

## **DNANUDGE TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions apply to the subscription to the DnaNudge genetic service (the “Service”).

The Service is provided by DnaNudge Limited, a company registered in England & Wales, with company number 09705888 whose registered address is at Level 11, The Translation And Innovation Hub, Imperial College White City Campus, London, England, W12 0BZ (collectively referred to as the “**Company**”, “**we**”, “**us**” or “**our**” in these Terms and Conditions).

These Terms and Conditions form a legally binding agreement between the Company and the individual subscribing to the Service (the “**Subscriber**”, also referred to in these Terms and Conditions as “**you**”) (“**Agreement**”).

From time to time during the Subscription period, we may update these Terms and Conditions to ensure that they are relevant and up-to-date reflecting changes that we may introduce to the Service and the changing requirements of the law and regulatory requirements that may be applicable to the Service. Any changes in these Terms and Conditions will be communicated to you through the Mobile App, by email and/or through other means of communication that you may provide to us.

### **INTRODUCTION**

The Service is a product recommendation service based on genetic testing of users. We provide genetic tests that enable us to analyse the user’s genetic makeup (insofar as relevant for nutritional and skincare purposes) and to provide personalised food, drink and skincare product recommendations based on each user’s genetic predispositions.

### **GENETIC ANALYSIS AND PRODUCT RECOMMENDATIONS**

The purpose of the Service is to provide recreational, lifestyle recommendations about food, drink and skincare products and related information. The Service does not provide medical or dietetic advice, nor does it provide diagnostic testing or recommendations for the treatment of any health conditions.

The recommendations and information provided by the Service are based purely on an analysis of a user’s genetic test. **It is important to bear in mind that non-genetic factors, including a person’s health condition, environmental factors or lifestyle or personal choices are very important to that person’s diet and skin health, and that these factors should be considered independently of the recommendations provided by the Service.**

It is also important to understand that genetic analysis indicates an individual’s genetic predispositions or “traits”. These traits are not “deterministic”. An individual might have a trait or condition without having any genes that are known to relate to that trait or condition. Likewise, a person’s genetic analysis might indicate the presence of certain genes that suggest certain traits, but the person might not in fact have the trait itself. For example, a person may be diabetic or suffer from a heart condition despite having no genetic

predispositions towards such a disease. Likewise, the fact that a person has a genetic predisposition to develop diabetes – whilst an important factor in determining a recommended diet – does not mean that the person would necessarily develop the disease.

**Food and skin allergies as well as some intolerances (which are often developed as a result of environmental or lifestyle factors) and many other important health conditions cannot be identified through genetic testing or our DNA test.**

It is important to understand, therefore, that the recommendations provided through the Service are only supplemental to other, non-genetic, information about your health condition and other factors. Remember that your genetic make-up may be a secondary consideration to other factors.

Please consult a health professional before making any changes to your diet or if you are concerned about any adverse reactions as a result of the use of skincare products. All information provided through the Service, including genetic test results and product recommendations are meant for information purposes only. The Service offers lifestyle suggestions – not medical advice.

The Service does not test every gene present in the genome. We test for the presence or absence of certain locations within genes, known as Single Nucleotide Polymorphisms (SNPs), which have been associated with specific diet related chronic conditions or ageing traits in genetic research. The information and recommendations provided through the Service are based on current scientific research which is believed to be up-to-date and of the highest standard of quality. However, please keep in mind that there can be errors in research or its interpretation. Genetic knowledge is constantly under development. Therefore, the research on which our analysis is based, the SNPs, the genes we select to test and the information and recommendations provided through the Service may from time to time be subject to review and updating.

## **SUBSCRIBERS**

The genetic test is performed by extracting and analysing DNA from a sample. Each Subscriber must provide their own sample and consent for testing which will be linked to their subscription. Subscribers can use the NudgeNetwork feature in the Mobile App to share the product recommendations they receive through the Service with other Subscribers (the feature does not enable sharing of genetic data).

Children under the age of 16 require the consent of their parent or legal guardian to carry out the genetic test.

It is a strict condition for the use of the Service that each Subscriber (or their parent or legal guardian) must provide express consent for the sample collection and testing. We may terminate your Subscription with immediate effect and may deny access to the Service (and to all product recommendations and other information provided through the Service) and we may irretrievably delete all records of testing results associated with your Subscription if

we are notified or have reason to believe that the sample was obtained without your consent. If this occurs, you may need to re-perform the test if you wish to use the Service.

