

ADIA HEALTH CUSTOMER TERMS

Welcome to the Adia Customer Terms where we explain the terms and conditions of you using our "Website" and "Services."

This customer terms must be read in conjunction with the other documents referred to on this page (including our "Privacy Policy" and the terms and conditions of the third parties we engage to deliver our services).

Please read these terms and conditions carefully before ordering any Services from us. These terms apply to both our "Website" (accessed at www.adiahealth.com) and our "Services" (as described in clause 5). By using the Website and Services you agree to be bound by these terms and conditions of use. If you do not agree with these terms and conditions of use, while we'd be sad to see you go, you should leave the Website or stop using the Services immediately.

If you have any questions or concerns please do email us at hello@adiahealth.com. We may revise these Customer Terms from time to time. The version of the Adia Customer Terms which exists at the time you place your order will be the terms which govern the Services contract. Please check this page before you submit an order for Services, as the version may be different.

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1. Information about us

- 1.1. Adia Health Ltd. is a company registered in England and Wales. Our company number is 11368931
- 1.2. Our registered address is: Camden Town Hall, Judd Street, Kings Cross, London WC1H 9JE
- 1.3. We offer our Services through adiahealth.com.
- 1.4. If you have any questions about this policy, please do contact us at hello@adiahealth.com
- 1.5. If we need to contact you, we will do so by writing to you at the email address you provided to us in your order.

2. Privacy Policy

- 2.1. It is important that you read and understand these Terms & Conditions in conjunction with our Privacy Policy (our [Privacy Policy can be accessed here](#)) before using our Website or Services. Our Privacy Policy details how we process and protect your data and how we respect your privacy.
- 2.2. To set up an account with us you must agree to these Terms & Conditions and our Privacy Policy. You will not be able to set up an account on our platform and access or use the Services if you do not agree to these Terms & Conditions and Privacy Policy.

3. Geographical restrictions

- 3.1. Adia's Blood Testing Services are not available to customers in locations outside the United Kingdom. Customers access our Website and the Services on their own initiative and are responsible for compliance with local laws.

4. Terms of use

- 4.1. These terms and conditions set forth the legally binding terms for your use of our Website (adiahealth.com) and our Services. Only private individuals aged 18 years or over are permitted to register for use of the Website and Services.
- 4.2. The information we provide on our Website and Services is based on sources that we believe to be reliable but we cannot and do not guarantee the accuracy, validity, timeliness or completeness of any information on the Website or Services.
- 4.3. We will endeavor to ensure that the Experts and external third parties perform the Services with the best skill care and diligence in accordance with best practice in their profession.

5. Our services

- 5.1. The services which you are ordering consist of:
 - (a) Delivery of a blood sample kit & blood testing (“Blood testing”) by an external third party (“Thrive”)
 - 5.1.1. We use Thrive to deliver our blood testing service. When you purchase our blood testing services, you also agree to [Thrive’s Terms & Conditions and Privacy Policy](#). These terms will be made available when you confirm the order of your test. You will not be able to use the blood testing Services if you do not agree to Thrive’s Terms & Conditions and Privacy Policy in addition to our Customer Terms and Privacy Policy.
 - 5.1.2. The blood testing is carried out by a third party engaged by us. We will endeavor to ensure that the third party perform the Services with the best skill care and diligence in accordance with best practice in their profession. It is also the Third Party’s responsibility to provide the services with due care and diligence and to honour their Terms & Conditions.
 - 5.1.3. We reserve the right to change the third party from time to time without notice. We will pay the third party directly for both the Kit and the blood testing services on your behalf at cost. The cost of this will be shown separately on our invoice to you.
 - 5.1.4. We are not regulated for this service as Adia engages a third party to collect the blood samples (via a pin-prick) and they carry out the analysis of the samples on-site;

(b) Preparation of a report containing general health and lifestyle advice relating to the type of blood testing carried out by the Laboratory (“Report”) produced by an external expert which will be presented to you via your Account dashboard (accessed via your personal account on our Website)

5.1.5. The Report is prepared by an external Expert (“Expert”) engaged by us. For the Fertility Report, the expert is both registered with the General Medical Council and holds a licence to practise (“Doctor”). For the Nutrition Report, the expert is registered with the Association of Nutrition and holds a license to practice (“Nutritionist”). We will pay the relevant Expert directly for this service on your behalf at cost.

