

GENETO

TERMS OF USE

By using the Geneto services and the Geneto mobile application (the “App”) including the services Geneto offers via the App (together referred to as “Service” or “Services”), additional products and the information supplied within the App, you agree to these terms of use ("Terms"). The Terms govern the use of the App and the Services.

The Terms constitute a binding agreement between the user (“You” or “Your”) and Geneto OÜ, a company registered in the Republic of Estonia, company registration code 14091673 and legal address at Narva mnt 9, 51009 Tartu, Estonia ("Geneto", "we", or "us").

The Terms are additional to any terms and policies applied by the app store provider or website from where You download the App.

Please read these Terms carefully before You use the App and our Services. If You do not agree to these Terms, please do not use the App or our Services and delete the App from Your device(s).

If You have any questions, please contact us at info@geneto.com.

1. IMPORTANT NOTICES

- 1.1. In order to use the Services You must be: (a) at least 18 years of age regardless of permission from Your parents or guardians; and (b) lawfully able to use the Services under the laws where You reside.
- 1.2. For using the App, You are requested to create a user account within the App (“Account”). Before creating Your Account, you are required to accept these Terms by clicking on the respective checkbox and read our privacy policy. If You do not accept these Terms or do not agree with the data processing we conduct in accordance with our privacy policy, then You cannot create an Account and use the Services.
- 1.3. Please see our privacy policy on the www.geneto.com website for details on how we collect, store and process Your personal data when using the App and Services. To provide You with some of our Services, we need to process Your Genetic Data. “Genetic Data” is data related to Your genotype (e.g. the As, Ts, Cs and Gs at different genetic locations in Your genome). Genetic Data is generated through the analysis of Your saliva by us or a third-party genetic testing service provider and transmitted to us (e.g. by uploading a file with the necessary data) by You or by the third-party genetic testing service provider under Your authorization.
- 1.4. The App is installed on Your device and data stored on the App is held on the device and our servers. We cannot guarantee the security and/or continued availability of the App or the data held on the App. You should ensure that the App is secure and that You do not allow third parties to access it. There are no technical restrictions to the method of use of the App. We apply the following technical protective measures to secure our App and Services: passwords, usage fees, data encryption, read only formats. The App and Services are compatible with Apple iOS and Android mobile devices.

- 1.5. Whilst we will use reasonable endeavours to keep secure information which may be transmitted through the App, please be aware that internet transmissions are never completely secure and may be accessed by third parties.
- 1.6. We may make changes to these Terms in the future in case our Services change or are supplemented, if we will start providing any other additional services, or if there are changes to our business module or applicable laws. We will notify You of any such changes in the App with a corresponding notification and by e-mail. It is important that You read and accept any updated terms before You continue to use the App and the Services.

2. YOUR ACCOUNT

- 2.1. Upon Account registration You must provide certain current, complete and accurate information about You. You must update such information as needed to keep it current, complete and accurate. Not providing requested information may prevent You from creating an Account or obtaining all Services.
- 2.2. You agree that You will maintain the confidentiality of Your username and password. You agree that You will take sole responsibility for any activities, actions, loss, damage or other consequences resulting from the use of Your Account, whether or not You have authorized the use of Your Account or not. You will immediately notify us of any unauthorized use of Your Account.
- 2.3. You hereby indemnify Geneto and any of its affiliates, sublicensees, partners, designees, and assignees against any liability or costs arising from any claims based on the access and use of Your Account by third persons.

3. SERVICES AND FEES

- 3.1. The Services consist of personal services packages and genetic service packages ("Service Package(s)"), which include the collection, extraction, and analysis of Your personal data, including Genetic Data and according to which Service Package You have chosen, it is possible to monitor, enter and receive recommendations for nutrition, recipes and training advice for a monthly, semi-annual or annual fee in accordance with our price list which is available on the www.geneto.com website. Prices are inclusive of any and all applicable taxes.
- 3.2. We may introduce changes to our price list. If we change our price list and this change affects You, we will notify You in the App with a corresponding notification and by e-mail and You have the right to terminate Your subscription for the Services within 14 days, if You do not wish to continue using the Services under the new price list. Upon termination, Your subscription period will not be renewed. You may use the Services until the end of Your occurring subscription period and changes to our price list will not affect Your occurring subscription period.
- 3.3. The Services are provided on an "as is" basis. You acknowledge that: (a) the Services have not been designed to meet Your individual requirements; (b) the operation of the Services may from time to time encounter technical or other problems and may

not necessarily continue uninterrupted or without errors; and (c) the Services are not fault-tolerant.

