

GENERAL TERMS AND CONDITIONS

Effective Date: 16.10.2023

Summary

- Your relationship with Nutrelino is governed by these Terms.
- We use certain definitions in these Terms that have the same meaning throughout.
- You have certain obligations when using the Application, such as keeping your data up-to-date, reporting any outage, or not using the Application for illegal purposes.
- You are liable to pay for the Services you order.
- Nutrelino provides various services. Our core Service is to provide comprehensive information about food, nutrients, various features. This includes advice on useful fitness and wellness information, recommendations for building a sustainable lifestyle, and the ability to create menus and meal plans tailored to the specific Customer.
- Services provided by Nutrelino, are not medical advice.
- You can use and purchase the Services through our Website or the Application. Your results will be visible there too.
- You can withdraw from the Contract as provided by the applicable law. Premium Services that are provided to you cannot be withdrawn from, unless stipulated otherwise herein.
- Additional policies apply to your use of the Services, in particular the Privacy Policy.
- Nutrelino gives you certain warranties specified herein for the quality and accuracy of the Services. Nutrelino disclaims all warranties in respect of the Application.
- Nutrelino will not be liable for misuse of the Services, or for acts outside of its reasonable control.
- The Website, Application, and Services in general are owned by Nutrelino and you do not receive any intellectual property rights.

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms apply to all relations between Nutrelino as the provider, and the Customer. If you use the Services, you are bound by these Terms, which you confirm that you have read, understood, and agreed to.
- 1.2. The Terms shall prevail over any conflicting information contained in other materials (e.g., promotional materials, emails, Websites, or the Application).

2. DEFINITIONS

- 2.1. **Headings.** The headings used in these Terms are for reference purposes only and in no way define, limit, interpret, or describe the scope or effect of such section or in any way affect these Terms.
- 2.2. **Definitions.** Unless the context otherwise requires, the words and expressions used in this Section 2.2 of these Terms shall have the meanings ascribed to them herein:

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| "Account" | means the Customer's account with Nutrelino; |
| "Application" | means web or mobile application through which Nutrelino offers and makes available its Services; |
| "Consumer" | means a Customer, who is a natural person, acting outside the scope of economic activity (trade, business, craft, liberal profession); |

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| "Contract" | means the contract between Nutrelino and the Customer; |
| "Customer" | means the person who orders or uses the Services; |
| "Marketplace" | means a digital shop for downloading various apps (e.g., App Store); |
| "Nutrelino" | means myhealth s.r.o., Lietavská 7, 851 06, Bratislava, Slovak Republic, Company No.: 51891051, registered in the Commercial Register of the Municipal Court Bratislava III, File No. 130772/B, or its affiliate providing the Services, as applicable; |
| "Order Acceptance" | means an email confirmation of the order sent by Nutrelino to the Customer, e.g. an invoice |
| "Parties" | mean Nutrelino and the Customer; |
| "Personal Data" | means information about an identified or identifiable natural person (each a "Data Subject"); an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, a network identifier or to one or more specific elements of the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; |
| "Premium Services" | means Services that can be purchased under the "PREMIUM" section on the Subscription bases. During purchase, the Customer can choose from several packages of Premium Services, all having the same features, but differing only in the duration of the Services. Nutrelino clearly stipulates on their Website, as well as in the Application, which Services can be used for free and which are fee-based; |
| "Services" | mean all services provided by Nutrelino to the Customer, on Website or via the Application |
| "Subscription" | means the Services provided by Nutrelino on subscription basis (i.e., Premium Services); |
| "Terms" | means these General Terms and Conditions; |
| "Website" | means the website through which the Services are provided (i.e., nutrelino.com). |

3. APPLICATION USE

3.1. **Registration.** To use the Application, it is necessary to create an Account. Only natural persons over the age of 18 are entitled to create an Account. By registering, you as the Customer declare that:

- 3.1.1. the Personal Data you provide when registering as a Customer are true, accurate, current, and complete in all respects;
- 3.1.2. you will promptly notify Nutrelino of any changes to the Personal Data by changing the Personal Data in your Account or by sending an email to info@nutrelino.com, if Personal Data cannot be changed in the Account;
- 3.1.3. you will not impersonate another person or entity or use a false name or a name that you are not authorized to use;
- 3.1.4. you do not register to the Application to harm Nutrelino (e.g., by using your knowledge of the Application with a competitor or by creating a similar product).