5.1.6. The information included in the report has been prepared for the individual who completed the blood test only and for no-one else’s benefit.

5.1.7. The information should not be used for the diagnosis or treatment of medical conditions. You must speak to your general practitioner or healthcare provider for diagnosis or treatment.

(c) Adia’s fertility plan (“Plan”)

5.1.8. Our plan consists of general wellness information and education. It is not a treatment plan, or intended to be a substitute for professional medical advice. See clause 6 for further information.

5.1.9. Our plan also includes an emotional health check. This provides information on how your emotional wellbeing compares to the average. This does not diagnose any mental health condition, and does not act as a continuous assessment of your mental health. If you are concerned about your mental health, you must speak to your general practitioner or health care provider to seek diagnosis and treatment.

(e) Ask an Expert (“Experts”)

5.1.10. Our experts are not a substitute for professional medical advice. You should not interpret any information as a specific treatment plan. Adia does not replace your relationship with your general practitioner or healthcare provider, and Adia itself does not provide medical diagnosis, treatment or care. Our experts will provide you with educational information only. See clause 6 for further information.

5.2. The services consist of a one-off purchase of a “blood test” and “report” and a one-off purchase for our plan and access to experts.

6. Medical

- 6.1. The first and most important thing is we are not a substitute for professional medical advice. Our Services are not intended to diagnose, treat, cure or prevent any disease, nor is the information supplied on our Website, blog or other promotional material intended to replace the individual advice available from your own general practitioner or healthcare provider.
- 6.2. We provide general wellness information only. Our “Plan” include the following only:
 - 6.2.1. Educational information on a healthy diet and lifestyle
 - 6.2.2. Educational information on reproductive health
 - 6.2.3. Educational information on emotional health, including meditation tracks.
- 6.3. Our Experts are here to provide educational information only. They will not provide medical advice. Adia does not replace your relationship with any general practitioner or healthcare provider.
- 6.4. You should not interpret any information as a specific treatment plan, product or course of action. Always seek the advice of your doctor or qualified health provider with any questions you may have about a medical condition or diagnosis or treatment.
- 6.5. Adia does not provide treatment or diagnosis by a listed health care professional. We do not provide any of the following:
 - 6.5.1. Diagnosis or screening procedures carried out for medical purposes;
 - 6.5.2. Ongoing assessment of the consumer’s mental or physical state;
 - 6.5.3. Nursing, personal or palliative care; or
 - 6.5.4. The provision of vaccinations, immunisations or other medicine.
- 6.6. 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 before using our Services and/or making dietary and lifestyle changes.
- 6.7. It is up to you to contact a healthcare professional if you are concerned about your health. If you have an urgent medical need you should call 999 or go to your nearest hospital.

7. Content Rights

- 7.1. The Website and Services contain content owned by us ("Content"). We retain all IP rights in the Content, the Website and Services.
- 7.2. We grant you a limited, revocable, non-sub licensable license to retrieve and display the Content (excluding any software code) solely for your personal, non-commercial use.
- 7.3. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or Content without prior written permission from Adia Health Limited.
- 7.4. The Website and Services contain content owned by other licensors to us ("Third Party Content"). You may not, unless and to the extent otherwise specifically authorised by us, copy, modify, translate, publish, reproduce, commercially exploit, broadcast, transmit, distribute, perform, display or sell any content appearing on or through the Website or Services.
- 7.5. The content on Our Website and Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Website. We take all reasonable care to make sure the information is accurate and up-to-date but we cannot guarantee its accuracy, completeness or that it is up-to-date.
- 7.6. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is provided on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Website without notice - although of course will not do so lightly. If this happens for any reason, we will not be liable to you if Our Website is unavailable at any time or for any period.