4. SERVICE PACKAGES

4.1. Basic Service Package

- 4.1.1. When creating an Account for the first time and subscribing to the Basic Service Package, a 7-day free trial period (“Trial Period”) applies to use the Basic Service Package (if no other offer campaign offer has been made), i.e. You are granted unlimited use to the Basic Service Package for free for the first 7 days. You may unsubscribe from the Basic Service Package during the Trial Period and no payment is going to be deducted from Your Account. If You have not unsubscribed from the Basic Service Package within the Trial Period, we will automatically deduct a subscription fee after Your Trial Period has ended.
- 4.1.2. You can choose between three different Basic Service Packages. When using the Basic Service Package, You pay for the Service Package on a calendar monthly basis. When using the Basic 6 months or Basic 12 months Service Packages, You pay a semi-annual (6-month) or an annual (12-month) fee.
- 4.1.3. By subscribing to the Basic, Basic 6-months or Basic 12-months Service Package, the Services will be activated after the Trial Period when You have paid for the subscription. For a more detailed description of the Basic Service Package, please visit the www.geneto.com website.

4.2. Genetic Test

- 4.2.1. We perform a genetic test to provide You with some of our Services. If You would like to order a genetic test from us, we need Your valid consent for the processing of Your Genetic Data. We cannot perform a genetic test if we do not have Your valid consent to Process Your Genetic Data.
- 4.2.2. The results of Your genetic test will be made available in Your Account through the App. Geneto will notify You of the publication of the results of the genetic test in the App with a corresponding notification and by e-mail.
- 4.2.3. The results will include different risk scores based on Your age and other relevant factors and the data will be periodically updated on Your Account (e.g. Your risk scores may change as You get older).
- 4.2.4. The results of Your Genetic Test will be available on Your Account until You delete Your Account or withdraw Your consent for the processing of Your Genetic Data. If You delete Your Account or otherwise withdraw Your consent, we will immediately delete all Your genetic data.

4.3. Premium Service Package

- 4.3.1. The prerequisite for using the Premium Service Package is the valid consent given by You to Geneto for the processing of Your Genetic Data and performing a Genetic Test. We cannot provide You our Services under the Premium Service Package, if

we do not have Your valid consent to process Your Genetic Data. Upon withdrawal of the consent, the subscription agreement concluded for the use of the Premium Service Package will automatically terminate. If You withdraw Your consent and we have to terminate the subscription agreement, we will not return the subscription fee You have paid.

- 4.3.2. By joining the Premium Service Package, the Service will be activated after we have confirmed Your Order. Activation of dietary recommendations based on Genetic Data requires a genetic test. The functionality of the dietary recommendations based on the genetic test is activated after the results of the genetic test are published in the App.
- 4.3.3. Within a few working days of subscribing to the Premium Service Package, Geneto will send a genetic test kit to the contact address provided by You upon subscription. The genetic test kit contains the necessary tools and instructions for collecting a saliva sample. You must take a saliva sample according to the instructions and send it to the laboratory with an envelope marked "PAID IN ADVANCE". The results of the genetic test will arrive in a few weeks. You can get acquainted with the results of the genetic test via the App after the respective notification from us.

4.4. Free Plan

- 4.4.1. You may use some of our Services for free under the Free Plan. The Free Plan will activate automatically if You create an Account, but do not subscribe to any Service Package.
- 4.4.2. Under the Free Plan, You will be able to track Your steps and participate in challenges that we will organize through our App from time to time.

5. CHANGES TO THE SERVICES

- 5.1. We have no obligation to enhance, modify or replace any part of the Services or to continue developing or releasing new versions thereof. You acknowledge, that scientific research is continuously developing and also genetic technology and analysis tools and methods are evolving. You understand and agree that the Services might change from time to time without any prior notice and/or we may stop providing some Services and its features without prior notice temporarily or permanently.
- 5.2. We have right to change the third-party genetic testing service provider by transferring our agreements, services and data (including personal data) to a new genetic testing service provider. By accepting these Terms You acknowledge that You are aware of that the third-party genetic testing service provider, pricing, these Terms and our privacy policy might change in the future. If such changes occur, You will be asked to agree to new terms and conditions and read the updated privacy policy.
- 5.3. We may suspend or terminate the Services, operation and/or support for the App, including the licences given in these Terms, at any time. In such case we will reimburse the subscription fee You have paid for in advance, without any further

liability to You. We will give notice with a reasonable period in advance to inform You beforehand unless You have breached these Terms.

- 5.4. We may also develop and make changes to the App, e.g. by adding new or deleting existing features. Updates to the App may be available on Your relevant app store and may be subject to separate terms and conditions.

6. USER REPRESENTATIONS

- 6.1. By subscribing to any of the Services, You confirm that You are entering into an agreement for the delivery of digital content which is not delivered on a tangible medium and the delivery thereof has begun with Your prior express consent and Your acknowledgement that You thereby lose the right to withdraw from the agreement within the first 14-days after subscribing.

