TERMS & CONDITIONS

PLEASE CAREFULLY READ THESE TERMS AND THE PRIVACY POLICY BEFORE PLACING AN ORDER ONLINE OR OTHERWISE USING THIS WEBSITE, ANY OTHER BIONIQ WEBSITE OR APPLICATION OR DISCLOSING ANY PERSONAL INFORMATION. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BIONIQ.

1. SUBJECT OF THE AGREEMENT

1.1. Welcome to the Bioniq family of websites which include our website, mobile website and mobile application (collectively the "Site"). This Terms of Use Agreement ("Agreement") sets forth the agreement between BIONIQ HEALTH-TECH SOLUTIONS LTD, a company registered in the UK No. 11781130 whose registered office is at Acre House, 11-15 William Road, London, NW1 3ER. ("Bioniq"), Bioniq's affiliated companies (together "We", "Us", or "Our") and each user ("User", "Your" or "You") governing the use by you of the Site including purchase of products and services.

1.2. By using the Site or disclosing to us any personal information: (i) you agree that you have read and understand the terms of this Agreement, (ii) you accept and agree to be bound by the terms of this Agreement, and (iii) you accept and agree to abide by all laws and regulations applicable to the subject matter of this Agreement.

1.3. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND OUR PRIVACY POLICY, DO NOT ACCESS OR OTHERWISE USE THE SITE OR DISCLOSE TO US ANY PERSONAL INFORMATION.**

1.4. The terms of use contained in this Agreement may change periodically and may be revised at any time and from time to time in our sole discretion by updating this posting. You should visit this page from time to time to review the then current terms of use because they are binding on you. Your continued use of the Site means that you accept any changes or modifications to this Agreement. If any modification is unacceptable to you, your only recourse is to stop using the Site or terminate this Agreement by contacting bioniq customer service. Certain provisions of the terms of use contained in this Agreement may be superseded by legal notices or terms located on particular pages of the Site.

1.5. Further, you are making the following declarations and are bound by them:
- I am responsible for contacting my Healthcare Professional about any health concerns;
- If I am receiving treatment from my Healthcare Professional, or any other medical provider, I should tell him/her about any nutritional recommendations provided by Bioniq. This is necessary because of any possible reaction between medication and your personalized supplement formula;
- It is important that I disclose to Bioniq any medical diagnosis, medication, herbal medicine, or food supplements, I am taking as this may affect Bioniq’s recommended supplement formula;
- If I am unclear about the agreed nutritional therapy programme/food supplement doses/time period, I should contact Bioniq promptly for clarification;
- I understand that the advice is personal to me and may not be appropriate for others;
- I must contact Bioniq should I wish to continue any specified supplement programme for longer than the original agreed period, to avoid any potential adverse

reactions;
- I agree to the recording of consultation appointments using any form of electronic media.

2. NOT MEDICAL OR TELEMEDICINE SERVICES OR HEALTHCARE ADVICE

2.1. Our products are not intended to treat, cure or prevent any disease, nor is the information supplied on this Site or other promotional material intended to replace the individual advice available from your own doctor or replace the relationship with your doctor or other Healthcare Provider. You should always seek the advice of your doctor before starting, stopping or modifying any physician-prescribed treatments or medications.

2.2. Our consultations and reports available on the Site will recommend a personalized supplement formula as part of our products and services, as well as dietary and lifestyle advice. If you have a recurring or previously diagnosed health condition that concerns you, or are taking prescription medication, upon purchase of our products you agree to seek medical advice from your GP or other Healthcare Professional before taking our products and/or making dietary and lifestyle changes.

2.3. If you experience an adverse reaction, stop taking our products and seek medical advice immediately. Please notify us of any such adverse reaction to enable us to conduct our investigation and help us improve the product.

2.4. The products and claims made about specific products on or through the Site have not been evaluated by the United States Food and Drug Administration or by any of the UK or European medical or food safety authorities, and are not approved to diagnose, treat, cure or prevent disease.

2.5. The Site is not intended to provide diagnosis, treatment or medical advice. Products, services, information and other content provided on the Site and linked websites, including information that may be provided on the Site directly or by linking to third-party websites are provided for informational purposes only. Please consult with a physician or other Healthcare Professional regarding any medical or health related diagnosis or treatment options.

2.6. Information provided on the Site and linked websites, including information relating to medical and health conditions, treatments and products may be provided in summary form. Information on the Site including any product label or packaging should not be considered as a substitute for advice from a healthcare professional. The Site and linked websites do not recommend self-management of health issues.

YOU ALSO UNDERSTAND AND ACCEPT THAT THE SERVICE PROVIDED BY US IS NOT A TELEMEDICINE SERVICE AND ANY CONSULTATIONS PROVIDED WITHIN THE FRAMEWORK OF THE SERVICES ARE PURELY ADVISORY IN NATURE AND ARE NOT CARRIED OUT BY MEDICAL SPECIALISTS. ALL RECOMMENDATIONS PROVIDED BY OUR AUTOMATED DIGITAL ASSISTANT OR OUR SPECIALIST IN REAL TIME DO NOT REPLACE AND DO NOT CONSTITUTE A MEDICAL CONSULTATION UNDER ANY CIRCUMSTANCES.

2.7. Information on the Site is not comprehensive and does not cover diseases, ailments, physical conditions or their treatment. Contact your Healthcare Professional promptly should you have any health-related questions. Never disregard or delay medical advice

based upon information you may have read on the Site or due to the consumption of any of our products or services.

2.8. Links to or access from any third-party websites or resources is not an endorsement of any information, product or service. We are not responsible for the content or performance of any third-party websites. Use of any third-party websites is at your own risk. Please remember to consult that website's own private policy.