## **GENETIC TESTING**

Genetic testing is carried out using a sample provided by a Subscriber. When the sample is inserted into the provided cartridge, DNA from the sample is extracted and amplified in the Nudgebox. Genetic information in coded form is then analysed by the Company's computer systems (residing in the cloud). A report based on the results of the test will be generated and will be available to view through the Subscriber's account using the mobile app provided as part of the Service ("Mobile App").

Swabs used to collect samples for the test will be destroyed once the testing is carried out in order to protect your and each Subscriber's genetic identity and to avoid the risk of any misuse of the sample by a person not expressly authorised by you or the Subscriber.

You should seek advice of a healthcare provider if you have questions or concerns arising from the results of your DNA test.

## **USE OF GENETIC DATA AND THE GENETIC REPORT**

The genetic data obtained from the sample you provide will be used solely for the purpose of delivering the Service to you. We will not disclose the information to any person for any purpose, except to the extent necessary to deliver the Service. The NudgeNetwork feature allows Subscribers to share product recommendations but does not allow sharing of genetic data.

Whilst we will deal with your genetic data solely for the purpose of delivering the Service to you, we may aggregate data or collect data on an anonymous basis from the genetic test results of our Subscribers and use such anonymised data for research and for commercial purposes (see further below under the heading 'Intellectual Property Rights').

Subject to your consent, we may disclose to third parties (such as retailers) information relating to your product preferences (but not information relating to your or any Subscriber's genetic data). This will allow those third parties to offer you enhanced services based on that information (if you choose to receive such services).

Further details regarding our processing of personal data (including your genetic data) are provided in our [privacy policy statement](#).

## **PRODUCT RECOMMENDATIONS**

The Service enables you to scan barcodes of food, drink and skincare products using your mobile phone or DnaBean. Each Subscriber's genetic data is analysed on our computer systems (in the cloud) against information in our database of ingredients used in different packaged food, drink and skincare products. A recommendation is made available to you through the Mobile App or DnaBean in relation to each product that you scan. The recommendation may suggest that the product is either recommended or not

recommended according to the Subscriber's genetic make-up. The Mobile App may suggest an alternative product if the data indicates that it is more suitable for the Subscriber.

Please remember that these recommendations are based purely on the Subscriber's genetic predispositions as analysed from your DNA sample. Other non-genetic factors such as a Subscriber's health condition and health history, personal choices and environmental factors can be at least as important as genetic factors for making informed choices regarding the consumption of food and drink and the use of skincare products. When considering product recommendations and suggested alternatives, Subscribers must ensure that the recommendations suit them in all respects. It is always your choice which products to purchase and to consume. The Service is only intended to nudge you in a certain direction, that is, to suggest which products may suit a Subscriber best insofar as his or her genetic predispositions are concerned.

Product recommendations generated by the Service are intended for use as a guide only and do not replace medical, dermatological or professional dietary advice. You should consult a healthcare professional before making any changes to your diet or if you are concerned with potential adverse reactions from using skincare products.

## **PRODUCT INFORMATION**

We obtain information on the ingredients contained in each food, drink or skincare product from data published by manufacturers or from independent product databases. We may collect this data directly from the manufacturers, from retailers or from product labels or from third parties that compile such databases and license them commercially. We take reasonable steps to ensure that the data we collect regarding product ingredients is reliable and accurate. However, errors can occur in the way such information is generated and published by manufacturers and in the way it is collated and distributed by third parties. We cannot guarantee, therefore, that the product data we use to generate recommendations based on Subscribers' genetic predispositions will always be fully accurate and error free. You must always use your own judgment in making the ultimate decision on purchasing and consuming food, drink and skincare products.

Our product database is updated from time to time to reflect the continued developments in genetic knowledge and the scientific understanding of human genetics and to take account of changes that manufacturers occasionally make in the ingredients used in their products. Each time a product is scanned, a new recommendation will be generated based on the latest scientific knowledge and product information available to us.

Where product barcodes are not recognised by our database, the Mobile App may request that you submit an image of the product to an email address which will appear on the screen. This will help us to improve the Service.

## **FOOD ALLERGIES, INTOLERANCES AND SENSITIVITIES**

The Service does not serve as a diagnosis of health conditions such as food or skin allergies, intolerances or sensitivities that a Subscriber may actually have nor does it take into account special dietary or skincare needs which may be recommended for health or other reasons and which may not be genetically driven.

