

TERMS HEALTH YOURSELF

VERSION 1.0 – 1 MAY 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](#)").

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 available on the Website do not confirm symptoms and only rely on statistical data (such as age, gender), medical guidelines as well as the User input. The questionnaires will provide Users with a statistical risk estimate for certain conditions and may indicate potential tests or doctors via partner websites. Health Yourself does not provide any User personal data to such partner websites.

The questionnaires are completely anonymous. No login is required. Order data on the Webshop is not linked to the questionnaires.

3 WEBSHOP

3.1 PRODUCTS AND PRICES

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

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 will 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.**
- **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.**
- **Test results are delivered to the User by the method indicated by the manufacturer and Health Yourself. Where the results are provided on the Website, they 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.**

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.

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.

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.

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 e-mail.

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.