associated with content use, including accuracy, completeness or usefulness of the content.

## **Your Property Rights Over Material Provided To Plant-Based Health**

- **User Content.** Plant-Based Health does not claim ownership of any User Content that you create and share with Plant-Based Health. Unless otherwise stated, you retain copyright and other rights already possessed by you over User Content that you create and share on or through the Services. However, by creating and sharing User Content, you give Plant-Based Health an irrevocable license to reproduce, adapt, modify, publish, and distribute derivative works from any User Content created and shared by you through the Services. You understand and accept that this license gives Plant-Based Health the right to make the User Content available to other companies, organisations or individuals that have relationships with Plant-Based Health, and use the User Content in connection with these services. You acknowledge that while performing required technical steps to provide Services to Users, Plant-Based Health may (a) distribute your User Content over several public networks and media; and (b) make necessary changes to your content that are necessary to conform and adapt to the requirements of networks, services or media. You understand and accept that this license can permit Plant-Based Health to take these actions. You give this right and power to Plant-Based Health to grant the license stated here.
- **Genetic and Self-Reported Information.** We cannot disclose individual Genetic and/or Self-Reported Information to third parties without consent unless required by law (as described in our Privacy Policy). However, you acknowledge that Plant-Based Health cannot control the distribution of Genetic and/or Self-Reported Information shared on the Plant-Based Health Site or discussion forums, social media or any other public forum. If you share any such information publicly, you may cease to have control over the further dissemination of the information. Once you submit your saliva sample and Plant-Based Health has analysed it, the sample is irreversibly processed and it cannot be returned to you. See Our Site for more information regarding sample processing. Any Genetic Information taken from your saliva sample remains your information but is subject to the rights that are expressed in these TOS.
- **Waiver of Property Rights.** You acknowledge that by providing any saliva sample, having your Genetic Information analysed, accessing your Genetic Information, or sharing Self-Reported information, you have no rights whatsoever in any products that might be developed by Plant-Based Health. You acknowledge that you will not receive any compensation for research or commercial products that result from your Genetic Information or Self-Reported Information.

## **Indemnity**

You agree to defend and hold harmless Plant-Based Health and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns from any claims, including solicitor's fees, made by any third party from the User Content submitted or shared through the Service, your Service use, your Service connection, your TOS violations, or any other rights violation(s).

If you have provided Plant-Based Health with a saliva sample or you have provided your



Genetic Information through any third-party genetic testing service, you will indemnify Plant-Based Health, its employees, contractors, successors, and assigns from any liability from the use or disclosure of any information obtained from the genetic analysis of your saliva sample, the analysis of your Genetic Information or some other third-party genetic testing service.

You further agree that you will indemnify and hold harmless Plant-Based Health and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns from any harm, damage, costs and expenses derived from or attributable to your violation any portion of these TOS.

Additionally, if you want to provide your Genetic and/or Self-Reported Information to third parties, you agree to indemnify Plant-Based Health, its employees, contractors, successors, and assigns from any liability resulting from such disclosure of your Genetic and/or Self-Reported Information.

## **Resale Or Gifting Of Service**

You agree not to distribute, publish, duplicate, copy, create, sell or share portions or all the Services, the use of the Services or access to the Services for any commercial purposes.

Plant-Based Health Services must be provided and purchased via an approved source. If you sell or purchase your Service without permission from Plant-Based Health, via an unapproved third party or have received the kit as a gift, Plant-Based Health reserve the right to decline the processing of samples and/or issuing of reports.

For purchases made via an unapproved third party, the purchase agreement is between the seller and buyer. Plant-Based Health is not liable for any disputes relating to pricing, payment, transactions or delivery and will not issue any refunds or replacements under any circumstances. If found to be an unauthorised third party purchase or gift, Plant-Based Health may agree to process your sample at discretion and you will agree to these Terms of Service and the Privacy Policy. However, the original purchase agreement will remain between buyer and seller. Therefore, if for any reason a refund is sought after processing, this will not be honoured.

## **General Practice Regarding Use And Storage**

You understand that Plant-Based Health may establish practices and limits concerning Service uses, such as the maximum number of days that Personal Information and Services content are retained by the Service, the maximum disk space allowed on Plant-Based Health's Services respecting your account, and the maximum number of times you can access the Services in each period. You understand and accept that Plant-Based Health has no responsibility or liability for the deletion of messages or content maintained or shared by the Services; or for the loss of Genetic Information because of the malfunction of data servers or other events. You also should understand that Plant-Based Health has the right to change these practices and limits at its own discretion.

