



1. Scope

Ancora Health B.V. offer Services through a Subscription Plan which offers online access to the website (www.ancora.health) ("Site") and through the application Ancora Health ("App"). The contracting of the subscription and use of those Services, the Site and the App are governed by these Customer Terms of Use ("**Terms**") as well as the Privacy Policy (link).

Binding Agreement These Terms and the informed consent for gathering and use of your personal data in conformity with our Privacy Policy are an integral part of the binding agreement ("Agreement") between you ("**End User**" or "**you**") and Ancora Health B.V. of Groningen, the Netherlands ("Ancora").

By registering for a subscription plan to the Services through the App or the Site, you expressly confirm your agreement to be bound by these Terms. These Terms expressly supersede prior agreements or arrangements with you as regards the subject matter hereof.

Supplemental terms 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. The Subscription Plan and corresponding Services

The following three subscription plans are currently offered:

OVERVIEW MEMBERSHIPS			
	Core Health	Performance & Health Plus	Performance & Health Premium
1 year membership	€ 799	€ 999	€ 1,499
# Remeasurements incl.	0	0	2
# Coaching sessions incl.	1	1	2

2.2 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://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, 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.

2.3 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 ("**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.

3. Use of 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, 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. You must immediately notify Ancora if you become aware of any unauthorized use of your Account.
- 3.3 Subject to the End User purchasing a Subscription in accordance with the Terms hereof and your compliance with these Terms, including without limitation, your payment of the Subscription Fees, Ancora hereby grants you, during the term of this Agreement, a personal, limited, revocable, non-exclusive, non-transferable license to (i) access and use the App on your personal device or via the Site solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use.
- 3.4 Any rights not expressly granted herein are reserved by Ancora and/or Ancora's licensors.
- 3.5 The App may be used only by you, and only for your own personal, noncommercial use. You may not sublicense the App. The App is licensed, not sold, to you.

4. Subscription

- 4.1 The Services are available to you after subscribing to the Services ("**Subscription**") for 12 months ("**Subscription Term**") by registering such on the Site or in the App. You understand and acknowledge that the registration for a Subscription on the Site or App and your use of the Services will result in charges to you ("**Subscription Fees**"). A full listing of what the subscription plan entails as well as the corresponding Subscription Fee is available on the Site. During the Subscription Term, we will provide you access to use the Service as described in this Agreement.
- 4.2 A Subscription is entered into for the Subscription Term, after which the Subscription is automatically extended for an indefinite period of time. During the Subscription Term, you may terminate the Subscription with effect from the end of the Subscription Term, with a notice period of one month. After the Subscription Term, you may terminate at any time you wish,

with a notice period of one month. You may always terminate in the same way that you concluded the agreement.

5. Right to suspend performance

- 5.1 Ancora may shut down the Services immediately if you fail to meet your obligations (if, for instance, you fail to comply with these Terms of Use) several times successively. In the period that the Services have been shut down by Ancora during the Subscription Period, you will be obliged to pay your Subscription Fee as well as any other costs arising from your breach.
- 5.2 **Suspension for Prohibited Acts.** We may suspend your Subscription and with it access to any or all Services without notice for use of the Service in a way that violates applicable laws or regulations or the Terms of this Agreement.
- 5.3 **Suspension for Non-Payment.** We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Services if the amount outstanding has not been paid within five (5) days after such notice. We will not suspend the Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6. Use of the Services

- 6.1 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.
- 6.2 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.
- 6.3 The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account.

7. Personal Data

7.1 At Ancora, privacy and data security are of paramount importance. Ancora's set-up was done adhering 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).

7.2 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 products or to provide services or technologies to you.

7.3 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.

7.4 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.

7.5 Ancora shall follow its archiving procedures for Customer Data as set out in its Privacy Policy available at 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.

7.6 Ancora shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

7.7. Both parties will comply with all applicable requirements of the applicable Data Protection Legislation.

7.8 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 Agreement: (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.

8. Updates

8.1 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. You agree that Ancora has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

8.2 You acknowledge that failing to promptly download and install all Updates may result in failure of the App to properly operate. You further agree that all Updates will be deemed part of the Services,

Site and/or App and be subject to all Terms and any additional terms and conditions of this Agreement.

