

## **TERMS OF USE**

### **1. Scope**

- 1.1 Ancora Health B.V. (“**Ancora**”, “**we**” or “**us**”) offer Services through a Subscription Plan or Business Plan which offers online access to the website ([www.ancora.health](http://www.ancora.health)) (the “**Site**”) and through the application Ancora Health (the “**App**”). The contracting of the subscription or business plan and the use of those Services are governed by a Service Agreement between you and us or between your company (Employer) and us.
- 1.2 This document describes the terms of and conditions that apply to your use (the “**End User**” or “**you**”) of the App and Site (“**Terms of Use**” or “**Terms**”) as well as the Privacy Policy. Please review these Terms of Use carefully before using the App and/or Site. By clicking the button below marked “I have read and agree to the website terms and conditions”, or by downloading or using the App or Site, you confirm (1) that you are at least 18 years of age and have reached the age of majority under applicable law in your country, and (2) that you have read and that you agree to these Terms of Use.
- 1.3 These Terms of Use were last updated on 17 May 2021. Ancora reserves the right to amend the Terms of Use at any time. You acknowledge and agree that your use of the Site and App may be subject to acceptance of a revised version of the Terms of Use.
- 1.4 Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you separately. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

### **2. About the Site and App**

- 2.1 The Services comprise - without limitation - a mobile application on an iOS enabled mobile device or on an Android mobile device (“**Personal Device**”) that you own or control or access via a web browser at <https://app.ancora.health/> (“**Site**” or each, an “**App**”), including all related documentation and related services, which enable users to:
- get their health data measured and collected via a physical assessment, an interview, the collection of urine, DNA and blood samples and an online self-assessment questionnaire;
  - get their health data analyzed by Ancora analysts to quantify biomarkers, genes and lifestyle;
  - receive a personalized, confidential health profile, including guidelines on nutrition, activity and lifestyle choices that could help to reduce health risks and/or prevent health issues.
- 2.2 The Site and App is designed and intended for use by EU residents who are at least 18 years of age and have reached the age of majority in their country of residence. The Site and App is provided exclusively for personal and private use. Therefore, it is forbidden to make additional copies or to allow others to use the Site or App without having received prior written consent of Ancora, excluded the sharing of your (personal) data via the share button with, for example, your general practitioner or any other health professional.
- 2.3 Services (such as the onboarding physical tests and samples) could be provided by third party providers under agreement with Ancora or certain of Ancora's affiliates (any of them a “**Third Party Providers**”). You acknowledge that the Services may be made available

under such Third-Party Providers including: (i) certain of Ancora's subsidiaries and affiliates; or (ii) independent Third Party Providers, including healthcare professionals.

2.4 THE SITE AND APP AND ANY INFORMATION STORED ON, GENERATED BY OR RECEIVED THROUGH THE SITE OR APP ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, JUDGMENT, DIAGNOSIS, OR TREATMENT. PLEASE CONSULT YOUR GENERAL PRACTITIONER, HEALTH PROFESSIONAL, PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL IF YOU HAVE ANY QUESTIONS ABOUT YOUR HEALTH OR TREATMENT. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT.

### **3. Use of the Services**

3.1 In order to be able to fully use the Services, including the features of the App or the Site, you need to create an account. You agree to provide and maintain accurate, current, and complete information in your account. Ancora reserves the right to suspend or terminate your account if information provided during the creation of an account or thereafter proves to be inaccurate, not current, or incomplete.

3.2 When you create an account on the Site or App ("Account"), you create a password. Ancora does not have access to your passwords and if you forget your password, you will be asked to create a new one. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. The Site or App may only be accessed by you through the username and password and two factor authentication (2FA), which were provided to you. Enabling other individuals to use the App through your password and security code, is prohibited. You must immediately notify Ancora if you become aware of any unauthorized use of your Account.

