

Netmind Life Terms and Conditions

Last updated: June 4, 2024 (v1.1)

These terms apply to our Services and should be read together with our privacy policy available at [Privacy Policy.pdf \(netmindai.blob.core.windows.net\)](#).

Please note in particular the terms set out below which relate to our Services (section 2), how you can place orders (section 3), our costs and payment (section 4), your responsibilities (section 5), your legal right to change your mind (section 6) and our responsibility to you for loss or damage suffered and disclaimers (section 9).

We also wish to draw your attention to the fact that:

- You must be at least 18 years old and resident in the UK to use our Services;
- If you do not agree to these terms, you will not be able to use our Services;
- We do not provide medical or testing services, and any medical or testing services you access through our website will be the responsibility of the third party providing those services.

1 WHO WE ARE

We are [Netmind.AI Limited] ('Netmind Life') of Et2.02 Cargo Works, 1-2 Hatfields, London SE1 9PG. We provide wellness, bridging the gap between intricate health insights and accessible, actionable strategies for all.

You can contact us at clientsupport@netmind.life

2 OUR SERVICES

Where to find information about us and our services (the 'Services')

You can find everything you need to know about us, Netmind Life, and our Services on our website (www.life.Netmind Life.ai) and any other information we supply to you before you receive any Services from us. Our Services cover the following:

Onboarding assessment

To receive our Services you will first need to complete an onboarding questionnaire to provide details about your general background, medical history and wellness goals. This will provide you with access to your personalised recommendation reports in your user portal.

Blood testing services

You can access blood testing services through our network of third party clinics as described on the website. Please note that we are not responsible for the services provided by these clinics and you will need to agree to their terms if you wish to use their blood testing services. If you consent, they will share the results of your tests with us.

At-home testing services

We can supply certain at-home testing kits as described on our website. These are kits provided by third party testing companies which we hold as stock and if you purchase these kits you will need to agree to the terms of the testing companies, for example in relation to the instructions for taking the tests and to receive results. Please also note:

The images of the kits on our site are for illustrative purposes only and the packaging may vary from that shown in the images.

Delivery is subject to any restrictions we explain on the website.

The kits are intended for use only in the UK and we do not warrant that the kits comply with the laws, regulations or standards outside the UK. If you order kits for delivery to an international destination, you must comply with all applicable laws and regulations of the country for which the kits are destined. We will not be liable or responsible if you break any such laws.

We aim to send you the test kit so that it arrives during the date and/ or time slot we have specified. However, we are not responsible for delays in delivery (a) if due to circumstances beyond our reasonable control and where we could not have taken reasonable steps to deal with the delay or (b) if you have not given us adequate delivery instructions. Delivery is complete once the kits are delivered to you and the kits are at your risk from that time.

You will need to return your test results to the relevant testing companies, unless our website identifies that you may or should return them to us instead to forward on to the testing companies.

If you consent, the relevant testing company will share the results of your tests with us.

We take no responsibility for test results.

We do not offer any refunds for inconclusive or void test results, including void results due to failure of any test kit that we supply. We may in our discretion offer replacement tests in these cases.

Supplements

We can supply certain supplements as described on our website. These are kits provided by third party manufacturers which we hold as stock and if you purchase these kits you will need to agree to the terms of the testing companies, for example in relation to the instructions for taking the supplements. Please also note:

The images of the supplements on our site are for illustrative purposes only and the packaging may vary from that shown in the images.

Delivery is subject to any restrictions we explain on the website.

The supplements are intended for use only in the UK and we do not warrant that the supplements comply with the laws, regulations or standards outside the UK. If you order supplements for delivery to an international destination, you must comply with all applicable laws and regulations of the country for which the supplements are destined. We will not be liable or responsible if you break any such laws.

We aim to send you supplements so that they arrive during the date and/ or time slot we have specified. However, we are not responsible for delays in delivery (a) if due to circumstances beyond our reasonable control and where we could not have taken reasonable steps to deal with the delay or (b) if you have not given us adequate delivery instructions. Delivery is complete once the supplements are delivered to you and the supplements are at your risk from that time.

Ongoing support including from GPs

We provide ongoing support around the clock, including through our AI-assisted chatbot, email, or direct conversations with our in-house longevity consultants.

