

# Terms and Conditions

## 1. General

- 1.1. The ZeeQuest webpage, ZQ Navigator application and all their features, services and related webpages, as well as ZeeQuest Nutrition products (the “Service”) are operated and offered by ZeeQuest, Inc. d.o.o., Slovenia and/or its affiliates, depending on the country where a transaction is executed (“ZEEQUEST”, “we”, “us” and “our”).
- 1.2. Please read the following terms and conditions (the “Terms and Conditions”) carefully as they set out the basis upon which we will grant you access to Services and permit you to avail of Services.
- 1.3. To use Services (as defined in point 2 of these Terms and Conditions), you must be a natural person and be at least 18 years old. By using Services you agree and accept our Terms and Conditions, so please review all these documents carefully. These Terms and Conditions are the legal equivalent of a signed, written contract between you and ZEEQUEST.
- 1.4. We may modify these Terms and Conditions at any time. If you do not accept these updated Terms and Conditions or do not wish to be bound by changes following posted notices you must discontinue use of Services.

## 2. Description of Services

- 2.1. ZEEQUEST has developed Services, through use of which you receive a set of non-physical tools to help you plan and efficiently realize your quest for personal success. It creates unique maps of your goals, gives you profiling capabilities to build your teams, enables you to manage them and much more. In addition, ZEEQUEST offers nutrition products that additionally contribute to wellbeing of individuals.
- 2.2. If you wish to use Services, you will be required to enter results of specifically requested parameters, including personal data.
- 2.3. Please note that Services are not a diagnostic medical device and you are not allowed, and you should not make any decisions based only on the results obtained by Services, without consulting a healthcare professional. You shall never disregard healthcare’s professional advice or cancel an appointment with a healthcare professional because you are relying only on information read in the Services. You assume full risk and responsibility for the use of information obtained from or through Services.
- 2.4. ZEEQUEST is not a healthcare provider and the results provided by Services. Services do not constitute medical advice, nor are a substitute for medical advice from a qualified healthcare provider.

## 3. Acceptance of Terms and Conditions

- 3.1. Your use of Services, in its widest sense, is subject to these Terms and Conditions. Except as specified herein, these Terms and Conditions apply to any use of Services, including but not limited to:
  - a) registration of the user;
  - b) input of parameters and other relevant (health) data or other relevant information;
  - c) generation, review and sharing of Services reports;
  - d) review and use of any information provided within or through Services;
  - e) purchase and delivery of products, including nutrition products.
- 3.2. By using Services you agree and accept our Terms and Conditions. These Terms and Conditions are the legal equivalent of a signed, written contract between you and ZEEQUEST. You shall not use Services if you do not agree with the Terms and Conditions. By continued use of Services it is

deemed that you agree with the Terms and Conditions.

- 3.3. Prior to using Services you are obliged to thoroughly review the manuals and instructions for use. They represent a vital part of these Terms and Conditions and is incorporated into these Terms and Conditions.
- 3.4. ZEEQUEST may from time to time publish guidelines or rules applicable to any of its services and products. Such guidelines and rules shall be deemed part of these Terms and Conditions and directly applicable to the user. You are obliged to consider such guidelines and rules when using the Services.
- 3.5. ZEEQUEST may offer other or additional services from time to time that could be governed by different terms of service or a specific contract, which shall prevail over these Terms and Conditions.

#### **4. User registration**

- 4.1. In order to use Services, you need to create a personal account (“Account”) by providing personal data (i.e. name, place, date and hour of birth, biological sex, current location) and optionally answering some additional questions. You need to provide your email address as a username and create a password to protect your data.
- 4.2. Creation of the Account is free of charge, however the Account itself does not provide you with full functionalities pursuant to Services. Provision of Services reports is subject to payment, as described below.
- 4.3. By accepting the Terms and Conditions and after you have completed the registration procedure you expressly confirm that you have access to the intended use of Services as set out in the present Terms and Conditions.

#### **5. Placing orders**

- 5.1. When you submit an order we will send you an email acknowledging receipt of your order. Our acceptance of the order takes place when the product/s is ordered - we will send you an email confirming that the product/s have been ordered (“Order Confirmation”). We recommend that you print or download a copy of these Terms of Sale and the relevant Order Confirmation for future reference.