9. Payment

9.1 When you register for a Subscription to our Services, you authorize Ancora to make a direct debit collection and/or charge your credit card or bank account for all Subscription Fees payable during the Subscription Term, depending on your chosen payment option. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party. Please see the terms of use of the payment provider here:
https://www.adyen.com/nl_NL/legal/terms-and-conditions.

9.2 You may not withdraw the authorization during the period of the Agreement without the written permission of Ancora. If you withdraw the direct debit and or credit card authorization or if the amount owed cannot be collected (because, for instance, your bank balance is insufficient), Ancora may charge you administration costs.

9.3 Ancora may terminate the Subscription immediately if you have requested debt management or a suspension of payments or if you have been granted such, or if you apply for bankruptcy or if you have been declared bankrupt or if you fail to fulfil your obligation or obligations arising from our Agreement.

9.4 All amounts and Subscription Fees shall be payable in Euro, including value added tax, and are non-cancellable and non-refundable.

9.5 Ancora shall be entitled to increase the Subscription Fees at the start of any renewal period or upon ninety (90) days' notice to the End User.

10. Ownership

- 10.1 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 licences in respect of the Services.
- 10.2 Ancora confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 10.3 You have no ownership rights in the App or the Site. Ancora retains all right, title, and interest in and to the App and Site and all intellectual property rights therein, and ownership remains at all times with Ancora. Any access or use of the App or Site by any other person, or any other entity is strictly forbidden and is a material breach of this Agreement. The App may not be transferred without the prior written consent of Ancora.
- 10.4 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 may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such materials or content to any third party (including displaying or distributing the material using a third party website) without Ancora's prior written consent except to use the App or Site for its intended purposes.

11. Third parties

11.1 To use the App or the Site you will require internet connectivity and appropriate telecommunication links as well as a device. Ancora does not have any responsibility or liability for any costs you may incur or be charged for by third parties in the use of such connection.

11.2 The App and/or Site may provide links or references to websites and/or apps operated by third parties. 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.

12. Disclaimer

THIS APP AND THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANCORA EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APP, SITE OR SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ANCORA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP, SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, WILL ACHIEVE ANY INTENDED RESULTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

YOU UNDERSTAND AND AGREE THAT ANCORA IS NOT A MEDICAL CARE PROVIDER AND THE APP AND/OR SITE IS AN INFORMATION TOOL ONLY AND IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. THE SERVICES ARE NOT INTENDED FOR USE IN A MEDICAL SITUATION.

THE SERVICES MERELY OFFER GUIDANCE ON LIFESTYLE CHOICES YOU YOURSELF CAN MAKE. ANCORA IN NO WAY OFFERS ANY MEDICAL ADVICE NOR PREDICTIONS OF THE DEVELOPMENT OF MEDICAL CONDITIONS NOR DIAGNOSIS OF ANY MEDICAL CONDITIONS. IT IS PURELY A GUIDE TO MAXIMISE EFFECTIVITY OF LIFESTYLE CHOICES FOR YOUR PERSONAL POSSIBILITIES. ANCORA CAN NEVER BE HELD LIABLE FOR ANY UNDIAGNOSED ILLNESS APPEARING OR ANY MATTER RELATED TO THE MEDICAL AND/OR DIAGNOSTIC SIDE OF THE END USERS HEALTH AND END USER HEREBY INDEMNIFIES AND HOLDS ANCORA HARMLESS FROM ANY AND ALL CLAIMS BASED ON SUCH MEDICAL GROUNDS.

13. Limitation 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. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. General

- 14.1 Subscriptions are agreed for a definite term of 12 months, after which they are renewed indefinitely unless terminated by either party giving one (1) months' written notice.
- 14.2 If a Subscription ends, any and all claims that Ancora may have against you will be immediately due and payable. If Ancora terminates a Subscription you will have to pay the remaining Subscription Fee to Ancora. This will not prejudice any other rights of Ancora.
- 14.3 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.
- 14.4 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

Ancora Health B.V.

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