- 3.1.5. you will use the Services for personal use only and will not resell or otherwise distribute, or copy the Services for commercial purposes, unless Nutrelino grants you and explicit consent to do otherwise.
- 3.2. **Protection of the Application.** In relation to the Application, the Customer shall:
- 3.2.1. refrain from recording and transmitting content that is contrary to the applicable legal regulations or good morals and principles of decent behavior;
 - 3.2.2. use the Application in a manner that does not interfere with its operation, in particular, the distribution of malicious code, files, scripts, or programs;
 - 3.2.3. use the latest versions of the Application;
 - 3.2.4. use the Application in a manner that does not cause a burden to other users or Nutrelino;
 - 3.2.5. use the Application in accordance with applicable legal regulations and these Terms.
- 3.3. **Reporting an outage.** In the event that the Customer becomes aware of or suspects any outage or malfunction of the Application, the Customer shall promptly report such fact to Nutrelino at the email address info@nutrelino.com and shall provide Nutrelino with all necessary assistance in repairing the outage or malfunction.
- 3.4. **Usernames and passwords.** The Customer is solely responsible for maintaining the confidentiality of all access details to the Account, in particular the usernames and passwords. The Customer undertakes:
- 3.4.1. not to allow any third party to use their account, usernames, or passwords, except as expressly permitted by these Terms;
 - 3.4.2. to promptly notify Nutrelino of any actual or reasonably suspected unauthorized use of their account, usernames, or passwords, or any other violation or suspected violation of these Terms of which they become aware, by sending an email to info@nutrelino.com
- 3.5. **Development.** The Services are constantly evolving. The Customer agrees that Nutrelino may unilaterally remove or add new features to the Services or the Application, all without refund or compensation to the Customer.
- 3.6. **Required use of Application.** The Customer acknowledges that in order to receive some of the Services, the Customer may be required to download the Application and create an Account.

4. PAYMENTS

- 4.1. **Price.** Prices for the Premium Services are inclusive of VAT and any applicable statutory charges unless specified otherwise with the Customer.
- 4.2. **Payment.** You are obliged to pay the price for the Subscription you order. Nutrelino is not obliged to provide the Services to you and may cancel your order if your order is not paid for. You may pay using the methods specified on the Website or in the Application or applicable Marketplace, which may include bank transfer, online payment gate, or others. The Subscription, its term, or its price is subject to change at Nutrelino's sole discretion. Different terms may apply in case of purchase of Services via applicable Marketplace, the Customer is obliged to adhere to such terms.
- 4.3. **Renewals.** Unless otherwise stated on the Website or Application, the Subscription will automatically renew for the same term for which the Customer originally subscribed. The Customer may notify Nutrelino that they wish to cancel such Subscription prior to renewal. The cancellation of the subscription shall take effect on the last day of the selected subscription term, including any applicable renewal subscription terms.

- 4.4. **Renewal authorization.** The Customer acknowledges that the Subscription fee will be charged to the Customer's payment card and the Customer hereby agrees to this recurring transaction, if applicable.
- 4.5. **Past-due payments.** Any fees (or part thereof) not paid by the due date shall bear interest at the highest rate allowed by the applicable law.
- 4.6. **Validity of prices.** Prices and offers may vary and may only be available for a limited time. All prices and offers are subject to availability and may be canceled or changed at Nutrelino's discretion.

5. THE PROVISION OF THE SERVICES

- 5.1. **Description of Services.** Description and types of the Services are provided on the Website or in the Application.
- 5.2. **Medical use.** By using the Services, the Customer agrees not to use any information provided by the Services for diagnostic, preventive, therapeutic, or medical rehabilitation, nursing, or health care decisions and procedures before seeking professional advice from a physician or other qualified health care professional. The Services are not intended for medical diagnosis, care, or as a basis for decisions regarding the health condition. The Services are of an informative character only and in no way constitute the provision of healthcare services or medical advice. Do not change your habits or take action based solely on the Services, always contact your physician or other qualified healthcare professional.
- 5.3. **Services not for minors.** The Services are intended exclusively for persons who reached the age of majority.
- 5.4. **Specification of the Services.** A description of the main features of the Services can be found on the Website or the Application. Every effort has been made to ensure that the description and specification of the Services are correct.

6. PURCHASING THE SERVICES

- 6.1. **Order.** The Customer may order the Premium Services by following the ordering process on the Website or in the Application. Purchase is complete when the Customer presses "Buy", "Purchase", or similar.
- 6.2. **Processing the order.** The contract shall be formed at the moment the Customer will be sent the Order Acceptance. The contract applies only to the Services specified in the Order Acceptance. Nutrelino shall not be obliged to supply any additional services that may have been included in the Customer's order until the Customer has received the Order Acceptance for those services. The Customer shall also be informed of the non-acceptance of the order. Failure to accept the Customer's order may be due to one of the following reasons:
 - 6.2.1. the Services ordered by the Customer are not currently available due to reasons on the part of the subcontractor of Nutrelino; or
 - 6.2.2. Nutrelino has not received payment from the Customer for the Services; or
 - 6.2.3. discovery of an error in the price or description of the Services.
- 6.3. **Archive of the orders.** Contracts concluded between Nutrelino and its Customers shall be stored in an electronic archive in accordance with applicable laws.
- 6.4. **Subscription.** Subscription is deemed delivered and used by the Customer when paid. Following the payment, the fees paid for Services are non-cancellable and non-refundable.