## **Service Modifications**

Plant-Based Health has the right to modify or discontinue the Services at any time with or without any prior notice. You understand and accept that (a) modifications can result in a computational delay from some of Plant-Based Health features or Services, and (b) Plant-Based Health cannot be liable to you or any third party for any modification or discontinuation of the Services.

You understand that Plant-Based Health may offer different or additional software or features to analyse your Genetic Information in the future and that your initial purchase does not necessarily allow you to obtain additional technologies or features to analyse your Genetic Information without an additional fee. You may have to pay additional fees to have your Genetic Information collected and analysed using additional technologies or features.

Plant-Based Health endeavour to conduct research for the purpose of providing the most up-to-date information relating to your Plant-Based Health test with the current science. You accept

that Plant-Based Health has the right to update its genetic testing panel with latest science which might significantly change your results. We will notify you of these changes.

Plant-Based Health reserve the right to alter or change its pricing, either temporarily or permanently, for the purpose of promotions or other business requirements.

## **Termination**

The TOS will apply until Plant-Based Health or you terminate your obligations as described in this Section.

If you wish to terminate your legal agreement with Plant-Based Health, you can do so by providing a written notice to Plant-Based Health, as well as closing your accounts from all the Services that were provided to you. Your notice should be written and sent to Plant-Based Health's address, which is stated at the beginning of the TOS, or online via email to [info@myvegangelie.com](mailto:info@myvegangelie.com). If you send the notice online, Plant-Based Health will send you an email to confirm this notice and it will be effective after receiving a second email confirmation from you.

Plant-Based Health can terminate its legal agreement with you at any time, as well as revoke your password and terminate your account if:

1. you violate any provision of the TOS or act in a way that shows you cannot comply with the provisions of the TOS;
2. Plant-Based Health is required to do so by law;
3. one of the partners that offered the Services terminates its relationships with Plant-Based Health or stops offering the Services to you;
4. Plant-Based Health no longer plans to provide Services to Users in your country of residence or where you use the Services; or
5. the Service provided to you by Plant-Based Health is, in Plant-Based Health's opinion, no longer commercially viable.

Any suspected illegal activity can be grounds for terminating your Service use and can be referred to the appropriate law enforcement authorities. You understand that Plant-Based Health will not be liable to you or any third party for terminating Service use.

## **Term Survival**

A termination of the TOS or a User account will not affect any existing obligations of the User to Plant-Based Health, nor will it affect any rights or remedies of the parties that have accrued up to the termination.

## **Dealing With Information Providers And Listed Resources**

Your correspondence or business dealings through promotions, vendors, resellers and other resources found on the Plant-Based Health Service – including payment and shipping of goods and services and any other terms and conditions associated with such dealings – are exclusively between you and the such providers. You agree that Plant-Based Health cannot be held responsible or liable for any loss or damage resulted from these dealings or as a result of this information provided on the Services.

## **Hyperlinks And The Plant-Based Health Website**

The Plant-Based Health Service provides links to other websites and scientific resources on the Internet. Plant-Based Health has no control over these websites and resources. Therefore, you understand and accept that Plant-Based Health cannot be held responsible or liable for any damage or loss caused by or in connection to the use of this content that might be available through the hyperlinks.

## **Plant-Based Health's Proprietary Rights**

You understand and agree that Plant-Based Health owns all the legal rights and interests to the Services, including intellectual property rights that subsist in the Services. You also understand

that the Services can contain information deemed as confidential by Plant-Based Health and you cannot disclose this information without Plant-Based Health's permission and written consent.

Additionally, you agree that the Services, and any other software used for the Services, contain information that is both confidential and proprietary and is protected by intellectual property laws. You also acknowledge that the information provided to you through our Services is protected by copyrights, trademarks, patents and other proprietary laws.

Except as authorised by Plant-Based Health, you accept to not modify, sell, distribute, or create derivative works of any information found on the Services. All the Software that can be downloaded through the Services is copyrighted. Your Software use is governed by the terms of the license agreement, which is included with the Software ("License Agreement"). You shall not try to install or use any Software that has a License Agreement without first agreeing to the License Agreement terms.

Plant-Based Health Ltd, myVeganGenie, and other Plant-Based Health brands, logos, products and service names are Plant-Based Health trademarks and these trademarks along with any other Plant-Based Health trade names, logos and brand features are "Plant-Based Health Marks." Unless you have agreed otherwise by written consent with Plant-Based Health, other than through the Limited License as described earlier nothing in the TOS gives you the right to use Plant-Based Health Marks and you should agree not to display or use in any way the Plant-Based Health Marks.

You accept that you cannot and will not remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.

Unless you have been authorised through writing by Plant-Based Health, you agree not to use any trademarks, trade names or logos of any company or organization through the Services in a way that is intended to cause confusion about such marks, names and logos.

