

# TERMS HEALTH YOURSELF

## VERSION 2.1 – JANUARY 2020

### 1 SCOPE

These terms and conditions ("**Terms**") apply to the usage of the website <https://yourself.health/> ("**Website**") including all transactions made on the online shop ("**Webshop**") operated by Health Yourself AG ("**Health Yourself**," "**we**," "**our**," or "**us**"). By accessing the Website and/or the Webshop you ("**User**," "**you**," "**your**," or "**yours**") accept these Terms.

If you do not agree to these terms, you may not visit, use, or access the Website and the Webshop. These Terms incorporate by reference Health Yourself's privacy policy ("**Privacy Policy**"). Our Privacy Policy is available from our website or upon request to [privacy@yourself.health](mailto:privacy@yourself.health).

We reserve the right to change these Terms at any time. The version of the Terms valid at the time of order placement applies and may not be changed unilaterally for the respective order.

### 2 INFORMATION

All information, including questionnaires, its responses and test results, available on the Website (the "**Information**") is provided 'as is' or 'as received', solely for a Swiss audience and without any claim to accuracy and completeness by us. **The Information does not constitute medical advice and Users must seek professional medical advice before acting upon any Information.**

Any questionnaires or information available on the Website do not confirm symptoms and only rely on statistical data (such as age, gender), medical guidelines, standardized information intake as recommended to us by a qualified medical professional as well as the User input. The questionnaires will provide Users with for example (but not limited to) a statistical risk estimate for certain conditions, recommendations on test frequency based on medical guidelines, or a User profile that can serve medical professionals for providing their interpretations or advice.

We may indicate potential tests or medical services via partner websites or non-affiliated third parties. Health Yourself does not provide any User personal data to these partner websites or third parties..

Questionnaires available under <https://talk-to.yourself.health> are completely anonymous. No login is required. "Conversations" available under <https://secure.yourself.health> are required to deliver the product correctly. These questionnaires require creating a user account and logging in. Data in these questionnaires may include personal data as well. Order data on the Webshop is not linked to any of the questionnaires.

### **3 WEBSHOP**

#### **3.1 PRODUCTS AND PRICES**

The presentation of products and services on our Webshop does not constitute a legally binding offer, but an invitation to submit an order. Availability of products and services is not guaranteed.

All prices are inclusive of applicable value added taxes ("**VAT**"), import duties and mandatory charges, unless explicitly stated otherwise. In addition to the prices charged, Health Yourself may charge for delivery. The shipping costs are clearly indicated to the User on the shipping page and during the ordering process.

By clicking on the 'Buy' button on the Webshop, User makes a binding offer to purchase the products and services in the basket for the indicated price. Health Yourself then sends User an automatic confirmation of receipt via email, in which User's order is listed again. The purchase agreement is formed once shipment to User has been confirmed.

#### **3.2 PAYMENT**

User is able to choose from the available payment methods during and before completing the ordering process.

If the payment is by invoice, payment within thirty (30) days shall be made after receipt of the Product(s) and the invoice. For all other payment methods, payment in advance shall be made without deduction.

Products and services offered by Health Yourself are not reimbursed by your healthcare insurance.

#### **3.3 DELIVERY**

**Delivery is only possible within Switzerland.**

Packages are sent by Swiss Post using A-Post. Packages are adapted to the Swiss mailbox size requirements and require no signature. If packages are sent as a parcel instead, or by registered mail, this is indicated on the shipping page. In such a case you may be required to sign for your package.

Delivery follows upon receipt of payment (including shipping costs, if any) or, in case of payment by invoice, upon successful credit verification.

The risk of loss or damage is transferred to User as soon as Health Yourself has handed over the Products to the delivery providers.

#### **3.4 INSPECTION**

User is obliged to immediately inspect the delivered product for correctness, completeness and potential transport damage.

Any transport damage or other defects, or false or incomplete deliveries, must be immediately notified to us after detection thereof and at the latest within five calendar days after receipt of the delivery.

### **3.5 CANCELLATION AND RETURNS**

Users have a 14-day period starting from the delivery date to return fault-free, unopened products. Return shipping costs shall be borne by the Users.

Warranty claims are explicitly excluded for products which may be spoiled due to improper handling by the User and for Products ordered by mistake.