3.3 You agree, in using the Services, not to: (a) attempt to gain unauthorized access to the Service, (b) abuse or burden Ancora's systems, (c) take other steps which could limit the availability of the App or the Site to others, (d) use the Services in an unlawful way or in a manner which infringes the rights (including without limitation intellectual property rights) of others, (e) misrepresent your identity, (f) attempt to harvest or otherwise collect information about other end users, (g) sell or promote other products or services, (h) transmit any unsolicited advertising, junk mail, spam or other form of solicitation, (i) transmit, distribute or upload any programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information, or (j) copy, distribute, modify, adapt, translate, reverse engineer, or create derivative works based on any part of the Services, or (k) remove any copyright, trademark or other proprietary notices from any portion of the Services, or (l) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services.

3.4 You acknowledge that Ancora can change, suspend or discontinue any aspect of the Services at any time without notice or end your access to the Services at any time for whatever reason we deem appropriate. You acknowledge that you understand that from time to time the service may be unavailable due to maintenance or other reasons.

3.5 The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, excluded the sharing of your (personal) data within the App or the Site via the Share button.

## 4. Privacy Policy

- 4.1 Ancora's Privacy Policy is shown when you first log in to the Account and is thereafter available via the "**Privacy Policy**" page for reference. This Privacy Policy is incorporated into, and is subject to, these Terms of Use.
- 4.2 At Ancora, privacy and data security are of paramount importance. Ancora' was designed to adhere completely to the privacy and data security by design concepts. Personal data collected through the App and/or Site will be used solely in accordance with the Privacy Policy. Ancora shall, in providing the Services, at all times fully comply with its Privacy Policy relating to the privacy and security of the customer data available (as such document may be amended from time to time by Ancora in its sole discretion).
- 4.3 You agree that Ancora may collect and use technical data and related information, including but not limited to technical information about your device, system, application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, support and other services to you (if any) related to the Services and/or App and/or Site. Ancora may use this information, as long as it is in a form that does not personally identify you, to improve its services or to provide products or technologies to you.
- 4.3 The App and the Site enable the transmission of your personal data ("Customer Data") from all your notes and your profile, which we will use to provide you with insights, personalized messages and content unique to your health situation.
- 4.5 End User shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 4.6 Ancora shall follow its archiving procedures for Customer Data as set out in its Privacy Policy available at [www.ancora.health](http://www.ancora.health) (or such other website address as may be notified to the End User from time to time) as such document may be amended by Ancora in its sole discretion from time to time.
- 4.7 Ancora shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 4.8 Without prejudice to the generality of the foregoing, Ancora shall, in relation to any Customer Data processed in connection with the performance by Ancora of its obligations under this Terms of Use: (a) process that Customer Data only on the documented written instructions of End User unless the Ancora is required by the laws of any member of the European Union to process personal data. Where Ancora is relying on applicable laws as the basis for processing Customer Data, Ancora shall promptly notify you of this before performing the processing required unless those applicable laws prohibit Ancora from so notifying you; (b) not transfer any personal data outside of the European Economic Area unless the following conditions are fulfilled: (i) End User or Ancora has provided appropriate safeguards in relation to the transfer; (ii) End User has enforceable rights and effective legal remedies; (iii) Ancora complies with its obligations under the Data Protection legislation by providing an adequate level of protection to any Customer Data that is transferred; and (iv) Ancora complies with reasonable instructions notified to it in advance by the End User with respect to the processing of the personal data; (c) respond to any request from an End User and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators (d) notify you without undue delay on becoming aware of a personal data breach; (you're your written direction, delete or return Customer Data and copies thereof to you upon termination of the Agreement unless required by applicable law to store the personal data (and for these purposes the

term "delete" shall mean to put such Customer Data beyond use); and (f) maintain complete and accurate records and information to demonstrate its compliance with this clause.

## **5. Links and Third Party Services**

5.1 The Site or App may contain links to other websites or internet resources of Ancora or its affiliated companies. You acknowledge that while such websites or internet resources are owned by Ancora or its affiliated companies, they may have different terms of use and data protection policies. You are responsible for reviewing and complying with such terms and policies.