- 6.2. Our Services are for informational use only. We do not provide medical advice and our Services should not be a substitute for professional medical advice. By using our Services You acknowledge and understand that:

- Genetic Data is only one aspect of Your entire health and fitness outlook and should not be assumed to be conclusive;
- Geneto does not guarantee the effectiveness of any specific course of action, procedures, opinions, or other information that You may receive through the App. You might need to obtain additional services from us or from Your professional health care provider, in order to assess and understand Genetic Data or the genetic test results;
- You acknowledge that our Services are for personal use only and You are not providing us the Personal Data from another individual;
- You should not alter Your behaviour solely based on the information provided to You by us;
- In some cases, Your Genetic Data and genetic test results may provide knowledge and information that is not positive. You acknowledge that some information You receive may provoke strong emotions;
- You hereby give us the permission to disclose any genetic test results to You in the App;
- You hereby give permission to Geneto to use the genetic tests on Your Genetic Data, including on the DNA that was extracted from the saliva sample You provided to us or to a third-party genetic testing service provider. In that case You represent and warrant that You have all necessary permissions from that third-party to use and to allow us to use the Genetic Data extracted by them;
- You guarantee that You do not represent an insurance company and You are not trying to obtain information about an insured person or an employee;
- You acknowledge that we have the right to remove any user content from the App that we determine, in our sole discretion, to be offensive, hateful, or otherwise unacceptable.

7. INTELLECTUAL PROPERTY AND OUR RIGHTS

- 7.1. You acknowledge that all intellectual property related to the App and Services belongs and shall belong to Geneto. You shall not acquire any right, title, or interest in the intellectual property or otherwise in connection with the Service, except for the license set forth in these Terms.
- 7.2. You are granted a limited, non-exclusive, non-sublicensable, non-transferable license to use the App in accordance with these Terms. This license does not include the right or license to copy, modify, distribute, process, translate, make extracts of, transmit, add to compilations or databases, make available to the public, publicly display, make additions to or create derivatives of, reverse engineer, decompile, rent, sell for a fee or license to third parties or otherwise exploit the App, its software or any parts or elements thereof, or in any other way use Geneto's intellectual property not permitted within these Terms.
- 7.3. Regarding the genetic test results, You are granted a limited, non-exclusive, non-sublicensable, non-transferable license to use the genetic test results only for personal and non-commercial purposes.
- 7.4. All of the software that You can download through our App is copyrighted. You may not disable, bypass or circumvent security or other technological measure designed to protect the software or any other content available through the App.
- 7.5. If You breach the license, infringe intellectual property or otherwise exceed the scope of the license, we suspend or terminate Your Account without prior notice and You may be subject to legal actions.
- 7.6. We also respect intellectual property of others and may, in appropriate circumstances and at our sole discretion, suspend or terminate any Account through which the rights of others are infringed.
- 7.7. If You upload any content created by You to the App, You hereby grant us a non-exclusive license to use that content.
- 7.8. We can terminate the license specified in section 7.2 by giving You notice with a reasonable period in advance. In such case we will reimburse the subscription fee You have paid for in advance, without any further liability to You.

8. FEEDBACK AND REVIEWS

- 8.1. We would love to hear Your feedback and comments about the App, in particular if You have found any errors in or have any concerns about the App or its content. You may submit error reports, questions, comments, suggestions, ideas, original or creative materials or other information about the App by emailing us at info@geneto.com. We may also collect analytical data about the use of the App through monitoring how the App is used. See our privacy policy https://www.geneto.com/privacy_policy for more information.
- 8.2. You agree that we may use and anonymously publish feedback and reviews You have written about the App for any purpose, including to improve the App and/or to market the App, without acknowledgment or payment to You.

- 8.3. We would be grateful if You could give us a chance to fix errors or other areas You are unhappy with before You leave any reviews about the App.

9. THIRD PARTY TERMS

- 9.1. You must comply with applicable third party terms of agreement when using the App (e.g. Your wireless data service agreement).
- 9.2. The App may contain links to third party websites. These third party websites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies. You are solely responsible for Your access and use of such third party websites, including the purchase and use of any products or services accessible through them, and we advise You to carefully read their terms and conditions and privacy policies.