- 5.2. We explicitly reserve the right not to accept your order for any reason. We also reserve the right to cancel a Contract by written notice to you in the following situations, without being liable for any damage or costs other than repayment of any amount received from you in relation to the Contract we cancelled:
- a) your billing information is not correct or not verifiable;
  - b) your order is flagged up by our security systems as an unusual order or an order susceptible to fraud;
  - c) you are under 18, or under an older age if an older age is permitted under applicable law to enter into an agreement with ZEEQUEST;
  - d) there was an error in the price displayed on the Platform or;
  - e) due to an Event Outside Our Control (see below).
- 5.3. When you send us your order, we may run some checks on it before it is fulfilled. These checks may include verifying your information and checking for fraud. We run partly automated checks on all purchases to filter out unusual or suspect transactions, or transactions which can be identified as susceptible to fraud. Suspected fraud in relation to Services will be investigated and if necessary prosecuted.
- 5.4. You can find the available payment methods listed in Payment Methods list. We do not accept any method of payment other than those listed in the help section. Please do not try to pay by any other way than specified there. If you do, we will not be liable for loss of the payment or any other damages that may result from this action.
- 5.5. If you pay by credit/debit card, we will deduct the amount due from your account as soon as your order is processed. If you pay by bank transfer, we will activate your product after we receive your payment. This may take several days. In the event that no payment has been received within 12 calendar days after you submitted your order, your purchase will automatically be cancelled. Payments can only be processed if the billing information can be verified.
- 5.6. We retain title in any product(s) until we have received full payment for such product(s).
- 5.7. The product prices displayed on the Platform are inclusive of Value-Added Tax (VAT), as applicable.
- 5.8. Prices are quoted in currency Euro or USD. If you change the geography while browsing or during check out, prices from that moment may be quoted in a different currency. Please note that changing the country ordering may have an influence on the price due to a change in currency or to country specific pricing.
- 5.9. The total price specified in the final check out screen includes tax. This price will be recorded in the Order Confirmation, which we recommend you print or download for future reference. If paying by credit card, the total amount for your entire order will be reflected on your statement in your local currency.
- 5.10. If your local currency is different from the currency in which the prices are quoted, your bank will apply the exchange rate applicable per the date of purchase. Your bank may apply a different exchange rate, which is beyond our control.
- 5.11. Pre-order is the process by which you are able to order a product in advance of the scheduled launch. Due to the nature of pre ordering, the following specific conditions apply to pre-ordered products:
- a) Delivery/Activation. Pre-ordered products are targeted to be delivered before the launch date, provided that we have received your payment at least 3 working days before such date.
  - b) Payment. Your payment will be deducted as soon as the order is received (or, in the event of bank transfer, as soon as possible). We will not start the execution of your order prior to having received payment. For bank transfers this may mean that delivery will be later than set out under the bullet point above.
  - c) Product launch date. The scheduled launch date (product launch) for your pre-order product can be found in the product description page on the Website.

- 5.12. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, 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 failure of public or private telecommunications networks.
- 5.13. If an event outside our control takes place that affects the performance of our obligations under these Terms and Conditions:
- a) We will contact you as soon as reasonably possible to notify you; and
  - b) Our obligations under these general conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 5.14. Where the Event Outside Our Control affects Our sales/buying process, we will arrange a new one after the Event Outside Our Control is over. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the products. Please see your cancellation rights under Cancellation above
- 5.15. ZEEQUEST retains its right to enable from time to time, entirely pursuant to its own discretion, promotional or special use periods during which Services payable services or products may be provided free of charge or with discounts ascertained by ZEEQUEST.
- 5.16. ZEEQUEST retains its right to select, within its network of authorized and licensed partners, the contracting party which shall be responsible for execution of the transaction, issuing of the invoice and receipt of payments, depending in which country the transaction takes place. Any rights and obligations of ZEEQUEST are freely assignable within such network. You may request information which entity is responsible for your transaction by contacting us. Information is also available through information disclosed on the issued invoice.

## **6. Refunds**

- 6.1. Any purchases made by the user are generally final, however, this does not apply if you are a consumer, in which case you are entitled to withdraw from the agreement pursuant to clause 10 of these Terms and Conditions.
- 6.2. If for any reason a Customer is unsatisfied with purchased Services, the Customer may return it to ZEEQUEST for a refund (under the conditions provided herein) and the agreement will thus be terminated, if this is requested within 21 days as of the purchase order (or receipt of goods/services, whichever might be later). Refunds issued will be for the cost of the merchandise only.
- 6.3. To start the returns process, the Customer needs to contact ZEEQUEST so it can provide a refund authorization code.
- 6.4. The refund(s) must be claimed directly with ZEEQUEST (via Customer Service) within 21 days from the point of time stated above. Any request that will be submitted after the lapse of such time, will be rejected and the Customer is not entitled to a refund in such case.
- 6.5. Refunds will be issued based on the original form of payment. If a Customer paid via bank transfer the Customer needs to provide this information to Customer Service when the Customer initiates the return so that ZEEQUEST can refund the money directly to Customer's account. Please note that we do offer replacements and store credits (coupons).
- 6.6. ZEEQUEST may publish additional information or forms on its website which the Customer needs to observe and follow in case of a refund request.
- 6.7. In case of an annual subscription the Customer is entitled to the rights pursuant to this clause 6 within 21 days as of the purchase order (or receipt of goods/services, whichever might be later). If the Customer decides to terminate its agreement with ZEEQUEST pursuant to clause 14 during the validity of the annual subscription, the proportionate amount of the price paid for the annual subscription is not refunded.