As part of the Service, we may ask you if there are any ingredients that you wish to be alerted of. Where this information is collected from you, it will be taken into account when product recommendations are generated and provided to you and an alert may be issued that a scanned product contains an ingredient which was noted as being undesirable. However, it is important to understand that the information about ingredients contained in packaged products is not always fully accurate and the Service we provide may not always be able to identify that a particular ingredient to which you wish to be alerted is present in a particular product.

Some ingredients that cause allergies, intolerances or sensitivities may be present in food, drink and skincare products but not indicated by the manufacturer in the list of ingredients. For example, some products display warnings that they may contain traces of certain ingredients (such as nuts). This kind of information may not be reflected in our product database (which is based on the official list of ingredients generated by manufacturers). Further, the significance of such ingredients to the Subscriber may not be evident from the genetic data we analyse.

**Prior to consumption, Subscribers must carefully check all information relating to nutrition and skincare products and all other information, including additional information and warnings provided by product manufacturers and displayed on labelling and packaging of food and drink products. This is particularly critical if a Subscriber has a skin or food allergy, intolerance or sensitivity to any particular food, skincare product, ingredient or special dietary or dermatological requirements.**

## **SUBSCRIBER'S ACCOUNT, INFORMATION AND ACCESS CREDENTIALS**

You must be 16 years of age or older to Subscribe for the Service.

You will be required to create an account with the Service (your "Account") in order to access the Service and use the Mobile App and/or DnaBean. You represent and warrant that the information you provide when opening the Account is accurate and complete and that you will promptly update your Account if any of the information changes.

You may be asked to choose names and passwords for your Account. The user name does not need to be your real name and you may use an alias if you wish. We encourage Subscribers to use passwords which are not directly linked to their personal details and are sufficiently difficult to guess. User names and passwords will be approved at our discretion. A user name may be unavailable (if it is already in use by another Subscriber) and may be rejected for other reasons (for example if it is deemed to be inappropriate, misleading or for other reasons).

User names and passwords and other log-in credentials issued for the purpose of accessing the Service and using the Mobile App and/or DnaBean (“Account Credentials”) are personal and must not be shared between Subscribers or with any other person. Subscribers must keep their Account Credentials confidential and secure in order to protect the data provided through the Service from unauthorised access or use. Subscribers must use all reasonable efforts to prevent unauthorised access to the Service through the Subscriber’s Account or using the Account Credentials.

In the event any Account Credentials are lost or in the event a Subscriber has reason to suspect that any person has gained unauthorised access to the Subscriber Account or Account Credentials, the Subscriber must immediately inform us so we can revoke those Account Credentials and issue replacement ones.

You can cancel your Account at any time. If you choose to cancel your Account, all personal data we hold about you in our computer systems in the cloud will be deleted from the Service and will no longer be available to you. However, we will keep certain data about you that we have already obtained up to the date of your cancellation.

## **SUBSCRIPTION AND RENEWAL**

Subject to your compliance with these Terms and Conditions, including the full payment for the genetic test, testing cartridge or other relevant charges that may be applicable (“Charges”), you will be entitled to access the Service through the Mobile App and/or DnaBean during the term of the subscription. The term of the initial subscription and the Charges payable by the Subscriber are indicated in the information provided in connection with the registration for the Service (“Purchase and Registration Details”).

Depending on how you subscribe, your subscription may be for a limited period of time or it may be unlimited in time. For example, we may offer short-term subscriptions for demonstration or promotional purposes and we may issue long-term subscriptions for the Service. This will be indicated in the Purchase and Registration Details which will also explain how subscriptions can be renewed or extended.

The Service is anticipated to evolve and develop over time. New or improved features and functionalities that may be introduced may be subject to special conditions or requirements and the availability of such new or improved features or functionalities may be limited to certain types of subscriptions. New features and functionalities may not be available as part of existing subscriptions. We reserve the right to modify the Service from time to time.

## **SUBSCRIPTION CHARGES AND PAYMENTS**

The Charges are indicated in the Purchase and Registration Details. The Charges shall be paid in accordance with the payment terms set out in the Purchase and Registration Details. Upon initial subscription or renewal of the subscription, the relevant Charges will be charged to your debit or credit card or other method of payment provided to us.