You can access medical advice through our network of third party private GPs and various specialists as described on the website. Please note that we are not responsible for the services provided by these medical practitioners, and you will need to agree to their terms if you wish to use their services. If you consent, they will share the results of your tests with us.

When you buy Services from us you are agreeing that:

We only accept orders following the process set out in section 3 of these terms.

Sometimes we reject orders.

We charge you when we accept your order for Services.

We're not responsible for delays outside our control.

You're responsible for making sure the information you provide us with is accurate and up to date, and your failure to do so may impact our ability to provide you with Services.

If you purchase Services online, you have a legal right to change your mind.

You can end an on-going contract with us.

You have rights if there is something wrong with our Services.

We can change our Services and these terms.

We can suspend supply of our Services in certain situations (and you have rights if we do).

We can withdraw our Services in certain situations.

We can end our contract with you.

We don't compensate you for all losses caused by us or our Services.

We use your personal data as set out in our privacy policy.

We will always do our best to resolve disputes.

Other important terms apply to our contract with you.

3 **PLACING AN ORDER AND ITS ACCEPTANCE**

To receive Services you will need to enter into a contract with us. Your contract will be between you and Netmind Life. The process set out below will apply to form the contract:

Placing your order. Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the Services specified in the order subject to these terms.

Correcting input errors. Our order process allows you to check and amend any errors before confirming your order. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

Accepting your order. Our acceptance of your order takes place when we send an email to you confirming that we accept it, at which point the contract between you and us will come into existence.

If we cannot accept your order. If we are unable to supply you with our Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount including any delivery costs charged as soon as possible.

4 **COSTS AND PAYMENT**

We charge you when we accept your order. The price of the Services is as set out in the information on our website. Our prices may change at any time, but price changes will not affect any Services that you have ordered.

Delivery charges. The price of the Goods may not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. Payment for the Services and all applicable delivery charges is in advance.

Blood testing and GP services: We will take payment for these Services when you order them, as described on the website. We will pass these payments to the providers, subject to retention of our commission.

At-home testing kits and supplements: We will take payment when you order these Services, which will be the time at which you confirm your selection. You will be given the opportunity to confirm your selection where we recommend an at-home testing kit or supplement for you. If you do not confirm the recommended selection within the time period identified on the website then you will be deemed to have confirmed our recommended selection when the relevant time period expires.

Method of payment. All payments of invoices can be made via debit or credit card, or via bank transfer.

Monthly Payments. You understand and accept that where you choose to make monthly payments, each monthly payment will automatically be charged to the debit or credit card registered with us without notification each month until you cancel your order. If your selection of at-home testing kits or supplements changes during a month you will need confirm your selection before we take payment and your monthly payments will be updated to reflect this. If any payment cannot be taken from the debit or credit card registered with us, we have the right to suspend any Services that you have ordered until the relevant payment has been received. In the event of a failed payment, a reminder will be sent to you via the email address registered with us. We will not be obliged to refund any monthly payments that you have paid previously in respect of Services that you have already received.

International import duties and taxes. If you order at-home testing kits or supplements for delivery to an international destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You are fully responsible for payment of any such import duties and taxes.

5 **YOUR RESPONSIBILITIES**

You are responsible for making sure the information you provide to us is full, accurate, and truthful

You will need to provide us with certain information for us to provide the Services, including during the onboarding assessment and when ordering other Services. You will need to let us know about any changes to information previously provided. Information that we may need includes personal and medical information about you and anyone on whose behalf you are accessing the Services.

If you do not or cannot provide us with the information we need as described above we may not be able to provide the Services to you. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. The same applies if we discover that the information you have provided is incorrect or misleading.

You must inform us without delay of any change in your personal circumstances that may be relevant to any order for Services.

6 **YOUR LEGAL RIGHT TO CHANGE YOUR MIND**

If you entered into a contract with us online, you have a legal right to change your mind within a 14 day cooling off period.

You have a legal right to change your mind about your purchase and receive a refund of what you paid for it. This is subject to some conditions, as set out below.

When you can't change your mind. You can't change your mind about an order for Services once you have expressly requested our Services during the 14 day cooling off period, and if we have accepted your offer for us to provide Services to you in the manner described in section 3 above then you acknowledge that we will perform our obligations in providing the Services as soon as your request is made.

The deadline for changing your mind. If you change your mind about purchasing our Services you must let us know no later than 14 days after the day we confirm we have accepted your order.