2.9. You should not use the information or services on the Site or otherwise received from us to diagnose or treat any health issues or for prescription of any medication or other treatment. You should always consult with your Healthcare Professional and read information provided by the product manufacturer and any product label or packaging, prior to using any medication, nutritional, herbal or homeopathic product or before beginning any exercise or diet program or starting any treatment for a health issue. Individuals are different and may react differently to different products.

2.10. You should consult your physician about interactions between medications you are taking and nutritional supplements as well as about risk of any allergies or any other impacts our products or services may have on your health. Comments made in any forums on the Site by employees or Site users are strictly their own personal views made in their own personal capacity and are not claims made by us nor do they represent our positions or views. Product ratings by any current or previous employees or Site users are strictly their own personal views made in their own personal capacity and are not intended as a substitute for appropriate medical care or advice from a healthcare professional.

2.11. Always check the product label or packaging prior to using any product. If there are discrepancies, customers should follow the information provided on the product label or packaging. You should contact the manufacturer directly for clarification as to product labeling and packaging details and recommended use.

2.12. For the terms on the use of our nutritional therapist services please refer to section 20 below.

3. AUTHORITY

3.1. By using our Site, you represent and agree that you are at least 18 years of age or older and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in this Agreement; otherwise, please exit the Site. The Site is not intended or designed to attract users under the age of 18. We do not collect personal information from any person we know to be under the age of 18, unless consent is given by a legal guardian. If you are under the age of 18, you are not permitted to disclose or send to us any personal information.

4. SITE USAGE & TERMINATION

4.1. You are required to establish an account on the Site in order to use certain features, such as making a purchase. You agree to provide accurate, true, complete and current information about yourself as prompted by the Site and to promptly update such information to maintain accurate, true, complete and current information. If you provide any inaccurate, false, incomplete or outdated information or we in our sole discretion

suspect that such information is inaccurate, false, incomplete or outdated, we reserve the right to suspend or terminate your account, cancel any pending and undelivered orders and issue a refund for such canceled orders and prohibit any and all current or future use of the Site or any portion thereof by you. During the registration process you will create a username and password. You are responsible for the confidentiality of your account and password and are fully responsible for all activities that occur under your account or password. You agree to immediately notify us of any unauthorized use of your account or password or any other security breach and to ensure that you exit from your account at the end of each session. Unless you have so notified us, you agree to be responsible for all charges resulting from the use of your account on the Site including charges resulting from unauthorized use of your account. We are not liable for any loss or damage resulting from your failure to comply with this section.

4.2. You agree to use the Site for lawful purposes and that you are responsible for your use of and communications on the Site. You agree not to post on or transmit through the Site any unlawful, infringing, defamatory, obscene, indecent, threatening, offensive or otherwise objectionable material of any kind including any material that encourages illegal conduct or conduct that would encourage civil liability, infringe on another's intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use the Site in a manner that would interfere with normal operation or infringe on any other use of the Site.

4.3. You agree not to access the Site by any means other than the interface we provide. Displaying or running the Site or any information or material displayed on the Site in frames or through similar means on another website without our prior authorization is prohibited. Any permitted links to the Site must comply with all applicable laws, rules and regulations.

4.4. We make no representation that Materials contained on the Site or that products described or offered on the Site are appropriate or available for use in jurisdictions outside the United Kingdom, or that this Agreement complies with the laws of any other country. Users of the Site outside the United Kingdom do so at their own initiative and risk and are responsible for complying with all applicable laws and regulations. You agree not to access the Site from any location or territory where its contents are illegal and that you and not us, are responsible for compliance with all applicable laws and regulations.

4.5. This Agreement is effective until terminated by either us or you. We, in our sole discretion, may suspend or terminate this Agreement at any time without notice and deny you access to the Site or any portion of it, suspend or cancel any pending orders. You may terminate this Agreement at any time by contacting us and discontinuing all use of the Site. Upon termination by us or you, you must destroy all materials obtained from the Site including all copies of such materials whether made under the terms of use contained in this Agreement or otherwise. We reserve the right to modify or discontinue, temporarily or permanently, the Site or any portion of it with or without notice. We are not liable to you or to any third party for any modification, suspension or discontinuation of the Site.

4.6. We reserve the right to terminate any account if your order is deemed fraudulent or credit card charges are disputed. You agree that we may terminate or suspend your access to all or part of the Site, with or without notice, for any conduct that we, in our sole discretion, believes is in violation of any part of this Agreement, laws or regulations or is harmful to another user or us or our affiliates.

4.7. The following shall survive any termination of the Agreement either by us or you; Privacy, Liability Disclaimer, Severability, Interpretation, and Miscellaneous.

5. USER CONTENT AND CONDUCT

5.1. Where applicable at the Site, you may post your own content ("User Content"). You understand that you are solely responsible for any content you post to the Site. You alone assume all risks associated with your content including anyone's reliance on its accuracy, truthfulness or reliability or any disclosure by you of information in your content that makes you identifiable. Once published, your content may not be able to be withdrawn. You may not imply that your content is endorsed by us. You may expose yourself to liability if your content is false, defamatory, intentionally misleading, violates any third-party right including copyright, trademark, patent, trade secret, privacy right, right of publicity or any other intellectual property or proprietary right or is unlawful or violates or advocates the violation of any law or regulation. We cannot guarantee that your content will not be misused by other users. If you have information you want to keep confidential and/or do not want others to use, do not post it to the Site. We will not be liable for any user content, including, any errors or omissions, or any loss or damage incurred as the result of the use of any user content in any manner posted to the Site. We are not responsible for any user's use or misappropriation of any content you post to the Site.

5.2. By posting user content to the Site, you hereby grant (or warrant that the owner of such rights has expressly granted) us perpetual, worldwide, royalty-free, irrevocable, non exclusive right and license to use, host, store, reproduce, adapt, publish translate, edit, sub license, modify, create derivative works from, communicate, publish, publicly display and distribute such content or incorporate such content into any form. The foregoing grant includes, without any limitation, any copyrights and other intellectual property rights in and to your user content.