If payment of the Charges is refused by your bank, credit card provider or other payment services provider, or if for any other reason full payment of the Charges is not received by the due date of payment, the Company may, without prejudice to any other rights and remedies it may have, suspend the subscription and block the Subscriber's access to all or part of the features of the Service pending full payment of the Charges or (at the Company's choice) it may terminate the subscription.

You will not be entitled to a refund or discount of any amount of Charges in relation to any period of suspension of the subscription due to default or delay in the payment of the Charges.

### **OUR RIGHT TO TERMINATE THE SUBSCRIPTION**

We shall be entitled to terminate the subscription by written notice to you if you are in breach of these Terms and Conditions including in any event that you provide us with false or misleading information in connection with the Service. We may also terminate or suspend the subscription if for any legal reasons we are prevented from delivering the Service. If we do so, with no fault of yours, you may be entitled to a refund of all or some of the Charges.

### **USE OF THE SERVICE**

The Service is provided to Subscribers for the purpose of providing information about personal genetic predispositions (for recreational or lifestyle personal, non-medical use) and helping Subscribers make personal choices in relation to their purchasing of food and drink products. Subscribers can also use the NudgeNetwork feature in the Mobile App to share the product recommendations they receive through the Service with other Subscribers. Subscribers are permitted to access and use the Service solely for these personal, recreational purposes. The use of the Service for purposes which are inconsistent with the foregoing is not permitted.

Unless arranged and agreed in advance with us, the use of the Service for any commercial or research purposes (including in order to conduct any surveys or to scrape or collect any data) is strictly prohibited.

Without limiting the generality of the foregoing, any of the following is strictly prohibited and may result in the immediate termination of the subscription without liability or refund of the Charges to the Subscriber and may be reported to relevant authorities:

- the unlawful use of the Service or its use for unlawful purposes including the genetic testing of persons without their express informed consent (or the consent of their legal guardians);
- the provision of misleading or inaccurate data to us in connection with the Service;

- accessing or using the Service, or obtaining any product recommendations, data or other input from the Service, through automatic means (e.g., where access or use of the Mobile App or other devices provided in connection with the Service are controlled by “bots” or other computer software without an individual Subscriber controlling each step of the use of the Service);
- the use of the Service in breach of the licence or restrictions set out in the section “Content and Licensing Terms” below;
- the use of the Service for the purpose of developing, providing or carrying out any service or business targeting third parties (including a business or service targeting Subscribers) or its use for the purpose of generating any revenue; or
- the use of the Service in a manner intended to cause overload or disruption to the Service.
- the use of the NudgeNetwork in breach of the section “NudgeNetwork - acceptable use policy” below.

## **NUDGENETWORK - ACCEPTABLE USE POLICY**

Subscribers who at least 13 years of age can opt to join the NudgeNetwork in the Mobile App. Further information about the NudgeNetwork can be seen [here](#).

Content standards apply to any and all material which you contribute while using the NudgeNetwork (“**Contribution**”), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the content standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Be for advertising, business, or endorsement purposes.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

## **CONTENT AND LICENSING TERMS**

In these Terms and Conditions, references to “Licensed Content” includes your DNA test report and all recommendations, data and other input provided to you through the Service including screen layouts and other artwork contained or displayed in the Service.

We will not knowingly include anything misleading or anything we believe to be untrue or misleading in the Licensed Content. However, we do not make any representation nor give any guarantee that the information contained in the Licensed Content will always be error-free, accurate or reliable.

You acknowledge and understand that the Licensed Content is provided for information only.

You are responsible to ensure that the Licensed Content is suitable for your needs and purposes and that it is used solely for purposes permitted under these Terms and Conditions.

Subject to your compliance with the terms of this Agreement, including full payment of the Charges, and subject to the restrictions and conditions in these Terms and Conditions, you will have a limited, personal, non-assignable, non-sublicensable, non-exclusive licence, during the subscription term to use the Service and to access and consult the Licensed Content through the Mobile App or other devices provided with the Service, solely for the purposes specified under the heading “Use of the Service” in these Terms and Conditions.

For the purpose of the licence granted above, the words “use the Service” are limited to your right (and the right of Subscribers) to access and view the Service and the Licensed Content through the Mobile App and to use the scanning feature on the Mobile App or any other device that may be supplied in connection with the Service, for the purpose of obtaining personal recommendations based on your genetic analysis relating to the purchase of food and drink products.