10. OUR RESPONSIBILITY AND LIABILITY

- 10.1. You understand and agree that we and our subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to You for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses in any way relating to or arising from these Terms. To the maximum extent permitted by applicable laws, Geneto's liability arising from these Terms will be limited to the subscription fee You have paid for the subscription period You have currently chosen.
- 10.2. Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, gross negligence, fraud or fraudulent misrepresentation, nor does it exclude or limit our liability for any other things where the law does not permit us to do so such as for breaches of our obligations under data protection law.
- 10.3. We shall not be responsible for losses or damages resulting from:
- 10.3.1. the availability, functionality, speed, security or reliability of the App (if You notice any bugs or errors with the App, please report it emailing us at info@geneto.com);
- 10.3.2. the deletion of, or the failure to store or to transmit, any material or content stored in the App;
- 10.3.3. any harm to Your device(s), loss of data, or other harm that results from Your access to or use of the App;

unless such losses or damages result from our gross negligence or intent.

- 10.4. We shall not be liable for any events outside of our reasonable control.

11. RESPONSIBILITY FOR YOUR ACTIONS

- 11.1. You can only use the App as allowed in these Terms and You agree not to:
- 11.1.1. use the App or Services for any illegal or other unauthorised purpose;

- 11.1.2. use the App or Services for any commercial purpose;
- 11.1.3. remove or attempt to remove any copyright, trade mark or other notices within the App;
- 11.1.4. use or attempt to use the App on a device which is owned by a third party unless You have permission from that third party to download and use the App on their device;
- 11.1.5. copy, modify or create a derivative work of the App or any part of it, including from the Content;
- 11.1.6. create or use any applications that interact with the App or any part of it, excluding applications which the App automatically interacts with and which are essential for the App to run, such as the operating system on Your device;
- 11.1.7. sell, rent, license, distribute, lend or transfer any rights to the App or any part of it to anyone else;
- 11.1.8. disassemble, reverse engineer or decompile the App or any part of it, or otherwise attempt to gain access to the source code, structure or algorithms of the underlying software of the App;
- 11.1.9. attempt to access or tamper with any feature, content or area of the App;
- 11.1.10. scrape or copy Content of or derived from the App, including to make databases;
- 11.1.11. transmit or introduce viruses, malware, corrupted data or other harmful, disruptive or destructive files or content to or through the App;
- 11.1.12. use the App in a way that could interfere with, disrupt, disable, damage, overburden or otherwise negatively affect the App, our systems or those of a third party;
- 11.1.13. use the App or any of its content to create in or outside the App libellous, defamatory, obscene, discriminatory, indecent, suggestive, harassing, bullying, threatening, abusive, inflammatory, fraudulent, or illegal material, or any material that infringes or violates another person's rights (including, intellectual property rights, or rights of privacy or publicity); or
- 11.1.14. attempt to do any of the above.
- 11.2. You shall be responsible and shall fully compensate us for damages and losses we incur or suffer, including legal fees, arising out of:
 - 11.2.1. any breach by You of these Terms;
 - 11.2.2. Your use of the App or Services; and/or
 - 11.2.3. Your breach of any law or the rights of a third party.

12. TERMINATION

- 12.1. You may terminate Your subscription at any time by sending a notice to Geneto. If You choose to terminate any subscriptions prior to the end of the subscription period, we will not reimburse any of the subscription fees that You have paid for the Service Package that You chose. You will be able to use the Services until the occurring subscription period that You have paid for in advance.
- 12.2. If You would like to close Your account, please contact us at: info@geneto.com.
- 12.3. You can terminate these Terms at any time by deleting the App from Your devices provided that such termination shall not affect obligations which by their nature continue to apply.

13. APPLICABLE LAW AND JURISDICTION

- 13.1. We hope that we can avoid disputes between You and us or that they can be resolved amicably and informally. However, if they cannot, then these Terms are subject to the laws of the Republic of Estonia. If You are a consumer located in a Member State of the European Union where the App is available, then the mandatory laws related to Your rights as a consumer shall also be applicable to these Terms.
- 13.2. All disputes relating to these Terms shall be settled in the Harju County Court in Tallinn, Estonia. If You are a consumer located in a Member State of the European Union where the App has been made available, You also have the right to turn to the courts of Your habitual residence.
- 13.3. If You are a consumer, You also have the right to take the matter to a national consumer dispute resolution body where one is available. A full list of dispute resolution bodies offering out-of-court settlement procedures in each EU country can be found by clicking on the "Dispute Resolution Bodies" tab on this website: <https://ec.europa.eu/consumers/odr/main/>.
- 13.4. In addition, You may use the Online Dispute Resolution platform available at <http://ec.europa.eu/odr>.

14. OTHER TERMS

- 14.1. These Terms and any orders You submit to us to subscribe to our Services are the entire agreement between You and us in relation to Your access and use of the App and Services.
- 14.2. If any of these Terms are not enforceable, the rest will remain in place in full force and effect.

If we do not enforce any of the terms or delay in doing so, this will not constitute a waiver of our rights and we may still enforce the terms at a later stage.