5.3. You represent and warrant that the content you posted does not violate the privacy or publicity rights, copyrights, contract rights or any other rights including moral rights of any person. You agree to pay for all royalties, fees and any other amounts owed to any person by reason of any content you posted to the Site. This license continues even if you stop using our Site. We reserve the right to remove such content.

5.4. You understand that we may preserve user content and may disclose user content if required to do so by law or in good faith belief that such preservation or disclosure is reasonably necessary to comply with the legal process, enforce this Agreement, respond to claims that any user content violates the rights of third-parties, or protect the rights, property or personal safety of us, our users and the public. You understand that the technical processing and transmission of the Site, including your user content, may require transmitting over different networks and changes to conform to technical requirements of connecting devices or networks.

5.5. Your content postings are voluntary including ideas, opinions and disclosures. There is no confidential or contractual relationship established by posting your content or review or use of your content. We are not liable for any disclosure of any user content including opinions or suggestions you post to the Site. We are entitled to unrestricted use of any user content it may receive, for any purpose, commercial or otherwise, without compensation to you as the content provider.

5.6. You agree not to use the Site to:

- Post or otherwise transmit any user content that is harmful, false, unlawful, obscene, defamatory or otherwise objectionable.
- Harass, stalk or otherwise abuse another.
- Impersonate any entity or misrepresent your affiliation with any person or entity.
- Harm minors and any other person.
- Attempt to disguise the origin of any user content posted to the Site.
- Post or otherwise transmit any user content that you do not have the right to transmit under any law, contractual or fiduciary relationships.
- Post or otherwise transmit any user content that infringes on any patent, copyright, trademark or other proprietary rights ("Rights") of any party or post or otherwise transmit any protected material on the Site.
- Post or otherwise transmit any unsolicited advertising, promotional materials, spam, junk mail, pyramid schemes or any other form of solicitation.
- Post or otherwise transmit any content that contains viruses, Trojan horses, or other harmful, disruptive or destructive materials that limit the functionality of any computer software, hardware or telecommunications equipment or interferes with any third party's use of the Site.
- Collect data about other Site users.
- Gain access to unauthorized areas of the Site including servers or networks.
- Engage in illegal activities or to promote activities that are dangerous and illegal, such as terrorism, the sale of illegal drugs, or human trafficking.
- Distribute sexually explicit or pornographic material, or drive traffic to commercial pornography sites.
- Distribute depictions of graphic or gratuitous violence.
- Access another user's account without their permission.
- Create or use multiple accounts to evade our policies or bypass blocks or otherwise subvert restrictions placed on your account.
- Threaten, stalk, defame, defraud, degrade, victimize or intimidate an individual or group of individuals for any reason; including without limitation, on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion, or incites or encourages anyone else to do so.

We will terminate the account and/or block Site users who violate the intellectual property rights of any person on the Site. You understand that by using the Site you may be exposed to other user content that is indecent or otherwise objectionable. We do not endorse or have control over user content. User content is not reviewed by us prior to posting and does not reflect our opinions. We make no representations or warranties expressed or implied with regard to the accuracy or reliability of user content or any other material or information you may obtain from the Site. We are not responsible for monitoring the Site for inappropriate user content or conduct. If at any time we choose, in our sole discretion, to monitor the Site, we nonetheless assume no responsibility for the user content, have no obligation to modify or remove any inappropriate user content, and have no responsibility for the conduct of the Site users submitting any such user content. Notwithstanding the foregoing, we reserve the right to remove any user content that violates this Agreement or is otherwise objectionable, in our sole discretion. You agree that you must evaluate, and bear all the risks that are associated with the use of any user content, including reliance on accuracy, completeness or usefulness of such content. In this regard, you acknowledge you may not rely on any user content. You are solely responsible for your interactions with other Site users. We, in our sole discretion, have the right but are under no obligation to monitor communications between you and other Site users and to terminate your Site access. We reserve the right to disclose your identity and

the identity of other account holders to regulators or enforcement authorities upon their request.

5.7. You agree to indemnify us for any and all third-party claims, damages, losses, liability and causes of action in any way arising from or as a result of your posting any content or materials or your failure to comply with this Agreement in accordance with Clause 12 below.

5.8 **REFER A FRIEND PROGRAM**

As part of our services you may register for a refer-a-friend program provided by Mention Me, a third party provider. With your registration you agree to participate in the program to refer friends and redeem your friends discounts. In addition to these terms and conditions the terms and conditions of Mention Me (https://mention-me.com/help/tnc_f/site) shall apply. In case of any conflict our terms and conditions shall prevail. With your registration you consent that your name and your e-mail address may be used by the persons who are referred by you in order to verify the referral. You will only make a referral with the prior express consent of the recipient. In particular, the recipient's consent must refer to the receipt of the refer-a-friend program . You will inform the recipient of the referral of the rewards and bonuses granted to you and/or the recipient and that you are not acting as an employee or agent. This refer-a-friend participation is concluded from registration on for an indefinite period. The participant has the right to terminate the participation at any time without notice. We have the right to terminate the participation at any time by text notice (e.g. e-mail). We reserve the right to discontinue the program with one week prior notice. All parties reserve the right to terminate the program for good cause.

6. PRIVACY POLICY

6.1. When you submit personal information on the Site you are consenting to the manner in which we will collect, use, disclose and otherwise manage your personal information, as set out in the Privacy Policy, published on the Site and forming an integral part of this Agreement. It is important that you read and understand the terms and conditions set out in this Agreement in conjunction with our Privacy Policy before using the Services. Bioniq may retain User's personal information even after User has closed his/her account if retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes between Users, prevent fraud and abuse, or enforce the Privacy Statement and this Agreement.