Except as expressly stated above or as permitted under sections 50A, 50B, 50BA, 50D or 296B of the Copyright, Designs and Patents Act 1988 (if applicable) as may be amended from time to time, you are not permitted to make any other use of the Service or the Licensed Content (in whole or in part).

Without limiting the generality of the foregoing, you must not (in respect of all or any part of the Licensed Content):

- disclose, publish, communicate or otherwise provide access to the Licensed Content or the Service to any person or to the public generally;
- print or save copies of the Licensed Content or create any copies of the Licensed Content in any material form or in any electronic form;
- modify, reformat, rearrange or otherwise change the Licensed Content;
- manually gather, scrape, spider, crawl or use technology, “bots” or other software (other than the Mobile App or any other software or device made available to you as part of the Service) to access or store the Licensed Content;
- prepare any reports or analysis based on, or provide any other services to third parties in relation to, the Licensed Content;
- remove any references to the Company’s brands, title ledgers, copyright notices or other indications of proprietorship or confidentiality that may be incorporated in the Licensed Content;
- reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create or permit, allow or assist others to create, the executable code, source code, or the structural framework for part or all of the Service, or create any derivative work based on the above;

- permanently or temporarily reproduce, translate, arrange or adapt the Service or any part of it, or distribute or communicate the Service or elements of it to any person or merge or combine it with any other software or service; or
- lend, lease, transfer, encumber, or grant the Service or share its benefit with any third party or otherwise use the Service for the benefit of any third party (except when used collectively through the NudgeNetwork feature or for the benefit of family members) or in any way attempt to charge any person to have the benefit of the Service or access to Licensed Content or any part thereof or attempt to generate any financial benefit from using the Service to any other person's benefit.

Licensed Content is protected by trade marks, copyright, rights in database and other intellectual property rights in the United Kingdom and throughout the world owned or controlled by us and our affiliates and licensors. Any use, reproduction, distribution, communication or other exploitation of the Licensed Content or any part of it, including the creation or distribution of any derivative works, translations or adaptations, except as expressly permitted under these Terms and Conditions, are expressly prohibited and may constitute infringements of our intellectual property rights.

Access to the Service and to the Licensed Content is given to the Subscriber on the strict condition that the Subscriber will adhere to the terms, conditions and restrictions set out in these Terms and Conditions.

## **INTELLECTUAL PROPERTY RIGHTS**

In these Terms and Conditions, "Service-Generated Data" refers to data collated, aggregated and analysed in the course of or in connection with the provision of the Service, including all genetic testing data and results obtained from genetic samples collected from Subscribers in the course of providing the Service; and all analysis, research, estimates, models, illustrations, summaries, approximations and statistical information created or compiled by or for the Company based on such data.

As between you and us, we are and will remain the sole owners of all intellectual property rights and exclusive access rights in all elements of the Service (including, without limitation, its hardware and software components, databases and any data collected by the Company in connection with the Service from public sources and from third parties or through its own activities, any inventions, know-how, processes, systems, models, data, artwork and any trade marks used or incorporated in the Service or displayed through the Service), in the Licensed Content and in any Service-Generated Data (collectively "Company IP"). Some elements of the Service or Licensed Content may be licensed from third parties. We are and shall remain the sole beneficiaries of such third-party licences.

Except for the licences expressly granted to you above under the heading "Content and Licensing Terms", the Company does not grant you and you agree and acknowledge that you shall not acquire any right, title, interest or licence in or under any of the Company IP.

No licence for the use of the Company's trade marks shall be implied from these Terms and Conditions.

We reserve the right to use, process, reproduce, communicate to the public, package, sell, license, rent or hire to any person, for any purpose whatsoever including, but not limited to, for the purpose of analysis and market research any Company IP including (without limitation) any Service-Generated Data and to generate, reproduce, communicate, license and distribute any aggregated data, analysis, research, statistics and other derivative content based on such data, provided that any such data will be anonymised and will not be published or disclosed to any person in a form that discloses a link to any identifiable living individual.

To the extent that by operation of law or otherwise you may have any intellectual property or other rights in or relating to the Company IP including (without limitation) any Service-Generated Data, you hereby grant the Company a perpetual, irrevocable, royalty-free, worldwide licence to use such Company IP including such Service-Generated Data in accordance with the foregoing paragraph.