5.2 The Site or App may also contain links to or provide features that communicate or interface with third party applications, websites or other resources, including third party social networks ("**Third Party Services**"). Third Party Services are not under the control of Ancora and Ancora is not responsible for the availability, contents, or performance of any of these Third Party Services. Ancora does not monitor such websites and is not responsible for the content, functionality, or practices of such third parties. If you access these third-party websites (through this App or the Site), you do so at your own risk. We advise you to read the terms of use and privacy policies on those third-party websites. You agree that Ancora has no liability for any damage or loss of any type that is a result of your use of a third-party website.

## **6. Availability of the App, Updates and Changes**

6.1 You acknowledge and agree that:

- it is technically impossible to provide the Site or App free of defaults;
- defaults may lead to the temporary unavailability of the Site or App; and
- the availability and operation of the Site or App is dependent on conditions and services that Ancora does not control, such as, for example, telephone and internet connections.

6.2 Ancora may from time to time in its sole discretion develop and provide Service, Site and/or App updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. In addition, Ancora's distribution of the App via Third Party Services, such as the iTunes App Store and Google Play Store, may require users to download new or updated versions of the App on a periodic basis. To the extent that you choose to download or use any such updates to the App, you acknowledge that you will be bound by the version of the Terms of Use that is applicable as of the time you download and use any such update to the App. Ancora does not represent or warrant that any future updates to the App will provide the same functionality that is provided by the current version of the App. You agree that Ancora has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

6.3 You acknowledge that failing to promptly download and install all Updates may result in failure of the App to properly operate.

## **7. Ownership**

7.1 The Site, the App and all intellectual property rights associated therewith, such as author's rights, copyrights, patents, trademarks, sui generis rights relating to databases, designs, logos, know-how and all other intellectual property rights (whether registered or not) contained in this App and/or Site are protected by applicable laws on intellectual property.

You acknowledge and agree that Ancora and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services.

- 7.2 We hereby grants you a personal, limited, revocable, non-exclusive, non-transferable, and cost-free license to download, access and use the App/Site in accordance with the conditions and within the limits described in the Terms of Use (“**License**”). The License is granted for the use of the App/Site on compatible (mobile) devices that you own or control.
- 7.3 Apart from the License granted to you, and to the extent permitted by applicable law, the App/Site and intellectual property rights associated therewith cannot be reproduced, used or transferred without the prior written consent of Ancora, or, if the rights over the said elements are held by third parties, the consent of their respective owners.
- 7.4 The App and the Site contain material that is protected by intellectual property laws, including without limitation copyright law. Ancora owns or is licensed user of the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the App and the Site. You shall not copy, reproduce, modify, translate, adapt, republish, upload, distort, modify, alter, transmit, or distribute any element or component of the App/Site in any manner whatsoever, in any medium whatsoever, in part or in whole, without prior written consent of Ancora, or, if the rights over the said elements are held by third parties, the consent of their respective owners, and subject to compliance with intellectual property rights and other property rights that are mentioned. You shall not decompile, reverse engineer, disassemble the App/Site or disable a feature that could limit the use of the App/Site. You shall not rent or sublicense, lease, loan, sell, or distribute the App/Site and any intellectual property contained in the App/Site, or create derivative works of the App/Site or any part thereof without the prior written consent of Ancora. You shall not remove, alter or obscure any intellectual property notices (including copyright notices) on any authorized copy of the App/Site.

## **8. Limitations of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANCORA OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP, SITE OR SERVICES FOR:

(A) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES;

(B) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES IN THE PAST SIX (6) MONTHS.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ANCORA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT OF GROSS NEGLIGENCE OR WILLFULL MISCONDUCT BY ANVORA. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF

LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

In addition, it is your responsibility to take precautions to avoid contamination of the App/Site by notably one or more "viruses", "Trojan horses" or any other "parasites".

## **9. General Information**

9.1 These Terms are governed by and construed in accordance with the laws of the Netherlands, and you agree to submit to the exclusive jurisdiction of the courts of Amsterdam.

9.2 Any waiver of these terms will only be effective if it is in writing and signed by you and Ancora. If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

If you have any questions, complaints, or claims with respect to the App, Site or Services, they should be directed to [info@ancora.health](mailto:info@ancora.health).

### **Ancora Health B.V.**

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