7. PAYMENT TERMS, SUBSCRIPTION, ORDERS, REFUNDS

7.1. **Payment Terms**

A. Terms of payment are within Bioniq's sole discretion, and unless otherwise agreed to by Bioniq, payment must be received by Bioniq prior to Bioniq's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method. When you provide bank card information, account numbers or other information necessary to facilitate payment to us or our vendors, you represent to us that you are the authorized user of the bank card that is used to pay for the products and services. In the event legal action is necessary to collect on balances due, you agree to reimburse Bioniq and its vendors or agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You understand that we will hold and store such bank card or payment information to facilitate payment and deposit, damage reimbursement, and other liability purposes.

B. The invoice will indicate the delivery charges and any applicable tax.

7.2. **Subscription Products:**

Bioniq offers consumers “products” that can be purchased through a subscription (“subscription”), which will automatically renew unless canceled. If you sign up for a subscription, the payment method you provide will be charged the amount then in-effect every month (“billing period”). Our subscription products are sent in batches, for a supply lasting 3 months (“product cycle”). You are required, at minimum, to make the three monthly payments in order to cover the product cycle. You are eligible to cancel your subscription within the 30 day period after your final payment of each product cycle, this is to avoid a recurring charge and thus the receipt of another 3 month supply of product. If you wish to cancel your subscription, the manner in which you do so varies by product:

Bioniq GO:

- You may cancel your subscription via the customer account portal that is accessible to yourself. Please note, any other form of cancellation (e.g., an email request to the customer service team) is not eligible and your subscription will continue. All cancellations are effective on the last day of the product cycle.

Bioniq PRO:

- You may cancel your subscription by contacting our customer support team via email (pro@bioniq.com). All cancellations are effective on the last day of the product cycle.

You are obligated to provide current, complete and accurate information for your billing account. You are responsible for promptly updating all information to keep your billing account current, complete and accurate (e.g., change in billing address, credit card number, or credit card expiration date). If you do not complete all necessary payments of your product cycle, we reserve the right to share your details with a third party debt collection agency who will collect the payment on our behalf. If you need to change your credit card information, the manner in which you do so varies by product:

Bioniq GO:

- You may update your billing details via the customer account portal that is accessible to yourself.

Bionq PRO:

- You must promptly notify us if your billing details require amending via our customer service team (pro@bioniq.com).

7.2.1. Products

A. Bioniq PRO

You will receive the following products and services: **Bioniq PRO test or upload and a subscription Bioniq PRO:**

PRO Test:

> A blood analysis via our designated third party provider;
> Access to dashboard with personalized health, diet and lifestyle recommendations (24/7);
> Personal consultation with a nutritionist (once);

PRO Upload:

> An AI driven review of your already existing blood results, shared by yourself from a

third-party provider of your choice;
> Access to dashboard with personalized health, diet and lifestyle recommendations (24/7);
> Personal consultation with a nutritionist (once);

Subscription Bioniq PRO (minimal term for subscription equal 3 months):
> Personalized swiss micronutrient mixture (billed monthly during the term of the product cycle);

We draw your attention to the fact that the first subscription cycle is only possible with the joint payment of a Bioniq PRO test, or upload and a Bioniq PRO subscription. On renewal of your subscription, you can contact your personal manager and undergo laboratory testing in any convenient laboratory (paid separately);
In case of renewal without additional testing your personalized supplements will be made for you, according to the previous formula.

B. Bioniq GO
Bioniq GO is available as one time purchase for one month supply or as subscription model in which the minimum subscription period is 3 (three) calendar months (product cycle):
> Detailed health and lifestyle quiz to create the your personalized micronutrient complex;
> Personalized Swiss micronutrient mixture. Please note that before using the personalized micronutrient complex Bioniq GO, it is recommended to consult with your doctor, in order to coordinate the intake and personal dosages of the micronutrient complex Bioniq GO.

C. You acknowledge and agree that by ordering certain Bioniq products, you are signing up for a subscription with us. You agree to pay all applicable subscription fees made known to you. It is important to note that when you sign up to use the subscription, your applicable subscription fees will be automatically charged to your payment method on a monthly basis. By subscribing to any Bioniq subscription you are agreeing to pay recurring periodic subscriptions for an indefinite time until your account is canceled by you or us. The price for this subscription is set out on the Site. If you chose to undergo your blood test at one of the Bioniq-associated Laboratory partners (for which we reserve the right to change the available locations from time to time without notice of such general changes), be aware that we will pay the Laboratory directly for both the blood testing services on your behalf at cost.

D. From the date of initial payment each following month the subscriber will automatically be billed the same day of the month via direct debit (in case the subscriber joined on the 31st of a month he will be billed on the 30th day of the next month).

E. Your subscription will start when Bioniq confirms your payment and will continue for a period of minimum 3 calendar months during the terms of the subscription. Minimum term for subscription equal 3 months and will start from your first payment till the moment of your canceled subscription. Please note that the price on the Site is specified for 1 (one) calendar month for any Bioniq product.

F. Bioniq shall have the right to bill you in advance for 3 months increments. Bioniq shall have the right to arrange and offer its customers an option to finance the subscription through a third-party lender or similar retail finance provider.

G. It is important to note that when you sign up to use the Bioniq product, your subscription will automatically renew until you cancel it. At the end of your product cycle, you will automatically be signed up and billed for an additional product period of the same length as the product period you initially chose and, in any event at then-current pricing. If

you do not wish your subscription to auto-renew, you may cancel it by following the instructions noted in section 7.2.

H. You may cancel your subscription as per the terms described in section 7.2. The cancellation will take effect for the following product period only and your current subscription will remain valid until it expires. Upon the cancellation of the subscription, we will have the right to charge you any outstanding expenses incurred by us and reimbursable by you under this Agreement.