#### **AVAILABILITY OF THE SERVICE**

The Service and/or your access to the Service may be suspended, disrupted or blocked in the circumstances set out below:

- for scheduled downtime to permit us to conduct maintenance to the Service;
- for the duration of any unanticipated or unscheduled downtime, as a result of technical failures including system breakdown, communication or network problems, server overloading or other technical issues or any circumstances beyond our reasonable control;
- in order to protect the Service from unauthorised access or attack, or in order to prevent fraud or any unauthorised or unlawful access or use of the Service, to prevent any unlawful use of the Service, or if we determine that the Service is being used (by a Subscriber or any other person) in breach of applicable law or these Terms and Conditions;
- if such suspension is required in response to an order or direction of any court of law, governmental or regulatory body or other official enforcement or investigation authority; or in other circumstances where it might be reasonable or necessary to suspend, disrupt or block the service.

#### **WARRANTIES AND DISCLAIMERS**

We warrant to you as follows:

- we have the right to provide the Service and to permit you to use of the Service;
- we will use commercially reasonable efforts to provide the Service and to make available the Licensed Content to you as part of the Service; and

- we will use reasonable efforts to protect the Service and any personal data we process (including your DNA report and any recommendations given to Subscribers) against unauthorised access, loss or corruption.

Other than the warranties, representations and covenants expressly set out in these Terms and Conditions, the Company gives no warranty nor makes any representation in relation to the Service, the testing cartridge, the DNA report or the product recommendations generated through the Service and we expressly disclaim to the fullest extent permitted by law, and you agree to waive, any and all representations and warranties relating to the Service, the testing cartridge, the DNA report or the product recommendations that may be implied by these Terms and Conditions, by custom or by law or otherwise and which are not expressly set out in these Terms and Conditions, including any implied warranties of quality, merchantability, title or entitlement, fitness for a particular purpose, non-infringement of third party intellectual property, the ability to achieve a particular result or functionality, including any warranty or representation that service or information provided through the Service will be uninterrupted or error free, and all such implied terms or warranties are excluded.

#### **LIMITATIONS ON LIABILITY**

You acknowledge and agree as set out below:

- that the Company does not guarantee uninterrupted or continuous access to the Service during the subscription term and that the Service may be interrupted, among other reasons, due to routine maintenance, improvement work, investigation and correction of errors or technical problems, communication or network problems or failures, server or system overloading or other technical issues, unauthorised access or unlawful use or any Force Majeure Events (as defined below) that may affect performance of or access to the Service.
- that access to the Service and to Licensed Content is provided without any warranties or representations as to the quality or accuracy of any underlying data or data contained in the Licensed Content and, in the absence of fraud, the Company will have no liability, in contract, negligence or otherwise, for any damage, loss or liability arising from your or any Subscriber's reliance on or use of the Licensed Content.

Except if we are in breach of an express warranty under these Terms and Conditions, save as provided in the last paragraph of this section, the Company shall not be liable to you or any Subscriber, either for breach of contract, misrepresentation or negligence or under any implied warranty, and you waive any claim against the Company or its affiliates, employees, officers or subcontractors relating to or arising out of:

- any disruption to the Service howsoever arising;
- the loss or corruption of any data, genetic samples, genetic test results or Licensed Content;

- errors or inaccuracies in the Licensed Content, in genetic test results or in the operation of the cartridge;
- security breaches affecting the Service, third party interception of electronic communications, or any unauthorised access to or misuse of computer systems; or
- damage caused by computer viruses or other malicious code that may affect the Service or any software or hardware used to access or use the Service.

Save as provided in the last paragraph of this section, we shall not be liable to you in connection with the Service or these Terms and Conditions either for breach of contract, misrepresentation or negligence or under any warranty (express or implied), for any indirect or consequential losses, or for punitive or exemplary damages, or for any loss of profits, interest, future business revenue, anticipated savings or business goodwill, or for any loss or corruption of data (in each case whether such loss is direct or indirect or consequential), even if we are advised in advance of the possibility of such loss.

Save as provided in the last paragraph of this section, our maximum aggregate liability for any single event (or a series of related events) giving rise to a claim in connection with these Terms and Conditions, either for breach of contract, misrepresentation or negligence, shall be limited to an amount equal to the Charges payable in connection with your subscription.

Notwithstanding anything to the contrary in these Terms and Conditions, nothing in these Terms and Conditions shall operate to exclude or restrict our liability for death or personal injury resulting from our negligence, our liability for fraud or fraudulent misrepresentation by us, or any liability that cannot be limited or excluded by law.

