



TERMS AND CONDITIONS OF USE

IMPORTANT NOTICE

PLEASE READ AND REVIEW THESE TERMS AND CONDITIONS OF USE CAREFULLY.

Please read these terms and conditions of use (“**Terms or Terms and Conditions**”) carefully before using our Environmental S-Drive (“**Product**”) which is offered to you (“**You, Your or User**”) by Cell Wellbeing Limited (“**Company or We**”).

1 Acceptance of Terms and Conditions

These Terms and Conditions will apply when you engage with any [**Provider**] for the purposes of using the [**Product**]. Please note that by clicking the “I ACCEPT” button, you agree to be bound by the Terms and Conditions described herein. If you do not agree to all of these Terms and Conditions, do not use any of the Company’s [**Product**] offered to you.

2 Changes to the Terms and Conditions

The Company reserves the right to change or modify these Terms and Conditions, at any time without notice and in our sole discretion.

3 Privacy Policy

- 3.1 Any personal or individually identifiable information, such as your e-mail address, name, mailing address, telephone number, identification document number, credit card number or persistent identifier which is associated with individually identifiable information will ONLY be stored by the [**Provider**]. If you choose not to provide your personal information to the [**Provider**], do not use any of the Company’s Product offered to you.
- 3.2 No identifiable information and email address will be transferred to the Company by the [**Provider**] and stored by the Company.
- 3.3 By using the Product, you acknowledge and agree that the Company will conduct the process using your hair samples and generate a report, including the sharing of your email address with an approved third party company, which you will be given the opportunity to opt out of.

4. Limitation of Liability

- 4.1 To the fullest extent permitted by law, the Company excludes all liability and that of any [**Provider**] for any loss or damage whatsoever whether arising directly or indirectly out of or in connection with the using of the Product.

- 4.2 The information, software and products included in or available through the Product provided may include inaccuracies or errors. Neither the Company nor any **[Provider]** shall be liable for any loss or damage resulting from such inaccuracies or errors.
- 4.3 You agree that the Company shall not in any event be liable for any claim, loss, damage, injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or for any other reasons whatsoever relating to any information included in or available through the Report forwarded by the Company to its subsidiaries, affiliates or any third party companies for the purpose performing certain business related functions.

5. Intellectual Property Rights

Unless otherwise indicated, all images, text, graphics, videos, audio, design, layout, look, appearance, logo, information, code, scripts, programming, and other material and files used or contained herein are protected by copyright, trademark or other proprietary rights as the intellectual property of the Company or its subsidiaries, affiliated companies or third party licensors. You shall not distribute, download, modify, publish, alter, modify, sell, reproduce, license or copy in full or in part any of the material of the **[Report]** without the prior written consent of the Company.

6. Disclaimer

By using the Product and agreeing to the reporting process, you accept that:

- 6.1 The scanning and reporting process is not a conventional medical test and does not provide medical information or information that can be used to diagnose or treat medical conditions.
- 6.2 You should not rely on any advice or information received via the Report for your personal or medical decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- 6.3 We make no representations, warranties or assurances as to the accuracy or completeness of the information provided within the Report and no reliance should be placed thereon, the Product is not approved by any medical authority. In particular, you should not rely on the information provided for the purposes of any medical condition or treatment relating to yourself or any other person. Such information is not intended to be a substitute for the advice of a health care professional, or a recommendation for any particular treatment plan. You are advised to consult a health care professional. We shall not be liable, under any circumstances, for any damage, loss or injury resulting from any form of use of or reliance upon, the information provided within the Report.

7. Security



We are unable to guarantee that third parties will not be able to independently gain access to confidential information or data (including without limitation information contained in the Report) passing to you via the [**Provider**]. Accordingly, we do not accept any responsibility or liability whatsoever for any loss or damage suffered or incurred by you as a result of any use or miss-use of any such confidential information or data by any such third party and you agree and acknowledge that your use of the Product shall be solely at your own risk.