I. You have the opportunity to pause your subscription within the 30 day period before your next product cycle commences. You can select to pause only in full month cycles up to a maximum pause of 3 full months. Your subscription will resume at the end of the pause and you will automatically be charged for the next product cycle period.

J. We reserve the right, at our absolute discretion, not to renew your subscription at any time without giving any reasons for our decision.

K. Please stop using the product and contact a medical professional and us immediately if you experience an allergic reaction, or any type of intolerance to your supplement.

7.2.2. One Time Purchase Product:

A. This Bioniq Product is not sold on a subscription basis. Payment for this product is one time payment when the order is placed on the Site.

B:

PRO Test:

> A blood analysis via our designated third party provider;
> Access to dashboard with personalized health, diet and lifestyle recommendations (24/7);
> Personal consultation with a nutritionist (once);

PRO Upload:

> An AI driven review of your already existing blood results, shared by yourself from a third-party provider of your choice;
> Access to dashboard with personalized health, diet and lifestyle recommendations (24/7);
> Personal consultation with a nutritionist (once);

Bioniq GO (One-month supply):

> Detailed health and lifestyle quiz to create the your personalized micronutrient complex;
> Personalized Swiss micronutrient mixture. Please note that before using the personalized micronutrient complex Bioniq GO, it is recommended to consult with your doctor, in order to coordinate the intake and personal dosages of the micronutrient complex Bioniq GO.

Omega-3 (Payment for this product is one-time payment and can be purchased on the Site):

> 2000mg of Omega 3 fish oil from BIONIQ (4 x 500mg capsules) contains 800mg of EPA and 400mg of DHA.

7.2.3 Important Information for all products

By utilizing the service of the Site to subscribe to Bioniq products at all stages (both in general and separately), you represent that you are aware of the potential risks associated with the use of the service and taking the Bioniq products including, but not limited to some potential risks as stated as follows:

- **Allergy.** If you have a known or suspected allergy or sensitivity, you should not follow any suggestions provided within our Service, immediately inform us at the contacts listed on our website before the start of testing. We do not accept any responsibility related to the occurrence of an allergic reaction due to individual intolerance to the components after testing is completed and the product is ready to be shipped, if We have not received any statements about individual intolerance to the components of the Product in whole or in part;
- **Deterioration**. A specific health or medical condition(s) you may have may not improve or may get worse and you may develop new conditions due to the individual characteristics of each medical condition. We do not guarantee the improvement of your health, since our product is not a medicinal product and is not aimed at treating your existing diseases. In case of deterioration of your general health condition or exacerbation of your existing disease(s), you agree to immediatley stop taking Bioniq products and contact your doctor;
- **Anxiety**. Some survey questions may make you or your family members uncomfortable or may cause you to worry or become anxious;
- **Necessity of requiring medical supervision**. Some information obtained about your health status in the process or as a result of using the Service may prompt you to contact a medical specialist. We do not accept any responsibility, including financial, related to this, which means that You will be fully responsible for the costs of this follow-up testing and any resulting treatment.
- **Side effects**. If you experience an adverse reaction, stop taking our Products and seek medical advice.

Contraindication to Use:

Hypersensitivity to any of the components of the vitamin and mineral complex of Bioniq products, diabetes mellitus, ulcerative lesions of the gastrointestinal tract (including peptic ulcer of the stomach and duodenum, ulcerative colitis), bleeding from the gastrointestinal tract, intestinal atony, chronic liver failure, renal failure, hyperglycemia and hypoglycemia, nephrolithiasis, hyperoxaluria, pregnancy or pregnancy planning; breastfeeding; children and adolescents under 18 years of age. If the individual Bioniq products, created for you, as well as with the individual parameters of the vitamin and mineral complex chosen by you yourself, may contain a component that may be prohibited for you to use we disclaim any possible responsibility.

7.3. Orders

A. Orders are not binding upon Bioniq until accepted by Bioniq. Bioniq reserves the right to limit the order quantity on any product and/or to refuse to ship product to any customer for any reason, or for no reason whatsoever, with or without prior notice.

B. Your right to use the service or a specific product is conditional upon our receipt of payment of subscription fees. If payment cannot be charged to your credit card or if a charge is refunded for any reason, we reserve the right to immediately either suspend or terminate your access and account, thereby terminating this Agreement and all our obligations hereunder.

C. After placing your order via our Site for products or services, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy products or services from us. All orders are subject to acceptance by us. We will notify you where products or services may not be available.

D. Your Agreement with us will relate only to those products or services not notified as out of stock. We will not be obliged to supply any other products or services which may have been part of your order until the products or services are available.

E. Your order will be fulfilled as soon as reasonably possible, and in any event within 30 days after the day we accept your order unless there are exceptional circumstances, or we have been notified of any out of stock or delays. We are not responsible for delays outside our control. If our supply of the products or services is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay.

F. Prices of products and services are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an order acknowledgement.

G. Products and their packaging may vary slightly from their pictures used on the Site. The images of the products on the Site are for illustrative purposes only. Although we have made every effort to display the product accurately, your product may vary slightly from these images. We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product. If we make more material changes to our products, we shall inform you in writing of these changes and any relevant impact this may have on your use of the product.

7.4. **Price policy**

A. In any case, Product prices shown on the Platforms are presented in GBP, USD, AED and EUR and are presented to you as the most appropriate currency for your location. Where applicable, these will be inclusive of value added tax ("VAT") (where applicable), at the appropriate rate.

B. Prices for products listed on the Site may be subject to modification depending on Your region, due to the lack of a unified cost of Services provided by third parties, including, but not limited to, laboratories that perform blood tests.

7.5. **Refunds**

A. This section refers to all products or services. If the products we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us by email (info@bioniq.com) of the problem within 30 days of the delivery of the products in question.