## **FORCE MAJEURE**

We will not be in breach of these Terms and Conditions nor shall we be liable to you for any failure or delay in delivering the Service or under any warranty where such delay or failure arises from or is attributable to matters beyond our reasonable control (“Force Majeure Event”) including an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, any failure or delay on the part of a third party supplier, industrial action or strike, power cuts, electronic or communication network breakdowns, government action, regulatory requirements changes in the law or any order of a court.

## **COMPLAINTS AND CONTACT INFORMATION**

If you wish to make a complaint or have other queries relating to the Service, please write to us to the following address: DnaNudge Limited, Level 11, The Translation And Innovation Hub, Imperial College White City Campus, London, England, W12 0BZ, or by email to: [customerservices@dnanudge.com](mailto:customerservices@dnanudge.com).

## **NO SPONSORSHIP**

The Mobile App, DnaBean and the Service are provided by the Company. They are not sponsored or approved in any way by any channel of distribution through which they are distributed or made available to Subscribers (such as the Apple App Store, the Google App Store or any retail or other third party facility where DNA tests are carried out).

## **GENERAL**

In the event of a conflict between these Terms and Conditions and the terms set out in the Purchase and Registration Details, these Terms and Conditions shall prevail.

If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of these Terms and Conditions.

A person who is not a party to this Agreement shall have no rights to enforce the provisions of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999.

No omission or delay in exercising any of our rights, powers or privileges hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.

These Terms and Conditions constitute the entire agreement between you and us and supersede all other agreements, statements, representations, letters and other arrangements in relation to the subject matter hereof. You acknowledge that you have not relied on or been induced to subscribe to the Service or accept these Terms and Conditions by a representation other than those expressly set out in these Terms and Conditions. This clause does not affect a party's liability in respect of a fraudulent misrepresentation.

These Terms and Conditions are governed by English law and you submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute between you and us arising out of the Service including claims on non-contractual grounds. The foregoing shall not restrict any right under mandatory law (if applicable) to bring proceedings in your own jurisdiction if you subscribe to the Service in any country other than the United Kingdom.

## **REFUND POLICY AND CANCELLATION RIGHT**

### **Damaged or defective products**

Damaged or defective items purchased from us will be returned and fully refunded if you request the refund within 30 days of the purchase date (or, if later, of the delivery date), subject to return of the damaged item to us. Damaged or defective item can also be replaced with a new item and in case of any error or other technical problem with the genetic test or the results, we will re-perform the test at your request.

### **Purchases made in our shop or at another retail environment**

If you purchase items ('goods') or purchase a subscription for the Service at one of our shops or in any other 'brick and mortar' retail environment where the goods and Services are available for purchase, we will accept returns of non-damaged items and refund the purchase price to you if you request a refund within 7 days of the date of purchase, provided that the Service has not yet been completed and on condition that the goods are returned to us undamaged, unaltered with and in good merchantable condition.

We do not offer refunds requested after the genetic test is taken and if we already provided you with the test results. Where you already received the benefit of the Service, you no longer have a right to return the goods or cancel the Services you purchased, unless the goods you purchased or the Services are damaged or defective or if there were any errors in the Service.

### **Purchases made online or away from a 'brick and mortar' retail environment**

If you purchase goods or purchase a subscription for the Service online or away from a 'brick and mortar' retail environment you may have the right to cancel your purchase or the subscription within 14 days of the date of purchase without giving any reason.

The cancellation period will expire 14 days after delivery of the goods (insofar as it concerns the purchase of a test kit) and 14 days after your purchase of the subscription for our Service.

To exercise the right to cancel, please access our website at <https://www.dnanudge.com> Alternatively you can write to us before the cancellation period expires at the correspondence address provided above, or to our email address [customerservices@dnanudge.com](mailto:customerservices@dnanudge.com) stating that you wish to cancel your purchase or subscription. You may use the attached model cancellation form, but it is not obligatory.

We will not begin the supply of the Service before the end of the cancellation period unless you: (i) expressly request that the supply of the Service should begin during the cancellation period; and (ii) acknowledge the cancellation right will be lost once we fully perform the Service.

Your purchase of any digital content is also subject to the cancellation right, within 14 days of the date of purchase. However, if you choose to proceed to download the digital content before the cancellation period expires (and subject to providing an acknowledgement to that effect) the cancellation right relating to the purchase of digital content will be lost once you start downloading the digital content.