7. SECURITY AND PRIVACY

- 7.1. **Privacy Policy.** The protection and processing of the Customer's personal data is subject to Privacy Policy, which is available on the Website or in the Application.
- 7.2. **Cancellation of Account.** Upon cancellation of the Account, Nutrelino will irretrievably destroy the Customer's Personal Data. The aforesaid shall not apply to the extent Nutrelino is required otherwise under applicable law. The Customer acknowledges that after the cancellation of the Account, it will no longer be possible to export the result from the Application and Nutrelino will not be able to recover the data in any way. The Customer acknowledges that upon the termination of the Customer's User Account, Nutrelino's obligation to provide the Services to the Customer in accordance with these Terms shall cease.

8. WARRANTY

- 8.1. **Warranty.** Nutrelino is responsible to the Customer for the fact that the Services:
 - 8.1.1. have the features described by Nutrelino on the Website or the Application;
 - 8.1.2. can be used for the purposes specified by Nutrelino;
- 8.2. **Warranties of the Parties.** Each Party represents and warrants to the other Party that it has the necessary legal personality and authority to enter into, deliver, and perform its obligations under the Terms.
- 8.3. **Availability of the Application.** Nutrelino hereby represents and warrants that it will use reasonable efforts to make the Application available twenty-four hours a day, seven days a week.
- 8.4. **Application Warranty Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NUTRELINO DISCLAIMS ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, NON-INFRINGEMENT, SYSTEM INTEGRATION OR QUIET ENJOYMENT, AND THE NUTRELINO APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE".

9. LIABILITY FOR DAMAGE

- 9.1. Nutrelino is not liable:
 - 9.1.1. for any damage or any other consequences incurred by the Customer based on or related to the actions of individual Customers, the manner in which they use the Services, or other circumstances arising on the Customer's side;
 - 9.1.2. for errors resulting from third-party interference with the Services or from their use contrary to their intended use; and
 - 9.1.3. for services provided by entities other than Nutrelino, or for any consequences of their acts or rights and obligations related to these services.
- 9.2. To the broadest extent possible under applicable laws, Nutrelino shall not be liable for any damages that the Customer may incur in connection with the use of the Application or in connection with the non-functionality, unavailability, or error of the Application. Nutrelino shall not be liable for any indirect, consequential, or incidental damage or any loss (including loss of opportunity, loss of profit, or loss of data), costs, expenses, or payments associated with the use or inability to use the Applications.
- 9.3. Nutrelino shall not be liable for any damage that the Customer may incur in connection with the misuse of the Account or unauthorized access to the Account.

10. CONSUMER PROTECTION

- 10.1 In accordance with the governing law, Customers who order the Services as Consumers, have the right to withdraw from the Contract regarding the unused Premium Services by notifying Nutrelino:
- 10.1.1 within fourteen (14) calendar days from the day following the date of receipt of the Premium Services (calculated from the date the Premium Services were successfully paid). For the avoidance of doubt, this only applies to Subscriptions that have not been used at all by the Consumer within the 14 days period; or
- 10.2 Consumer may withdraw from the Contract (claiming a complaint), by sending the "Contract Withdrawal Form" attached in Annex 1 herein, along with stating the reason for withdrawal, either by mail to the address: myhealth s.r.o., Lietavská 7, 851 06, Bratislava, or to the email: info@nutrelino.com.
- 10.3 The Customer has the right to contact Nutrelino for redress if they are dissatisfied with the manner in which Nutrelino has handled their complaint, or if the Customer believes that Nutrelino has violated their rights, by sending an email to info@nutrelino.com.
- 10.4 Consumer has the right to submit a proposal for alternative dispute resolution under the provision of § 12 of Act No. 391/2015 Coll. on an alternative resolution of consumer disputes and on the amendment and supplementation of certain laws. The competent entity for the alternative resolution of consumer disputes with the provider is the Slovak Trade Inspection, Prievozská 32, 827 99 Bratislava 27 www.soi.sk or another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available on the website <http://www.mhsr.sk>); the consumer has the right to choose which of the mentioned entities for alternative consumer dispute resolution to turn to.
- 10.5 In accordance with Article 14 of EU Regulation 524/2013 on online dispute resolution for consumer disputes, amending EC Regulation 2006/2004 and Directive 2009/22/EC, the Customer has the right to exercise his or her rights and claims under the Contract with Nutrelino through online alternative dispute resolution ("ODR"). ODR is provided through a platform operated by the European Commission. The Customer, who is a Consumer, is entitled to use the ODR platform for dispute resolution in the language of their choice. The ODR platform is accessible online at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLangu>.
- 10.6 The Consumer may resolve their disputes in accordance with EU Directive 2013/11/EU on alternative dispute resolution for consumer disputes and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC ("ADR"). You can find your country's dispute resolution body here: <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2&lng=EN>
- 10.7 Customer is obliged to fully cooperate with Nutrelino and any relevant authority in resolving the complaint. If this cooperation is not provided, the right to complain is considered null and void.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Unless otherwise stated, the Website or the Application, and their individual parts, the user interface, the appearance of icons, graphics, photographs, videos, and texts are copyright works within the meaning of the applicable copyright act. According to the copyright act, the proprietary rights to the Website and the Application, and all of their content are owned and exercised by