B. If you notify a problem to us under this condition, our only obligation will be, at your option: to make good any shortage or non-delivery to replace any products that are damaged or defective to arrange for provisions of new services, or to refund to you the amount paid by you for the product or services in question via the same method in which the payment was made.

C. We will usually refund any money received from you for the product or services using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as reasonably possible and, in any case, within 14 days of the day we received your cancellation or within 14 days of the day we confirmed to you via letter or email that you were entitled to a refund of the price of the product or services.

D. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the product or services in question under the clause above

E. Money-Back Guarantee:

- 10-Day Money-Back Guarantee (MBG): we are committed to providing the best experience and services to our members. If, for any reason, you are not satisfied with your purchase, we offer a 10-day money back guarantee, subject to the following terms. This is only applicable to the Bioniq GO subscription.
- Eligibility for MBG: to be eligible for our MBG, you must contact us within 10 calendar days of the receipt of your Bioniq GO. After this period, we will not be able to offer a refund.
- Conditions for refund: to process a refund, the following conditions must be met:
    - You must provide us with proof that you have received the goods
    - You must provide us with with proof of purchase (e.g., receipt, invoice)
    - You are required to return the goods to Bioniq and your refund will only be processed upon Bioniq's receipt of goods.
- Refund process: to request a refund, you must contact our support team via your customer portal and submit a customer support request. If your refund is approved, it will be processed and you shall receive the funds within 7-10 working days.
- Changes to the guarantee: we reserve the right to modify or discontinue this 10-day MBG at any time, without prior notice. However, any changes will not affect guarantees provided to customers for purchases made before such modifications.

7.6. **Delivery and compliance with international and local Customs laws**

A. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase products or services from our Site . The importation or exportation of certain of our products to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the product you purchase. In case of a product recall we shall have the right to recover the products delivered to you subject to the payment of the refund. Delivery to countries outside the EU may be subject to local import taxes, which are your responsibility (where applicable). If so, the shipping company will contact you by telephone or email once your Items are in customs to let you know the cost. Be aware that this may delay your delivery time as goods held at customs will be your responsibility to pay the necessary charges for local authorities to release the goods. You must provide the scanned copy of your passport or other form of ID acceptable by the country of the recipient on demand by customs. Refusal to pay import duties and customs taxes will result in the destruction or return of the product by the country of the recipient (depending on the applicable Customs legislation). In this case the cost of any additional costs will be charged accordingly to You and no refund will be due.

B. If you do not accept the delivered product or service and do not provide us with alternative delivery instructions (including the means and date of delivery) or fail to collect the product, we will contact you to get further instructions. We reserve the right to charge you the costs of service cancellation, storage and all other additional delivery costs. If, despite our reasonable effort, we cannot reach you or change the conditions of product or service delivery, we can terminate the contract, keep the product and charge you for any additional costs associated with delivery attempts.

C. If you enter incorrect details on your account, we will have no liability to you if your services or products are not delivered to you. We reserve the right to charge you the costs

of service cancellation, storage and all other additional delivery costs.

D. We may end the contract for a product or service at any time by writing to you if:
(a) you do not make any payment to us when it is due and you still do not make payment within 21 working days of us reminding you that payment is due;
(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services or products, including but not limited to delivery address or card details as required
(c) you do not, within a reasonable time, allow us to deliver the services or products to you. If we end the contract in such situations, we will refund any money you have paid in advance for products we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.

E. We will not assume responsibility nor liability for damaged products or delivery delays/problems when provided by third party organizations. Our products will not be refunded or exchanged if purchased through or provided by third party organizations, retailers, wholesalers or resellers. You should carefully review the terms and conditions and privacy policies of all off-Site pages and other Sites that you visit and/or order from.

8. TITLE, RISK OF LOSS

8.1. Bioniq delivers or procures the delivery of the products, cleared for export, to an address indicated by you at the order, or to another party nominated by you. Title to products passes from Bioniq to you after delivery to you. Loss or damage that occurs during shipping by a carrier selected by bioniq is bioniq's responsibility.

8.2. International Orders
By confirming your order for shipment, you agree to the additional terms contained in this section. If any package is returned to us because of an incorrect address, because you refuse the package, or for any other reason other than solely because of our error, you will be responsible for our shipping cost for the return and reshipment of the package. If the cost to return the package to us exceeds the cost of the goods ordered, or if you have ordered products that we are informed cannot be imported into the country of intended delivery, we may instruct the shipping company to abandon the package, but even if we do so, you will remain responsible for payment. Additionally, you are considered the importer of record for all shipments from us, and must comply with all laws and regulations of the country of destination and all laws and regulations imposed on exports to your country. You agree to pay any fees, fines, or other costs charged to us or to you in connection with any non-compliance with laws and regulations of the country of destination.

9. SALE OF PRODUCTS AND SERVICES OF THIRD PARTIES

9.1. You may be provided with the opportunity to purchase products and/or services through the Site or from third party web sites linked to the Site. In addition, some products or services that you purchase from the Site may be processed by third parties, such as laboratories that process blood tests. These products and services are not provided by bioniq. Products and services purchased through or provided by third-party web sites are subject to the terms and conditions of such third parties and their web sites, and bioniq shall have no liability or responsibility for such purchases. Please be aware that these websites may collect information about you, and operate according to their own privacy policy. You should consult that website's own private policy.

10. THE BLOOD TESTING PROCESS

10.1. These services will be provided by a certified third-party provider (the "Provider") and not by Bioniq and will take place at the location of the Provider or as agreed with the Provider. By agreeing to accept the services of the Provider you shall enter into a separate services agreement with the Provider and thus shall have no recourse against Bioniq in relation to the service, other than in case of a claim for refund or request to arrange a new service as set out in this Agreement. We will only act as a coordination and payment agent using the Site.