## **7. User representations and technical requirements**

- 7.1. Prior to your use of Services, you represent and warrant that you understand and will comply with

the following:

- (i) you have the authority to enter into this binding agreement personally;
- (ii) you have entered any User Content (as defined in clause 10.5) accurately and truthfully;
- (iii) you will review the Instructions For Use accessible within Services applications;
- (iv) you are an adult (18 years and above);
- (v) no limitations for the use of Services are present;
- (vi) you are aware the ZEEQUEST is not a healthcare provider, and Services is not intended as a diagnostic medical device. For that reason, you will not rely solely on the results provided by Services and you will consult appropriate healthcare professional in relation to any information;
- (vii) the results provided through the use of Services are based on artificial intelligence and no human person reviews the results prior to being delivered to you. Services is not a substitute for competent medical advice, independent medical decisions and human intervention;
- (viii) you are using Services for your personal, non-commercial, use. You will not enter any personal information for which you do not consent to being processed or you have not obtained such a valid explicit consent from a third person, if applicable in certain circumstances (e.g. joint custody, etc.);
- (ix) Services is provided upon your voluntary request and you agree to use it at your own risk. You are wholly responsible for all activities carried on by you under your Account;
- (x) you are obliged to uphold the confidentiality and security of the login data of your Account, such as your password or other credentials, as well as the device on which Services is installed.

7.2. In order to use all functionalities of Services, you will need Wi-Fi on your mobile device or mobile Internet connection. Access to Wi-Fi or a mobile internet connection is your own responsibility.

7.3. If your mobile device does not support application installation, we are unable to ensure that Services will work properly. ZEEQUEST declines all and any liability for loss or damage due to the fact that you failed to comply with the aforesaid requirements.

7.4. You accept to immediately notify ZEEQUEST of any unauthorized use of your Account or of any other security breaches. ZEEQUEST declines all and any liability for loss or damage due to the fact that you failed to comply with the aforesaid requirements.

7.5. As a condition of your use of Services, you warrant to ZEEQUEST that you will not use Services for any purpose that is unlawful or prohibited by these Terms and Conditions, applicable legislation or notices. You may not use Services in any manner that could damage, disable, overburden, or impair the services or interfere with any other party's use and enjoyment of the services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Services.

7.6. In case you violate any of the representations and warranties or breach these Terms and Conditions in any manner, ZEEQUEST has the right to suspend, pause and/or terminate your account and refuse the future use of ZEEQUEST' services, including Services, claim damages and/or request indemnification.

## **8. Limitation of liability**

8.1. Except as expressly provided in this clause and to the maximum extent permitted by applicable law, Services, including the interpretation of your blood parameters by Services are provided on "AS IS" basis and we make no other warranties, covenants or representations, or conditions, whether written, oral, express or implied including, without limitation, any implied warranties of satisfactory quality, course of dealing, trade usage or practice, merchantability, suitability, availability, title, noninfringement, or fitness for a particular use or purpose, with respect to the use, misuse, or inability to use Services. **We do not warrant that:**