At-home testing kits and supplements. If you cancel an order for an at-home testing kit or supplements, you will only be entitled to a refund if you return the kits and supplements to us unopened and undamaged.

How to let us know. To let us know you want to change your mind, contact us at clientsupport@netmind.life.

Services already received. You have to pay for Services you received before you change your mind.

When and how we refund you. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment.

We don't charge a fee for the refund but we reserve the right to charge for any costs that we have incurred as a result of you cancelling your contract with us, including where you cancel having expressly requested our Services during the cooling off period. For example, this may include the administrative costs incurred in arranging for the Services to be provided to you.

7 **OUR RIGHTS**

We can change Services and these terms

Changes we can always make. We can always change a Service:

- 7.1 to reflect changes in relevant laws and regulatory requirements;
- 7.2 to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect the Services being provided to you.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the Services or these terms, but if we do so we'll notify you and you can then contact us at clientsupport@netmind.life to end the contract before the change takes effect and receive a refund for any Services you've paid for in advance but not received:

[OUTLINE OF ANTICIPATED CHANGES].

We can suspend the supply of a Service. We do this to:

- 7.3 deal with technical problems or make minor technical changes;
- 7.4 update the Services to reflect changes in relevant laws and regulatory requirements; or
make changes to the Services.

We can withdraw Services. We can stop providing an ongoing Service. We will let you know with as much advance notice as possible and we will refund any sums you've paid in advance for Services which won't be provided.

We own the intellectual property rights in any material that we send to you. Any information that we send you is owned by Netmind Life and you are not entitled to reproduce or copy this.

We're not responsible for delays outside our control. If our provision of the Services is delayed by an event outside our control, such as floods, droughts, earthquakes or other natural disaster, epidemics, pandemics, terrorist attacks, civil wars, fire, explosion or accident, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us at clientsupport@netmind.life to end the contract and receive a refund for any Services you have paid for in advance, but not received, less reasonable costs we have already incurred.

8 **TERMINATION OF OUR CONTRACT WITH YOU AND CONSEQUENCES**

We can end our contract with you if:

- 8.1 you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due.
- 8.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Services, or the information you have provided is untruthful.
- 8.3 you seriously (as determined by us) or repeatedly breach any of these terms, including but not limited to, if you do not make any payment to us in accordance with these terms.

You may cancel your order for Services at any time but may incur costs. You may cancel a part of or all of the Services you have ordered at any time by contacting us at clientsupport@netmind.life. In the event that you cancel your Services at short notice or on a continual basis, we reserve the right to retain the reasonable costs that we have incurred for Services already supplied or as a result of your cancellation.

You may also cancel the contract for Services for the following reasons:

- 8.4 if the Services are misdescribed.
- 8.5 we have told you about an upcoming change to the Services or these terms which you do not agree to.
- 8.6 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed.
- 8.7 there is a risk that supply of the Services may be significantly delayed because of events outside our control.
- 8.8 you have a legal right to end the contract because of something we have done wrong.

In such circumstances, we will refund any sums you have paid in advance for Services which will not be provided.

9 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU AND DISCLAIMERS**

We do not compensate you for all losses caused by us or our Services.

We are responsible for losses you suffer caused by us breaking our contract with you, unless the loss is:

- 9.1 Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 9.2 Caused by a delaying event outside our control.
- 9.3 Avoidable. Something you could have avoided by taking reasonable action (for example, if you misuse any of our Services).
- 9.4 Except as set out above our liability to you for any loss or damage you suffer is limited to the total amount of charges you have paid to us for Services received.
- 9.5 Third parties. Third parties which carry out services, such as blood testing services and GP services are responsible for those services. You accept that you are entering into a separate contract with any such third party for those services, and we do not accept any liability for those services.
- 9.6 To the fullest extent permitted by law we make no warranty that our email communication in relation to the Services will meet your requirements or be uninterrupted, 100% secure or error-free, or that

defects, if any, will be corrected. We are not responsible for transmission errors **or any corruption or compromise of data carried over local or interchange telecommunication carriers.**

10 **OTHER IMPORTANT TERMS THAT APPLY TO OUR CONTRACT**

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

We use your personal data as set out in our Privacy Notice. How we use any personal data you give us is set out in our Privacy Notice: [\[LINK\]](#).

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.