8. Prohibited activity

- 8.1. Criminal and illegal activity is strictly prohibited on our Website, this includes, but is not limited to, incitement to racial hatred, incitement to terrorism, fraud, posting obscene material, drug dealing, harassment, stalking, copyright infringement. It is also prohibited to interfere, disrupt or create undue burden on the Website, impersonate another user (this includes creating fake accounts), to share your password. It is also prohibited to collect information that is not owned or licensed to you, or to collect information about others without their prior consent or to upload harmful software (eg. viruses, trojan horses). This list is non-exhaustive, and we reserve the right to investigate and take appropriate legal action against anyone who, in our opinion, violates this provision, including without limitation, reporting such person to law enforcement authorities.

9. **Disclaimers**

- 9.1. The Website and Services may contain links to other Websites or applications but we are not responsible for the content, accuracy or opinions expressed on such Websites or applications, and such Websites and applications are in no way investigated, monitored or checked for accuracy or completeness by us.
- 9.2. Inclusion of any linked Website or application on the Website and Services does not imply approval or endorsement of the linked Website or application by us.
- 9.3. When you access these third party Websites or applications, you do so at your own risk.
- 9.4. We take no responsibility for third party advertisements which are posted on the Website or Services, nor do we take any responsibility for the goods or services provided by its advertisers.
- 9.5. When providing our digital content services we endeavour to provide digital content which is of satisfactory quality and fit. Nothing in these terms and conditions affects your consumer rights.
- 9.6. Also your access to the Website or App may occasionally be suspended or restricted to allow for repairs, maintenance, or the introduction of new features. We will do our best to limit the inconvenience caused.
- 9.7. We cannot guarantee and do not promise any specific results from the use of the Website or Services. Nothing in these terms and conditions shall be construed as limiting or excluding our liability for death or personal injury caused by negligence.

10. **Your Rights, Account and Password**

- 10.1. You are prevented from transferring your rights under this contract to any other person.
- 10.2. When you set up an account with us, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account of another registered user at any time and to keep your password confidential. You agree to notify us immediately by emailing hello@adiahealth.com if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account.

11. **Submitting orders and formation of contract**

- 11.1. To submit an initial order, you must register for or log in to your account on the Website (“Account”), provided all requested information, and submit your order for

the requested Services.

- 11.2. Our acceptance of your order for Services will take place when we email you to accept it, at which point a Services contract will come into existence between you and us. This confirms your request for immediate performance of this contract for Services.
- 11.3. If you change your mind before we accept your order, just drop us an email to let us know at hello@adiahealth.com and we will cancel your order.
- 11.4. If we are unable to accept your order, we will inform you of this by email and we will not charge you for the Services (or will refund you). For example, in the case of unexpected limits on resources which we could not reasonably plan for.
- 11.5. In relation to our “blood testing” services. The validity of the Kit will expire after 60 days of delivery, so you are required to collect and post your blood sample to the Laboratory at the address provided within that period. You acknowledge that test outcomes depend on the quality of the blood sample provided by you, so you agree to adhere to the blood collection protocols and instructions provided.

12. **Price and payment**

- 12.1. The price of the Services (which includes VAT) will be the price indicated on the order pages when you placed your order. We will provide you with an invoice on request.
- 12.2. Payment of the price of the Services shall be made at the time you place the order. We will not accept your order for Services until payment has been received by us.

13. **Your rights to cancel the services contract**

- 13.1. You have the right to cancel the Services contract in the following scenarios:
 - 13.1.1. If you have changed your mind about the Services.
 - 13.1.2. If the Services are not fit for purpose or if we breach an express term of the contract, you may have a legal right to get the Service re-performed or to end the contract and get some or all of your money back.
- 13.2. By law you have the right to cancel at any time from the moment you place your online order, and up to 14 days.
- 13.3. If you cancel a Services contract within this 14 day period, you will (subject to any deduction permitted by law – as detailed in clause 13.7 below) receive a refund for all

money paid by you for the Service contract. The only exception to this is in relation to our “blood testing” services and detailed in clause 13.4. In all other circumstances, the refund will be made as soon as reasonably possible, but not later than 14 days after the date on which we were informed about your decision to cancel the Services contract. We will reimburse you using the same means of payment as you used for the initial transaction, unless you expressly agree otherwise.

