

GENERAL TERMS AND CONDITIONS

OF NOVOGENIA GMBH CONCERNING FREE LIFESTYLE GENETIC ANALYSES

1. General

- 1.1. These General Terms and Conditions of Business (hereinafter referred to as "GTC") apply to the free performance of a lifestyle genetic analysis together with corresponding recommendations for action (without medical significance) by Novogenia GmbH with its registered office in Austria ("Novogenia") for customers ("Customers") who were referred to Novogenia by Novogenia's cooperation partners ("Cooperation Partners") with the consent of the Customers.
- 1.2. The free lifestyle genetic analyses for Customers referred by the Cooperation Partners are only offered to persons who have reached the age of 14 years.
- 1.3. These terms and conditions apply exclusively. Other general terms and conditions of third parties shall not become part of the contract without Novogenia's express consent, even if Novogenia does not expressly object to them.
- 1.4. These General Terms and Conditions can be viewed in their current version at <https://novogenia.com/documents/gtc-free-lifestyle-genetic-analyses/>, printed out there and/or saved locally as a PDF document on a suitable data carrier.

2. Subject Matter of the Contract

- 2.1. Customers have the opportunity to have Novogenia perform a lifestyle genetic analysis free of charge. Within the framework of the lifestyle genetic analysis, genes are to be analysed which - depending on the analysis offered - influence various aspects of the customers' lifestyle (e.g., nutrition, sport, skin aging) and a corresponding action program is to be drawn up (hereinafter the "genetic analysis"). For example, the Customer's individual exercise and nutrition type can be determined by examining all genes relevant to body weight and fat loss, and a program can be developed to show the way to optimizing body weight by means of a scientifically based dietary change tailored to the individual type and a corresponding exercise program.
- 2.2. The genetic analysis is a so-called lifestyle genetic analysis, which only identifies general genetic predispositions, but not a genetic analysis for medical purposes. This means that on the basis of the genetic analysis, no statements can be made with regard to currently existing illnesses or health disorders of the Customer or with regard to possible predispositions for future illnesses or health disorders. The genetic analysis does not serve as a means, procedure, or treatment and is not an object for the detection, elimination, or alleviation of diseases, ailments, physical damage, or pathological complaints in humans. In particular, genetic analysis is not intended to identify food intolerances or to provide a basis for their treatment.
- 2.3. Genetic analysis exclusively determines genetic tendencies and characteristics without making any statement about a disease or probability of disease. The analysis reports only contain recommendations based on the technical evaluation of the genetic data. They do not contain any medical or medical advice. The recommendations are under medical supervision by Novogenia. Please note that the recommendations made in the analysis report based on the genetic analysis are based on previous scientific research and are tailored to the average Customer (test person) with the respective gene characteristics. Novogenia assumes no liability for the fact that a customer may have other atypical gene variations or other factors that may result in the recommendations made not being suitable for his or her individual constitution.
- 2.4. As part of the evaluation of the genetic analysis, Novogenia will provide the Customer with a personal report in an electronic and printed form containing the results of the analysis (the "Analysis Report") and, if applicable, together with other documents.
- 2.5. Novogenia does not transmit either the DNA sample for the genetic analysis or the results of the genetic analysis to the cooperation partners. In particular, the DNA sample and/or the results of the genetic analysis are not available to third parties (e.g., insurance companies or employers) for use in any way whatsoever; above all, not in order to be able to make a decision on tariffs, risk classifications and the like.

3. Assignment Towards Novogenia

- 3.1. The assignment to Novogenia is based in advance on the mediation of the Customer by the cooperation partner. If a customer is interested in having the genetic analysis carried out, the Customer must first contact the cooperation partner. The Cooperation Partner transmits the name and postal address of the Customer to Novogenia on its own responsibility. Novogenia will then send a DNA sample set with the contract documentation to the Customer by post. The Customer carries out the test on himself using the description and test instructions provided and thereby generates a DNA sample ("DNA Sample").
- 3.2. The contract for the performance of the genetic analysis, including the evaluation, is concluded by the Customer's commissioning and the subsequent acceptance of the commissioning by Novogenia. The order is placed on the basis of the transmission of the DNA sample, the completed and signed order form, and the data protection consent to Novogenia (collectively "contractual documentation"). The Customer shall send the contractual documentation to Novogenia by post, together with the DNA sample (if necessary, Novogenia shall also offer the Customer the option of sending the contractual documentation to Novogenia online). Novogenia accepts the Customer's order when the genetic analysis begins.