- (i) all errors can be corrected, or that access to or operation of Services shall be uninterrupted, secure, or error-free, and
  - (ii) the information, including but not limited to the analysis of your measurements by our algorithm, available on or transmitted by Services, is true, complete or accurate.
- 8.2. You specifically acknowledge and agree that we cannot be held liable for any healthcare or related decisions made by you based upon the interpretation of parameters by Services, transmitted or displayed by or on Services whether such data is accurate or inaccurate.
- 8.3. We do not guarantee the effectiveness of any specific course of action, procedures, opinions, or other information that may be mentioned within Services, its reports or other materials. If we provide guidance on what might work for you based on blood tests, this is intended only for the use in accordance with these Terms and Conditions. In relation to efficacy of Services please refer to Instructions For Use.
- 8.4. To the maximum extent permitted under applicable law, our liability arising out of or in connection with Services under these Terms and Conditions whether in contract, warranty, tort or otherwise, shall not exceed the price paid by a user for the use of Services. Nothing in these Term of Use shall limit or exclude our liability for (i) gross negligence; (ii) wilful misconduct, (iii) fraud or personal injury.
- 8.5. To the extent legally permitted under applicable law, we shall not be liable to you or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production of use, procurement of substitute services, or property damage arising out of or in connection with Services under these Terms and Conditions, including but not limited to any miscalculations, or the use, misuse, or inability to use Services or other documentation provided, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if we have been notified of the likelihood of such damages. In particular, we are not liable for any loss, delay, inconvenience or damage you suffer as a result of:
  - a) incorrect data provided by you within Services;
  - b) inaccessibility of Services;
  - c) failure to use the most recent version of Services;
  - d) any use you choose to make of the findings Services report
- 8.6. The exclusions and limitations of liability under this clause shall operate to the benefit of our affiliates and subcontractors under this Terms of Use to the same extent such provisions operate to our benefit.
- 8.7. If for any reason the exclusion of our liability is not permitted under the mandatory laws, our total liability to you arising in connection with an order will be limited to the price paid by a user for the use of Services.

## **9. Data privacy**

- 9.1. ZEEQUEST collects, processes and/or stores only personal data necessary for the use of Services, in accordance with applicable data protection legislation and our Privacy Policy. Privacy Policy is hereby incorporated in these Terms and Conditions and represents a part thereof.

## **10. Intellectual Property Rights and restrictions**

- 10.1. ZEEQUEST grants to validly registered users, subject to the timely payment of the fees (if applicable), a non-exclusive, personal, restricted, non-sublicensable and non-transferable license to use Services in accordance with these Terms of Use ("License"). You are not allowed to use Services for any commercial purposes or to use Services, or a component of the foregoing in a manner not authorized by us. You shall use Services solely in full compliance with (i) the present Terms and Conditions; (ii) any additional instructions or policies issued by us, including, but not limited to, those posted within Services or on our website; (iii) any applicable legislation, rules or regulations and (iv) additional documentation provided.
- 10.2. The information (including the Services report), content graphics, text, sounds, images, buttons,

trademarks, service marks, trade names and logos (the "Materials") contained within Services are protected by copyright and other intellectual property laws. Services report may be used for individual non-commercial purposes (in line with the License and these Terms and Conditions), which means for reading, viewing and/or printing of one available copy of the Materials, as long as all copyright, trademark and other proprietary notices are left intact. Any other use of the contents of the analysis, such as the reproduction, modification, distribution, transmission, re-publication, or use of content is prohibited. Any other use of your interference with Services, its contents and its underlying software, including the reproduction, modification, distribution, transmission, republication, or performance of the content on Services are strictly prohibited.

- 10.3. Within the limits of the applicable law, you are not permitted to (i) make Services, Materials and/or additional provided documentation available or to sell or rent Services and/or additional provided documentation to any third parties, without explicit written consent of us; (ii) adapt, alter, translate or modify in any manner Services, Materials or additional provided documentation; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer Services, Materials or additional provided documentation to any third party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, concepts, algorithms, structure or organization) of Services, Materials or additional provided documentation, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) use or copy Services, Materials or additional provided documentation except as expressly allowed under this clause; (vi) gain unauthorized access to Accounts of other users or the IT equipment or structure of us to provide Services, Materials or additional provided documentation or use Services, Materials or additional provided documentation to conduct or promote any illegal activities; (vii) use Services, Materials or additional provided documentation to generate unsolicited email advertisements or spam; (viii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) use any high volume automatic, electronic or manual process to access, search or harvest information from Services, Materials or additional provided documentation (including without limitation robots, spiders or scripts); (x) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in Services, Materials or additional provided documentation; (xi) intentionally distribute any worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature or use Services, Materials or additional provided documentation for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (xii) remove or in any manner circumvent any technical or other protective measures in Services, Materials or additional provided documentation .
- 10.4. Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding Services, Materials or additional provided documentation or any part thereof, including but not limited to any right to obtain possession of any source code, data or other technical material relating to Services.
- 10.5. By uploading, creating or otherwise providing information, data or images on or through Services (the "User Content"), and without prejudice to the provisions of our Privacy Policy, you grant us a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display User Content to the extent necessary to provide and maintain Services for you. We reserve the right, but are not obliged, to review and remove any User Content which is deemed to be in violation with the provisions of the Terms and Conditions or otherwise inappropriate, any rights of third parties or any applicable legislation or regulation.