10.2. By ordering the blood sample services on the Site you are providing consent to the Provider to the procedure, collection of the blood sample, its delivery and testing at the Provider's lab and sharing of the test results and any reports by the Provider directly with bioniq subject to the terms of this Agreement and the Privacy Policy.

10.3. 3 By taking the blood test as described you agree to discussing and provide your Healthcare Provider with a copy of any abnormal test results within the specified time mentioned in the reports.

10.4. The information included in the test results and any report provided to you by Bioniq is only relevant to the individual who completed the blood test. The information should not be used for the diagnosis or treatment of medical conditions. Bioniq has used all reasonable care in obtaining the information but makes no warranty as to its accuracy. Consult a doctor or other health care professional for diagnosis and treatment of medical conditions. Bioniq attempts to provide the services using a commercially reasonable level of skill and care.

11. LIABILITY DISCLAIMER

11.1. Our liability in connection with any product or service purchased through the Site is strictly limited to the purchase price of that product or service. This does not include or limit in any way our liability for death or personal injury caused by our negligence, or for fraud, or your statutory rights as a consumer. We accept no liability for any loss or damage caused by us or our employees or agents including for damage or corruption of data on a user's computer as a result of the site access:

- where there is no breach of a legal duty of care to you by us or by any of our employees or agents;
- where such loss or damage is not a reasonably foreseeable result of any such breach;
- for any increase in loss or damage resulting from breach by you of any terms of this contract.

11.2. You agree that the use of the Site is at your sole risk.The Site and the materials contained herein are provided on an "as is" and "as available" basis, except as otherwise expressly provided in this agreement. Bioniq and other affiliated companies and their respective officers, directors, employees and other representatives, successors and assigns of any of them (collectively, "Bioniq entities") expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

11.3. Bioniq entities make no warranty that the Site will meet your requirements, the Site will be timely, secure, error free or uninterrupted, the results obtained from the Site will be accurate or reliable, the quality of any products, services, information or other material obtained by you through the Site will meet your expectations and any Site errors will be corrected. any material downloaded or otherwise obtained through the Site is done

at your own risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any material. No information obtained by you from Bioniq entities or through the site shall create any warranty not expressly stated in this agreement.

11.4. All products and services purchased through the Site are subject only to any applicable warranties of their respective manufacturers, distributors or suppliers, if any to the fullest extent permissible by applicable law, Bioniq entities disclaim all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose with respect to the products and services listed or purchased on the Site. Without limiting the generality of the foregoing, the Bioniq entities expressly disclaim all liability for product defect or failure, claims attributable to normal wear, product misuse or modification, abuse, incorrect product selection and not following printed directions.

11.5. To the maximum extent permitted by applicable law, in no event shall Bioniq entities be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the site, including any liability as a publisher of information, reseller of any products or services, for any defective products, for any incorrect information or inaccurate information, for any unauthorized access to or disclosure of your transmissions or data, for statements or conduct of any third party on the site or for any other matter relating to the site or any third party website. this is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, incidental, special or consequential damages (including damages for loss of business, loss of profits, loss of goodwill, loss of use, loss of data, cost of procuring substitute goods, services or information, litigation or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if bioniq entities are advised of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the arrangement between Bioniq and you. the products, information and services offered on and through the site would not be provided without such limitations. notwithstanding the foregoing, the sole and entire maximum liability of Bioniq entities for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product, information or service purchased by you from Bioniq on the site.

11.6. Because some states and/or jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages, accordingly, some of the above disclaimers and limitations may not apply to you. If you are dissatisfied with any portion of the site or the product or services, or with any of the terms of use contained in this agreement, your sole and exclusive remedy is to discontinue using the site or the product or services and request and receive a refund in accordance with the refund policy.

12. INDEMNIFICATION

12.1. You agree to indemnify, defend and hold harmless Bioniq from and against all losses, expenses, costs and damages including attorney's fees resulting from your use of or contact on the Site, your use or your inability to use the Site or services, any products or services purchased or obtained by you in connection with the Site, any Site postings or activity related to your account made by you or another person, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. You agree to cooperate as fully as reasonably

required in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will still be required to indemnify us for the attorney fees and expenses in addition to any losses, claims, damages and liabilities incurred by us. You shall not in any event settle any matter without prior written consent of bioniq.

13. COPYRIGHT, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

13.1. You acknowledge that all materials on the Site, including the Site's design, text, graphics, sounds, pictures, software and other files and the selection and arrangement thereof, (collectively, "Materials"), are our property and are subject to and protected by the European Union and international copyright and other intellectual property laws and rights. The trademarks, service marks, trade names, and logos (collectively, "Marks") are the sole property of Bioniq and may not be copied or otherwise used, in whole or in part without the prior written authorization of Bioniq. In addition, all page headers, custom graphics and custom icons are Marks of Bioniq and may not be copied or otherwise used, in whole or in part without the prior written authorization of Bioniq. Any use of any Materials or Marks owned by Bioniq is considered an infringement of our intellectual property rights (including patent rights) and will be legally pursued as such. Other copyrights, trademarks, product names, company names, logos or intellectual property are the property of the respective owners with all rights reserved.

13.2. By agreeing to the terms of use contained in this Agreement, you agree that you will not use any text, photos, likenesses or other copyrighted or protected material of bioniq or of other third parties without the prior express written consent of Bioniq.

13.3. All product photos, images, videos or recordings are for illustrative purposes only, and may vary from the actual product. Due to differences in monitors, product color may also appear different on the Site and are for reference only.

14. RESELLING PRODUCTS

14.1. Any product purchased from Bioniq is meant for personal use and it may not be subject to resale.

15. AGREEMENT

15.1. This Agreement constitutes the only Agreement between us and you with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous Agreements, representations, warranties, and understandings, written or oral, with respect to the subject matter of this Agreement.

15.2. The Agreement is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Agreement, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of the Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement.