4. Performance, Delivery, Transfer of Risk

- 4.1. Novogenia's service obligation includes sending the DNA sample set, carrying out and evaluating the genetic analysis, and sending the analysis reports to the Customer. The proper execution of the DNA sample is exclusively within the sphere of the Customer.
- 4.2. Upon receipt of the analysis reports by the Customer, Novogenia's performance obligation is fulfilled and concluded. Irrespective of any recommendations in the analysis reports, Novogenia does not owe the Customer any specific success, in particular with regard to a concrete change in the physical constitution of the Customer.
- 4.3. The performance of the genetic analysis and the transmission of the analysis reports are subject to the condition that the Customer has signed the declaration of consent to Novogenia in accordance with data protection law and that the DNA sample is in the condition required for the proper performance of the genetic analysis. If the DNA sample received by Novogenia is not usable, Novogenia will again send the Customer a DNA sample set to generate a new DNA sample. The Customer shall not incur any further costs in addition to the postage costs for sending the DNA sample to the address provided.
- 4.4. If the Customer has revoked his or her consent to the performance of the genetic analysis and the preparation of the analysis reports, Novogenia shall immediately upon receipt of the declaration of revocation discontinue the analysis work and destroy the DNA sample.
- 4.5. The genetic analysis and the preparation of the analysis reports are carried out in accordance with the general state of the art in science and technology. Genetic variations unknown at the time the genetic analysis is carried out in accordance with state of the art in science and technology cannot be evaluated and could possibly also prevent the evaluation of the desired genetic variation. In this case, three attempts are made to analyse the desired gene variation, and then this gene variation is automatically removed from the analysis. According to the state of science and technology for genetic analyses, it is not possible to guarantee 100% accuracy of genetic analyses due to technical limitations. Novogenia, therefore, reserves the right to an error rate of 1%.
- 4.6. Genetic analysis is limited to the purpose of the genetic analysis agreed between Novogenia and the Customer; other genetic tendencies or characteristics are not tested and evaluated.
- 4.7. The analysis reports are sent to the Customer by post and/or electronically within 6 weeks of receipt of the DNA sample and the signed contractual documentation. The Customer is advised that the time period until the transmission of the analysis reports may vary in individual cases.
- 4.8. If, after the DNA sample has been sent to Novogenia, a circumstance occurs which would significantly delay the performance of the genetic analysis and/or the preparation of the analysis reports, Novogenia is entitled to withdraw from the contract.
- 4.9. If the DNA sample sent by the Customer to Novogenia is destroyed, damaged, altered or lost during transport to Novogenia, this shall fall within the sole sphere of responsibility of the Customer, provided that the Customer has commissioned the person or company designated to carry out the shipment and Novogenia has not previously designated this person or company to the Customer.

5. Free of Charge

- 5.1. Novogenia's services are provided free of charge to the Customer. If applicable, the Customer shall only bear the postage costs for sending the DNA sample to the address provided.

6. Storage and Use of the Samples

- 6.1. The DNA samples shall be destroyed no later than 30 days after completion of the genetic analysis and transmission of the results to the client.

7. Liability of Novogenia

- 7.1. Novogenia shall be liable in accordance with the statutory provisions in the following cases for expenses and damages ("Damages"): In the case of liability under the Product Liability Act; in cases of intent or fraudulent misrepresentation; in cases of gross negligence; for injury to life, body or health; in the case of acceptance of a guarantee by us; as well as in all other cases of mandatory statutory liability.
- 7.2. Novogenia shall also be liable for damages in accordance with statutory provisions in the event of culpable violation of so-called cardinal obligations. Cardinal obligations in this sense are all obligations, the violation of which endangers the achievement of the purpose of the contract as well as all obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which one may regularly rely upon. However, if the breach of a cardinal obligation was only slightly negligent and did not lead to injury to life, body or health, the Customer's claims for damages shall be limited to the amount of the typically foreseeable damage.
- 7.3. Otherwise, the Customer's claims against Novogenia for damages - regardless of the legal basis, in particular, due to a material defect, defect of title and/or the breach of other obligations arising from the contractual relationship or from a pre-contractual obligation by us, our legal representatives, employees or vicarious agents - are excluded.
- 7.4. Insofar as Novogenia's liability is limited or excluded under the above provisions, this shall also apply to the personal liability of Novogenia's legal representatives, employees, and vicarious agents.
- 7.5. The Customer is advised that he/she should consult a physician in advance, in particular in the event of possible illnesses or pathological overweight (so-called obesity).

8. Data Protection

- 8.1. Novogenia will comply with all data protection regulations applicable to Novogenia, in particular the Basic Data Protection Ordinance, when providing services.

9. Utilization of Testimonials and Experience Reports

- 9.1. The Customer agrees that testimonials and testimonials submitted by the Customer to Novogenia may be used for advertising purposes in an anonymous form (i.e., without any inference as to the identity of the person).

10. Miscellaneous

- 10.1. This contract is subject to the law of the Republic of Austria. If the Customer has placed the order as a consumer and has his habitual residence in another country at the time of the order, the application of mandatory legal provisions of this country shall remain unaffected by choice of law made in section 1.
- 10.2. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision which comes closest to the invalid provision in economic terms. If these General Terms and Conditions contain a loophole, this loophole shall be filled by a provision which the parties would have agreed upon if they had been aware of the loophole at the time of the conclusion of the contract.