

# GENERAL TERMS AND CONDITIONS

## OF NOVOGENIA GMBH CONCERNING THE USE OF DNANUTRIPLUS PORTAL

### 1. Applicability

By accessing the weight loss program via the website “www.dnanutriplus.com” including the corresponding subdomains (“Website”) as well as via the use of the Mobile Application (“App”), the user (“Customer”) agrees that the following terms and conditions and Privacy Policy (“TaC”) have been accepted and recognized. If a customer does not agree with the TaC, he must refrain from accessing the weight loss program.

### 2. Scope

These terms and conditions govern the contractual relationship between the provider and the customer, as well as the Privacy Policy (“Contractual relationship”).

### 3. Conditions of use

“JavaScript” must be enabled in the web browser to use the website. “JavaScript” is enabled by default in all browsers. For problems with the execution or representation of the website and related programs, which are related to the hardware or software environment of the website (and are therefore not directly attributable to the website and beyond the control of the provider), no support is offered by the provider. This is especially true for problems that are attributable to the IT security rules and settings of the customer or the customer’s outdated browsers (e.g. Internet Explorer 8).

### 4. Customer’s usage rights

The provider grants the customer the non-exclusive right, upon compliance with the terms and conditions, to use the information made available on the website or through the App for private, non-commercial and non-public personal use. Any use for public or commercial purposes, in particular the reproduction, transfer, modification and/or linking of the website for public or commercial purposes in any form is prohibited.

### 5. Password and username

During registration, each customer selects a password and a username (“identification details”); the registration will be confirmed by an email message. The user assumes all responsibility and all consequences that may arise from the misuse of his identification details. If there is reason to believe that third parties have become aware of the identification details, the password must be immediately changed. The responsibility for the data remains with the user until confirmed by the system. The technical access to the entire range of services takes place by means of the provider chosen by the user and special software obtained by the user from third parties via the internet.

### 6. Intellectual property

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

An uploading of recipes and all associated data and images (collectively, “Recipes”) by the customer results in that all rights to the recipes are transferred to the provider free of charge. The customer hereby transfers all such rights to the provider. The transfer is unlimited in time, place and material terms. Furthermore, the customer gives the provider all consents required under data protection law, which may be necessary to use the recipes as part of the website or the app.

## **7. Disclaimer**

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

## **8. No warranty**

The provider gives customers no warranties in connection with the Website or the App. In particular, the provider issues no assurance of the correctness, accuracy, reliability, timeliness, adequacy or completeness of the information contained on the Website or made available with the App and excludes all liability for incomplete or incorrect content. All information is provided without warranty. In particular, the provider does not provide guarantee for the goods and services offered on the Website or through the App and for any consequential contracts. The providers owes only the effort for use of the service offered, but not their success. The customer can purchase products through the website.

## **9. Obligation**

The customer agrees to hold the provider harmless from any kind of complaints, damage, losses or claims that may arise from the registration and/or use of the Website or the App and the information thus made available.

## **10. Links**

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

## **11. Reserved rights**

The provider has the right to delete user accounts, provided that reasonable doubt exists regarding the correctness of the statements made. Furthermore, the provider reserves the right to exclude users from the forum, should other members feel offended by the content of communications, or where the forum is used for advertising messages of any kind. Also, the provider reserves the right to supplement information or changes made accessible on the Website or App at any time, or delete them. Measures do not reduce the prices to be paid.

## **12. Prices**

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

## **13. Price adjustments**

The provider has the right to make price adjustments at any time.

## **14. Terms of payment**

### **14.1. Website**

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

## 14.2. App

When signing a contract or a contract extension via the App, an iTunes Store account or a Google Play account is required. The payment method must be specified when creating the store account. All terms of payment such as payments, refunds or cancellations shall be governed by the provisions of the respective App Stores. The provider has no influence thereon.

## 15. Contract extensions

When registering on the site, the contract is automatically renewed at term at the price of a single membership. If no automatic renewal is desired, this can be changed in the account at any time after the payment. There is no automatic renewal when registering via the App. The customer may, however, be contacted before the membership expires with the announcement that his membership is about to expire and the possibility of renewal exists. The customer can reactivate his account at any time after the expiration of the membership.