## **4 TESTS AND RESULTS**

If the product is a test, please note the following important information:

- You may only use the tests for personal use.
- You must carefully read and follow the instructions of the test. In case of doubts, we encourage you to contact us. There is no reimbursement of any kind in case of not adhering to the instructions.
- Postage for delivery of test materials as well as for sending the samples to the laboratory are covered. The test material must be sent from Switzerland to the address indicated on the return box. Any additional costs incurred by us for a delivery from outside of Switzerland will be charged to the User.
- Notifications of the availability of test results are optional for some tests. It is the responsibility of the User to verify the correctness of the email address or phone number used for communication with Health Yourself. At this moment only Swiss mobile phone numbers are supported.
- Test results are delivered to the User by the method indicated by the manufacturer or laboratory and Health Yourself.
- Where the results are provided on the Website, registration and login is required in order to access the test result. Health Yourself provides for secure 2-factor authentication.
- For some tests, users may choose to receive their results anonymously. If this possibility applies, this is marked explicitly as such before purchase. Where the results of those tests are provided on the Website, users can choose to login or to access the results anonymously. If anonymously was chosen, the test results are provided such that Health Yourself cannot link the results to any individual.
- Test results are provided 'as received' by the specialized laboratory without any claim to accuracy and completeness by us. Test results do not constitute medical advice and Users must seek professional medical advice before acting upon any Information.
- In case of positive test results or test results outside of the reference value ranges, Users are urged to seek professional medical advice promptly.

## **5 WARRANTY**

Health Yourself warrants that the ordered products are free from defects from the delivery date until the earlier of the respective best-before date or two (2) years thereafter.

Health Yourself can fulfill its warranty through either partial or complete replacement by an equivalent product, a reduction in price or by issuing a credit note up to the sales price applicable at the time of the order. Not adhering to the instructions is not covered under warranty.

Provided that the manufacturer warranty exceeds the warranty of Health Yourself, Health Yourself shall grant the former to the customer.

Health Yourself does not warrant accuracy and completeness of the Information.

All further-reaching and in particular the statutory legal provisions for warranty are excluded.

## **6 LIABILITY**

To the extent permitted by applicable law, Health Yourself's liability is excluded.

To the extent permitted by applicable law, liability of the suppliers (test manufacturers and laboratories) of Health Yourself is excluded.

Health Yourself is not liable for breach of its contractual obligations if the non-performance or its poor performance is attributable to the User, the unforeseeable and insurmountable action of a third party or to a case of force majeure. E.g., in case of no or faulty test results due to not adhering to the provided instructions, neither Health Yourself or their suppliers are liable for misinterpretation of test results and consequential damage.

### **COVID PCR TESTS: TIME CRITICAL RESULTS & CERTIFICATES**

At the moment, Switzerland is facing a crisis situation if it comes to the number of COVID PCR tests executed. Therefore the Swiss government decides on which tests get prioritized. Our hands are bound. Most likely it will take 2-3 days, after your sample arrived to the lab, before the results are in. At the moment, we recommend NOT to use our tests if you depend on receiving the certificate before a specific date. If you got the test for such reason, do NOT send your test to the lab, return it to us instead. You will receive a full refund.

We don't accept liability for any costs incurred by a certificate coming in too late. We do not reimburse costs for alternative tests, missed flights, unattended events, accommodation, etc.

### **THIRD PARTIES**

Relevant third parties that may impact our service levels include (but are not limited to):

- Logistical service providers in Switzerland - for shipping orders and receiving retourboxes to our office or the Swiss lab(s) we work with.
- International logistical service providers - for sending samples (for some specific tests) to the foreign lab(s) we work with.
- Swiss labs - for analyzing major part of our tests
- Foreign labs - for analyzing some specific tests
- Software providers - for activating tests and delivering their results

## **7 INTELLECTUAL PROPERTY**

Health Yourself and its licensors own and retain all right, title, and interest in the Information, the Website and the Webshop.

## **8 MISCELLANEOUS**

**Entire Agreement:** This Agreement constitutes the entire agreement, and supersedes all prior agreements, between the Parties relating to the subject matter hereof.

**Notices:** Notices hereunder shall be given in writing to the last communicated or available address. 'In writing' shall, unless explicitly indicated otherwise, include email.

**No assignment:** Neither Party may assign any of its rights, obligations or claims under this Agreement.

**Severability:** If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

**Governing Law & Jurisdiction:** This Agreement is governed by Swiss law and subject to the exclusive jurisdiction of the courts of Zurich.