15.3. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and

includes in particular (without limitation) the following:

- Strikes, lockouts or other industrial action.
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or circumstances beyond our control.
- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations, or restrictions of any government.
- Our performance under the Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.

16. ELECTRONIC COMMUNICATIONS, SIGNATURES AND AGREEMENTS

The information communicated on the Websites constitutes electronic communication. When you communicate with Bioniq through the Websites or via other forms of electronic media, such as email, you are communicating with Bioniq electronically. You agree that Bioniq may communicate electronically with you and that such communications, as well as

notices, disclosures, agreements, and other communications that Bioniq provides to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication (e.g., by Bioniq or You).

You further acknowledge and agree that by clicking on the button labeled “SUBMIT”, “DOWNLOAD”, “I ACCEPT”, “PURCHASE”, “BUY”, “ORDER” or such similar links as may be designated by Bioniq, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement and any hyperlinks contained herein. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including, without limitation, the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “E-Sign Act”) or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE WEBSITES OR SERVICES OFFERED BY BIONIQ. Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature, delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

17. SEVERABILITY; INTERPRETATION

17.1. If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from this Agreement and the remainder of this Agreement will remain in force. When used in this Agreement, the term "including" will be deemed to be followed by the words "without limitation".

17.2. If we fail, at any time during the term of the Agreement, to insist upon strict performance of any of your obligations under the Agreement or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.3. A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.4. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with this Agreement.

18. APPLICABLE LAW, JURISDICTION; DISPUTE RESOLUTION AND CLASS WAIVER

18.1. This Agreement shall be governed by English law. Any dispute arising from, or related to, this Agreement shall be subject to the jurisdiction of the courts of England.

18.2. If you receive Bioniq products outside of the UK and fail to settle any payments due under this Agreement or breach it in any other way, Bioniq shall have the right to bring a

claim against you in your local jurisdiction court and you agree to submit to its jurisdiction over such claims.

18.3. Bioniq shall have the right to assign its non-payment claims against you to any debt collection agency or similar organization in your local jurisdiction and such agency or organization shall also have the right to bring a claim against you for non-payment in your local jurisdiction court.

19. MISCELLANEOUS

19.1. The failure of Bioniq to enforce your strict performance of any term of this Agreement will not constitute a waiver of such term and will not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement. You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or will be permanently barred. The "Liability Disclaimer" provisions of this Agreement are for the benefit of Bioniq Entities as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

19.2. These terms and conditions and any document expressly referred to therein represent the entire agreement between you and us in relation to the subject matter of the Agreement and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

19.3. You and we each acknowledge that, in entering into the Agreement, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us prior to such Agreement except as expressly stated in these terms and conditions.

19.4. Neither you nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

19.5. The headings in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law.

19.6. Bioniq may assign, transfer, or subcontract any of our rights or obligations under these Terms to any third party at our discretion. You acknowledge and understand that if bioniq is unable to provide the products as a result of an event outside of its control, Bioniq will not be in breach of any of its obligations to you under this Agreement.

19.7. Any representations, warranties, and indemnification obligations made or undertaken by you will survive cancellation or termination of your account or relationship with Bioniq. No delay by Bioniq in exercising any right or remedy under these Terms shall operate as a waiver of that right or remedy or shall affect Bioniqs' ability to subsequently exercise that right or remedy. These Terms (together with any terms incorporated by reference herein) constitute the entire agreement between you and Bioniq relating to the subject matter herein. Any waiver must be agreed to by Bioniq in writing. These Terms supersede any other terms previously published by us and any other representations or statements made

by us to you, whether oral, written, or otherwise.

20. COMMUNICATIONS

20.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on certain parts of the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

20.2. If you have any questions about these terms or the Privacy Policy, please email us at info@bioniq.com or write to us at BIONIQ HEALTH-TECH SOLUTIONS LTD.; Vox Studios, 1-45 Durham Street, London, United Kingdom, SE11 5JH.

20. TERMS REGARDING THE USE OF NUTRITION CONSULTATIONS:

20.1. As part of our services we may offer you consultations with certified nutrition therapists. By agreeing to accept and pay for the consultations and recommendations of one of our nutrition therapists you are confirming your full acceptance of and agreement with the following:

A. Nutrition Therapy is the application of nutrition science in the promotion of health, peak performance and individual care. Nutrition therapy practitioners use a wide range of tools to assess and identify potential nutritional imbalances and understand how these may contribute to an individual's symptoms and health concerns. This approach allows them to work with individuals to address nutritional balance and help support the body towards maintaining health. Nutrition therapy is recognized as a complementary medicine and is relevant for individuals with chronic conditions, as well as those looking for support to enhance their health and wellbeing.

B. Practitioners consider each individual to be unique and recommend personalized nutrition and lifestyle programmes rather than a 'one size fits all' approach. Practitioners never recommend nutritional therapy as a replacement for medical advice and always refer any client with 'red flag' signs or symptoms to their medical professional. They will also frequently work alongside a medical professional and will communicate with other healthcare professionals involved in the client's care to explain any nutritional therapy programme that has been provided. The Nutrition Therapist (NT) requests that the client notes the following:

- The degree of benefit obtainable from Nutrition Therapy may vary between clients with similar health problems and following a similar Nutrition Therapy programme.
- Nutritional advice will be tailored to support health conditions and/or health concerns identified and agreed between both parties.
- Nutrition therapists are not permitted to diagnose, or claim to treat, medical conditions.
- Nutritional advice is not a substitute for professional medical advice and/or treatment.
- Nutrition therapists may recommend food supplements and/or functional testing as part of your Nutritional Therapy programme and may receive a commission on these products or services.
- Standards of professional practice in Nutrition Therapy are governed by the CNHC

Code of Conduct.

- This document only covers the practice of Nutritional Therapy within this consultation, and your practitioner will make it clear if he or she intends to step outside this boundary.