## 16. Cancellation right

Both the customer and the provider have the right to cancel the contract at any time with immediate effect. A cancellation will result in the customer no longer having access to the Website or the App and can no longer take advantage of the related services. Furthermore, upon cancellation, the provider will delete all customer data previously collected, in accordance with legal requirements. If the customer cancels, they is not entitled to a refund (neither entirely nor on a pro rata basis) of an already paid membership fee. If the provider cancels, the customer will be refunded the already paid membership fee pro rata, if the customer does not bear any fault in the cancellation by the provider. A cancellation by the provider is to be consider legal if the provider notifies the customer via a corresponding message to the email address specified by the customer. The customer may withdraw from the contract for up to 7 days after the conclusion of a paid membership.

## 17. Privacy policy

The Privacy Policy explains what type of data the provider collects in connection with the use and how that information is used. It also shows how collected data can be checked, corrected or deleted. The protection and security of personal data are of special concern to the provider. The provider undertakes to comply with the applicable data protection laws and regulations in the operation of their services. Upon agreement to the TaC, the customer agrees with the use of data described in the following clauses.

## 18. Personal data

The provider respects the privacy of every individual who visits their website, each user of their App and of their customers. The provider will not collect any personal information (like name, address, email address), unless provided to the provider by visitors, users and/or customers voluntarily or automatically collected by cookies.

## 19. Collection and use of personal data

The following data about the customer is collected through the use of the website or the app: Name, address, photo, gender, age group, country, postal code, length of membership, membership status (new customer, extension, permanent membership), payment method, affiliate partner, size, waist circumference, BMI, weight, frequency of use of the Site or the App and mailing status (Receiving Coach- and Newsletter allowed or not, receive e-mails by partners allowed or not), genetic data, various data from a genetic analysis report, desired physical activities and food.

## 20. Use of personal data

The aforementioned information will be used to enable the access of customers to the products, under the use of the Site or the App as well as settlement of the contractual relationship entered into. Furthermore, the data will be used for marketing purposes, to improve the products, for customer care, to evaluate the individual user behavior and to verify the access authorization. Your e-mail address will be used, in particular, to contact you at any time and for sending self-promotion. Newsletter by us and our partners requested by you will be sent to your e-mail address. With the help of health-related data, we will in particular create an anonymous profile for membership statistics. Generally, all data between the website and the app will be synchronized. By accepting this Privacy Policy, the customer expressly authorizes the provider to use personal data and other information in the sense described.

Access to personal data is restricted to those employees of the provider who need to know this information.

The provider will not share the customer personal data with any third party, unless the customer has previously declared his express consent, it is required for contract conclusion with the customer or there is a legal obligation for data dissemination. The provider will in no way sell personal data to third parties or market it in any other way. In particular, no health-related data is forwarded to the operators of the app stores

## **21. Data which is automatically stored on the visitor's computer**

When the customer visits the website of the provider, information can automatically be stored on the customer's computer. This takes the form of so-called "cookies" or similar files that can help the provider in various ways, for example, to learn the preferences of visitors to the website of the provider and to improve the website of the provider. The collection is carried out exclusively in anonymous form, thus a conclusion on individual users is not possible at any time.

We use Google Analytics for statistical purposes and for optimizing our website. Google Analytics does not collect any personal data. Most browsers allow you to delete cookies or to prevent their installation or to generate a warning before a cookie is installed. Further information on this subject can be found in the browser instructions. The provider will automatically use stored information exclusively for statistical purposes and does not combine it with personal data submitted to the provider.

## **22. Data security**

The customer is aware that data protection for data transmissions on the Internet can not be guaranteed with current state of technology. Consequently, the customer is himself responsible for the data transmitted on the internet.

Secure Socket Layers (SSL), an advanced security system, is used. All personal ordering information, such as customer name, address and the numbers of customer credit cards are sent encrypted and stored on a server, which is protected against unauthorized access.

## **23. The customer's rights**

The customer may at any time request that the provider delivers to him a copy of personal data related to his profile. Furthermore, the provider will correct or delete the customer's data upon his request at any time.

## **24. The customer data after the termination of the contract**

After the termination of the contract, the profile data of the customer will not be deleted, unless this is explicitly requested by the customer. However, even after the termination of the contract, the customer is entitled to have his profile data corrected or deleted at any time.

## **25. Final provisions**

The provider reserves the right to change these terms at any time. When such adjustments are made, the provider publishes them on the site immediately. It is up to the user to inform himself regarding the currently valid version of the Terms and Conditions.

Should one or more of the provisions of these terms and conditions be void or invalid, then the remainder of the Terms shall not be affected. In the case of invalidity or ineffectiveness of a clause, it is to be replaced by one that most closely approximates the economic purpose of the invalidated provision. All notices by the provider to the customer in accordance with these TaC are to be considered as having taken place when the provider sends the message to the customer by e-mail to the address given by the customer to the provider.