- 13.4. Specific to our “blood testing” services, you will have no right to cancel the Services contract and receive a refund if we have made available the Report via your Account dashboard within 14 days of the day after we have accepted your order. As we will have fully performed the Services contract as it relates to your order. This provision will apply in a similar manner to each subsequent re-test that you request and order we accept.
- 13.5. If you have a right to cancel the Services contract and wish to do so, you must email us at hello@adiahealth.com with details of your order (including the date it was accepted, your name and any order reference number we provided to you) and a clear statement that you wish to cancel your Services contract, in either case before the expiry of the 14 day period. Please see clause 18 for our Model Cancellation Policy which provides the information on exactly how to cancel.
- 13.6. For Customers who have subscribed to our “Plan” you can cancel your Services contract through your dashboard at any time. There is no minimum cancellation period. Please remember to download any information, such as your “test reports”, before cancellation.
- 13.7. We reserve the right to deduct the following reasonable amounts which we consider to be in proportion to what Services have been performed up until the point you communicate cancellation to us:
- 13.7.1. If your blood sample has been received by the Third Party before the date that we receive notice of your decision to cancel the Services contract, but you have not yet received the Report, we will refund you 10% of the relevant Service price; or
 - 13.7.2. If you have not sent your blood sample to the Third Party for testing before the date that we receive notice of your decision to cancel the Services contract, we will refund you the relevant Service price.
- 13.8. All other circumstances will be assessed on a case by case basis. You will not incur any fees as a result of the reimbursement.

14. **What if we have done something wrong**

14.1. We work very hard to deliver you the best service. If something does go wrong, in addition to your cancellation rights above, here are your rights:

14.1.1. If you inform that the Blood Testing Kit received is within reason damaged or defective, you will be entitled to a replacement or, where we are unable to send you a replacement Kit within a reasonable time, a refund of the relevant Service price;

14.1.2. If the Service is not otherwise carried out within a reasonable time, we will provide a refund of an appropriate amount.

14.1.3. Nothing in these Customer Terms will affect your legal rights.

15. **Our right to cancel the services contract**

15.1. We may end the Services contract at any time by written notice to you if:

15.1.1. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us, the Third Party or the Experts to provide the Services;

15.1.2. you do not, within a reasonable time, allow the Third Party to deliver the Kit to you; or

15.1.3. you do not, within the time period referred to in clause 11.5, send your blood sample to the Third Party

15.2. If we end the Services contract in circumstances set out in clause 15.1, we will refund any money you have paid in advance for Services that have not been provided, but we may deduct or charge you a reasonable amount as compensation for costs we, the Third Party or the Experts have incurred or will incur as a result of ending the Services contract (as set out in clause 13.7), including any extra work that is required as a result of the circumstances set out in clause 15.1.

16. **Law and jurisdiction**

16.1. Contracts for the purchase of Products through our Websites and App will be governed by English law. Any dispute arising from, or related to, such Contracts shall

be subject to the non-exclusive jurisdiction of the courts of England.

17. Complaints and online dispute resolution

17.1. If you are unhappy with our services, which we would be very sorry to hear about, please send the details of your complaint to hello@adiahealth.com. Your complaint will be investigated by one of the co-founders of Adia and will be dealt with efficiently. If your complaint is upheld, you will get a full apology. If it's appropriate, you'll get details of any action we are taking to put things right. If you are not satisfied with the outcome, you can ask for a further review. We will tell you how to do this.

17.2. If you are not happy with how we have handled a complaint in relation to the Services, you may submit a dispute for online resolution to the European Commission Online Dispute Resolution platform. You can find this platform and more information about it here: <http://ec.europa.eu/consumers/odr/>.

18. Modal Cancellation Policy

18.1. In the event you wish to cancel our services, while we'll be sad to see you go, you can use the following template email. This includes all the information we need to cancel our contract.

18.2. Please send the email to hello@adiahealth.com

Dear Adia,

I would like to cancel my services contract, before the expiry of the 14 day cancellation period.

My name is:

My email associate with my account is:

My order was accepted on:

My reference number is

All the best,