### **EFFECTS OF CANCELLATION**

If you made your purchase or subscribed for the Service online or away from a 'brick and mortar' retail environment and you exercise your right to cancel your purchase of goods or

your purchase of the Subscription within the 14 day cancellation period, except as provided below, we will reimburse you for all payments received. Where relevant, the refund for the purchase of goods will include the delivery charges (except for any supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

You must send us back the goods at the address provided above, unless we choose to collect them from you, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the purchase of the goods to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods to us.

We may make a deduction from the refund payable to you, for loss in value of the goods supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

We may also charge you for a portion of the purchase price for relating the period for which the Services were provided to you before you gave us the cancellation notice.

Subject to the above, we will make the reimbursement without undue delay, and not later than

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will refund the purchase price to you using the same means of payment that you used for making the payment to us, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund. We may withhold the refund relating to the purchase of goods until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

### **Model cancellation form**

To:

DnaNudge Limited

Level 11, The Translation And Innovation Hub

Imperial College White City Campus

London

W12 0BZ

<https://www.dnanudge.com>

I/We hereby give notice that I/We\* cancel my/our\* contract of sale of the following goods and/or for the supply of the following services\*:

Order number\* .....

Ordered on\* .....

Received on\* .....

Name of consumer(s): .....

Address of consumer(s):

.....

.....

.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:

\* Delete/complete as appropriate

## **NudgeMatch**

NudgeMatch allows DnaNudge Subscribers to connect to other DnaNudge Subscribers online and in-person through the DnaBean and App to see how similar their genetic nutrition and skin traits are. To use NudgeMatch in person, both Subscribers must turn on their DnaBean and tap on the DnaBean until the light goes purple. The two DnaBeans should then be brought together, and the lights aligned. When the Subscribers match, the light will change colour to one of four modes.

A steady red light indicates a less than 30% DNA trait match, a steady amber light indicates a 30-70% DNA trait match and a steady green light indicates a match over 70%. A flashing green light means a 100% DNA trait match.

Online, within the NudgeNetwork, a Subscriber may search another Subscriber's name within the network and send them a NudgeMatch request.

Once the Subscriber has matched with another Subscriber and accepted the NudgeMatch request online/in person, their DnaBean must be synced to their DnaNudge App. Then, for the Subscriber to see the percentage match on either their nutritional or skin health traits from their NudgeMatch, they can go to the Lifestyle tab on the app or select their NudgeMatch from the NudgeNetwork where it is available. The percentage is available when Subscribers match in person or virtually. To turn off, the Subscriber should tap their DnaBean again until the purple light disappears.

Previous matches can be found in the Lifestyle feed on the DnaNudge App once the Subscriber has synced their DnaBean. Subscribers may choose at any given time to remove another Subscriber from their network and have the option to block or report another Subscriber.

## **NudgeNetwork**

The NudgeNetwork service is DnaNudge's on-App social network. Found in the navigation tab, it allows Subscribers to instant message with other Subscribers they choose to connect with through NudgeMatch. The instant messaging feature within the NudgeNetwork platform can be used for both text and images.

On the Subscriber's NudgeNetwork profile, they can put their picture, name and bio. On the right side of their display picture on their profile, they can find all their friend requests that they haven't yet accepted, a 'Find new NudgeMatches' search bar and a tab for 'Famous Favourites'. The 'Famous Favourites' tab will take the Subscriber where they can see and follow famous users on the Network.

There is also a tab called 'Find your green NudgeMatches' in the NudgeNetwork area which takes the Subscriber to their 'Green Match List'. This shows how many DnaNudge users within the NudgeNetwork are a 'green' match with their nutritional or skin genetic traits.

On the left side of their display picture, Subscribers can also see if any users on the NudgeNetwork are a 100% trait match to their own DNA report. The Subscriber's DnaBean will flash green when this happens. The Subscriber can choose to stop sharing their DNA report at any time, but this means they will then lose access to this feature.

Within the App, the Subscribers can chat with other Subscribers, see their confirmed NudgeMatches friend list, compare skin/nutrition match percentage similarity, exchange recommendations through the chat feature, and share their Green DNA Bar activity/inactivity. The Green DNA Bar is only as updated as often as the Subscriber chooses to sync their DnaBean to the App.