## **Warranty Disclaimer**

You explicitly acknowledge and agree that:

1. Your service use is at your own risk. The services provided on an "as is" and "as available" basis. Plant-Based Health explicitly disclaims all warranties of any kind, including the merchantability warranties.
2. Plant-Based Health makes no warranty that
  - a) the services will meet your requirements;
  - b) the services will be uninterrupted, completely secure or error-free;
  - c) the results obtained through the services will be accurate and reliable;
  - d) the quality of the products, information or services obtained through the services and any other material purchased or obtained through the services will meet all your expectations; and
  - e) errors in the software will be corrected.
3. Any material that is downloaded or obtained through the services is done at your own risk and you are solely responsible for any damage associated with your computer or any loss of data that might result from data download.
4. No advice (oral or written) obtained from Plant-Based Health or through the services should create a warranty that is not explicitly expressed in the tos.
5. You should always be cautious when giving any personal information about yourself or those for whom you have legal authority. Plant-Based Health does not control third parties to whom you may disclose your information using the services. Plant-Based Health disclaims any liability associated with any actions that result from your participation in the services.

## **Liability Limitation**

Within the limits allowed by law, you explicitly understand and accept that Plant-Based Health shall not be liable for any damages including damages for loss of profits, use, data or other

losses (even if Plant-Based Health has been advised of the possibility of these damages), resulting from:

1. The use or inability to use the services;
2. Any action taken based on information received from the services or through them;
3. Your failure to keep your account and passwords confidential and secure;
4. The cost of procurement resulting from any goods, data, information, or services bought or obtained or messages received through or from our services;
5. Prohibited access to data or alteration of your data transmissions;
6. Improper authorization for the services by someone claiming to have requisite authority; or
7. Statements or conduct of any third party on the services.

## Notice

Notices can be provided to you through email. Plant-Based Health might also give notices of changes to its TOS or other matters by sending notices or links to notices to you or through the Services.

## Changes To The Terms Of Service

If and when these changes are made to these TOS, Plant-Based Health will make a new TOS copy that will be available on our Site. Any updated terms will be available from or through the Services.

You understand and accept that if you use the Service after the date the TOS was changed, Plant-Based Health will treat your use as an agreement of the updated TOS.

## Violation Or Suspected Violation Of Terms Of Service

If you violate any of the TOS terms and/or Plant-Based Health has suspicions that you violated the terms of these TOS, Plant-Based Health has the right to suspend or terminate your account and refuse future or current use of the Services.

## Miscellaneous

- **Entire Agreement** - The TOS represents the entire agreement between you and Plant-Based Health. It governs your Service uses and replaces any prior agreements made between you and Plant-Based Health on this matter. You can also be subject to additional terms and conditions that may apply when you use the Services, content or software.
- **Applicable Law and Arbitration** - Except regarding disputes relating to intellectual property rights, obligations, or claims, disputes with Plant-Based Health arising from Agreement ("Disputes") will be governed by the laws of the United Kingdom regardless of your country of origin or where you access Plant-Based Health. Any Disputes shall be resolved by arbitration in accordance with the Arbitration Act, and shall be held in London, United Kingdom, in English, with written reasons from the arbitrator at either party's request, and with arbitration costs and solicitor fees of both parties to be borne by the party that loses. Either party can obtain injunctive relief, orders to compel arbitration, or orders to enforce arbitral awards in any court of competent jurisdiction.
- **Waiver** - Failure from Plant-Based Health to enforce any right or provision from the TOS should not constitute a waiver of such right or provision. If any TOS provision is found by a court of competent jurisdiction to be invalid, the parties will agree that the court should endeavour to give effect to the party's intentions as they are reflected in the provision, and the other TOS provisions shall remain in full force and effect.
- **Limitation of Action** - You agree that regardless of any law that states the contrary, any claim or cause of action from or related to the Services use or the TOS must be filed within one (1) year after the claim or the cause of action is made.
- **Admissibility of Printed Versions** - A printed version of this agreement and any electronic notice shall be admissible in judicial or administrative proceedings to the same extent as similar conditions in other documents that are originated and maintained in

printed form.

- **Severability** - If any TOS portion is found to be null, void, voidable or unenforceable, the portion that remains is in full force and effect.
- **Amendments** - We hold the right to modify or replace the TOS, which are effective as they are posted at [www. myvegangenie.com](http://www.myvegangenie.com) or as notified otherwise. If you disagree with any changes, you may terminate this Agreement at any time as stated in 'Termination' Section
- **Assignment** - You shall not assign any rights or obligations under this Agreement. Any assignment and delegation shall be deemed ineffective. We can assign or delegate all rights and obligations under the Agreement without notice to you.