Nutrelino. Nutrelino shall have the right to use Customer inputs, including incorporating such inputs into its Nutrelino Services, without any obligation to Customer.

11.2 Unless expressly allowed by applicable law the Customer is not entitled to reproduce, modify, decompile, translate, process, merge with another work, incorporate into a database, publicly distribute, publicly display or otherwise deal with the intellectual property pursuant to the Section 13.1 above.

11.3 Under these Terms, Nutrelino does not grant consent to the use of:

11.3.1 trade names and other names of legal entities;

11.3.2 trademarks; or

11.3.3 other signs used by Nutrelino,

except as required by their reasonable and customary use in identifying the originator of the Services.

11.4 Nutrelino does not monitor what information other Customers upload to the Website or the Application, if any. In the event that the Customer believes that any content infringes their intellectual property rights, the Customer shall notify Nutrelino at info@nutrelino.com together with information proving their claim, namely:

11.4.1 identification and contact details of the Customer;

11.4.2 description of the work, the intellectual property rights that the Customer claims to have infringed;

11.4.3 description of where infringing content is located; and

11.4.4 identification of the person who infringes intellectual property rights (to the extent known to the Customer).

11.5 If Nutrelino determines that intellectual property rights are being infringed, Nutrelino will remove the infringing content from the Website or prevent access thereto at its discretion.

12 FINAL PROVISIONS

12.1 **Applicable law.** This Contract and any dispute or claim arising out of or in connection therewith or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the legal regulations of the Slovak Republic.

12.2 **Disputes.** All disputes arising out of or in connection with the Contract, including disputes concerning the existence, validity or termination of the Contract or the consequences of its invalidity, shall be decided exclusively by the competent courts in the Slovak Republic.

12.3 **Waiver of Jury Trial.** WHERE APPLICABLE, EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.4 **International Use.** This Website is operated from and Nutrelino is headquartered in the European Union. By electing to use the Services from a different jurisdiction than the European Union, you accept full responsibility for ensuring that your use of the Services is in compliance with all laws applicable within that other jurisdiction. Nutrelino makes no representation that the Services are appropriate or available for use in other jurisdictions. You are not permitted to use the Services from any jurisdiction in which it is illegal.

12.5 **Severability.** The provisions of this Contract are severable and if any part is found to be invalid, illegal, or unenforceable, the validity or enforceability of the remaining parts shall not be affected.

12.6 **Force majeure.** Neither Party shall be in breach of the Contract or liable for damage if the failure to perform is caused by an event or circumstance (or combination of events or circumstances) that such Party could not have reasonably foreseen and that is beyond its reasonable control

("Force Majeure Event"); The following events shall always be considered Force Majeure Events with respect to Nutrelino: (i) power failure; (ii) natural disaster; (iii) failure or delay of telecommunications networks, internet, hosting, hardware, software; (iv) damage to Nutrelino's systems and infrastructure, including viruses, and cyber-attacks.

12.7 Terms Amendments. Nutrelino has the right to revise and amend these terms and conditions from time to time. The latest version is always available on the Website and in the Application. The Customer shall comply with the Terms effective at the time the Customer ordered the Services from Nutrelino, unless a change to these Terms is required by the law or public authority (in which case it shall apply to the Customer's previously placed orders) or unless the Customer is notified by Nutrelino of a change to these Terms before sending the Customer an order acceptance (in which case Nutrelino shall be entitled to assume that the Customer has accepted the change in terms and conditions). If the Customer does not agree to such a change to the Terms, the Customer must stop using the Services. If the Customer continues to use the Services, the Customer will be deemed to have accepted the amended Terms.

12.8 Contact details. If you have any questions, you can contact Nutrelino at info@nutrelino.com or at myhealth s.r.o., Lietavská 7, 851 06, Bratislava, Slovak Republic.

ANNEX 1

CONTRACT WITHDRAWAL FORM

(fill out and send this Form only if you wish to withdraw from the contract)

To: myhealth s.r.o., Lietavská 7, 851 06

I hereby give notice that I withdraw from the contract for the provision of this Service:

Purchase date

Name and surname of the Consumer

Address of the Consumer

Signature of the Consumer (only if this form is submitted in paper form)

Date