## **11. Hyperlinks**

- 11.1. Services may include links to other sites and resources on the internet provided by third parties. Because ZEEQUEST has no control over such sites and resources, you acknowledge and agree that ZEEQUEST is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that ZEEQUEST shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such hyperlinked site or resource.

## **12. Provision of feedback**

- 12.1. It is expressly acknowledged and agreed that you shall, regardless of whether or not formally requested to do, provide to Services reasonable suggestions, comments and feedback regarding the Services Services, including but not limited to usability and test results (the “Feedback”). If you provide such Feedback to Services, you shall grant Services the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights:
- a) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Services product, technology, services, specification or other documentation;
  - b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Services product;
  - c) share Feedback with competent regulatory bodies.
- 12.2. Further, you warrant that its Feedback is not subject to any license terms that would purport to require Services to comply with any additional obligations with respect to any Services products that incorporate any Feedback.

## **13. Modifications and severability**

- 13.1. ZEEQUEST may revise these Terms and Conditions at any time. Such changes, revisions or modifications shall be effective after 5 days upon notice to the users at large, which may be given by any means, including, without limitation, posting on the ZEEQUEST website. You are solely responsible for ensuring your review of the most up to date version of these Terms and Conditions. If you disagree with these Terms and Conditions, your sole remedy is to discontinue your use of Services. Any use of them by you after such notice shall be deemed to constitute acceptance of the changes.
- 13.2. If any portion of these Terms and Conditions is found to be unenforceable or null and void, the remaining portion will remain in full force and effect, whereas the unenforceable or null and void portions shall be replaced with enforceable and valid portions closest to the economic interest of ZEEQUEST.
- 13.3. We may transfer our rights and obligations under a contract to another organization, but this will not affect your rights or our obligations under these Terms and Conditions.

## **14. Termination and suspension**

- 14.1. You acknowledge and agree that the form and nature of the services or products which ZEEQUEST provides, including Services, may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that ZEEQUEST may stop (permanently or temporarily) providing some services (or any features within Services) to you or to users generally at ZEEQUEST’ sole discretion, without prior notice to you. ZEEQUEST has the right to delete some registered users who were inactive for a one year, if their amount balance is zero.
- 14.2. You may decide at any point of time to disable your account and thus terminate your relationship with ZEEQUEST. You do not need to specifically inform ZEEQUEST why you want to stop using Services. You may disable your account by sending an email to support@Services.com Following such action any data and any Services reports will be permanently deleted without the possibility of a recovery. A confirmation email of such deletion will be sent to you.
- 14.3. If we become aware or suspect, in our sole discretion, any violation by you of these Terms and Conditions or any other instructions, guidelines or policies (including but not limited to the Privacy Policy issued by us), then we may suspend or limit your access to Services or terminate the agreement. The duration of any suspension by ZEEQUEST will be until you have cured the breach which caused such suspension or limitation or even indefinitely, if so decided by ZEEQUEST.
- 14.4. When these Terms and Conditions come to an end, either by termination or you not using Services anymore, all of the legal rights, obligations, and liabilities that you and ZEEQUEST have benefited from, been subject to (or which have accrued over time while these Terms and Conditions have



been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of those sections, which shall survive such termination by its nature, including but not limited to user's warranties and representations, limitation of liability, intellectual property rights and no resale of services and similar, shall continue to apply to such rights, obligations, and liabilities indefinitely.

- 14.5. Please note that under consumer protection legislation you may be entitled to a right of withdrawal within 14 days from a purchase, in case of remotely concluded agreements. Nevertheless, Services consist solely of the supply of digital content that is not supplied on a tangible medium. Consequently, you can no longer claim any right of withdrawal with respect to the purchased products or services.

## **15. Governing law and jurisdiction**

- 15.1. Without prejudice to any mandatory legislation, any dispute or claim arising out of or in connection with these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Delaware, US. Any dispute, controversy or claim arising out of or in relation to these Terms and Conditions shall be resolved by the ordinary courts of the Delaware.
- 15.2. Regardless of the above, if you are a consumer with residence in an EU Member State or Switzerland, please note that you will continue to benefit from the mandatory consumer protection provisions applicable in the Member State of your residence.
- 15.3. ZEEQUEST does not recognize any provider of out-of-court settlement of consumer disputes as competent for resolving consumer disputes that could be initiated by a private user in accordance with the legislation on out-of-court settlement of consumer disputes.
- 15.4. ZEEQUEST publishes an electronic link to the online consumer dispute resolution platform (SRPS). The platform is available online at <http://ec.europa.eu/odr>.

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