

GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTC) of HEALTHY-LONGER GmbH, Zurich, for the use of the Web Shop and the purchase of Products in the Web Shop.

1 SUBJECT MATTER

These General Terms and Conditions ("**GTC**") govern the use of the Web Shop ("**Web-Shop**") operated by Healthy-Longer GmbH ("**HL**", "**we**", "**us**") and the sale of Products offered in the Web Shop ("**Products**") to its customers ("**Customer**" or "**you**" / "**yours**").

The protection of your personal data is governed by the Privacy Policy of HL (see separate document on our webpage).

2 THE PRODUCTS AND SERVICES OFFERED BY HL

The products offered by HL in the web shop are over the counter, non-pharmacy medical self-tests and test kits with which you as a customer can make use of the services of HL ("**Services**"). HL's Services are test analysis and, based thereon, science-based preventive nutrition recommendations.

3 CARRYING OUT TESTS AND USING SERVICES

You can use the Products purchased in the web shop at home to carry out self-tests. If an analysis and/or evaluation in a laboratory has been agreed, you can send the tests carried out directly to the laboratory responsible.

Each Product comes with an online-ID and carries the name of HL.

The Services of HL in the form of a personalized report can be accessed in your HL account.

4 USE OF THE WEB SHOP AND PURCHASE OF PRODUCTS IN THE WEB SHOP

Your Account

If you use HL's Web Shop, you are responsible for keeping your account information (username and password) secure and for restricting the access to your computer that is used to access the web store. You warrant and represent that the information provided to us regarding the use of the Web Shop is accurate, complete and will be updated by you should such information change.

HL reserves the right to restrict or block your access to the Web Shop and to close your account if you violate any legal provisions or these GTC.

Minors

The Products offered in the Web Shop can only be purchased by adults. If you are under 18 years old, you may use the Web Shop to purchase Products only with the participation of a parent or guardian.

Communication with HEALTHY-LONGER GmbH

By using the Web Shop or sending an e-mail to HL, you are communicating with us electronically. You consent to HL communicating with you electronically for contractual purposes and to HL sending you all consents, notices, or other communications electronically, unless mandatory legal requirements dictate a particular form.

5 PURCHASE ORDERS AND CONFIRMATION OF PURCHASE / PAYMENT CONDITIONS

The presentation of Products in the Web Shop is not a legally binding proposal, and only represents a non-binding online catalog. You do not place a binding order for the Products in the shopping cart until you click the "Please pay here" button on the order page. The confirmation of receipt for this order is immediately sent by automated e-mail and does not yet constitute acceptance of your order. We will then check your order and the availability of the ordered Products. A purchase contract between you and HL is only concluded when we send you a respective order confirmation by email.

The Products can only be purchased online by credit card.

6 RIGHT OF REVOCATION

HL grants you as a customer a voluntary fourteen (14)-days right of revocation. You are entitled to revoke the purchase of your Product without stating reasons within fourteen (14) days after receipt of the Product by email or by letter. The revocation in text form is to be addressed to:

HEALTHY-LONGER GmbH
c/o Roland Pfeuti
Querstrasse 7
8050 Zürich
info@healthy-longer.com

The exercise of the right of revocation leads to the conversion of the purchase contract into a return relationship, after which the services received under the purchase contract must be refunded. In case of revocation, please send us the Products immediately, at your own costs, with the original packaging no later than ten (10) days upon your declaration of revocation to the following address:

HEALTHY-LONGER GmbH
c/o Roland Pfeuti
Querstrasse 7
8050 Zürich

Please note that we do not grant a right of revocation for opened or damaged Products. HL will refund the purchase price within thirty (30) days upon receipt of the returned, unopened, and undamaged Products.

If there is no right of revocation, you must bear the costs of a return and reshipment. For all other defects of the Products, which are non-transparent damages, the legal warranty rules apply. Instead of demanding rescission or reduction, you will instead enable HL to promptly replace defective Products with defect-free ones.

7 TRANSFER OF RISK AND RETENTION OF TITLE

Risk and title regarding the ordered Products are transferred to you by HL upon handover to HL's delivery service provider. The delivered Products remain the property of HL until full payment has been made. You agree that HL is entitled to have the ordered Products entered in the retention of title register of your place of register.

8 RIGHT OF RETURN, TRANSPORT DAMAGE AND WARRANTY

You are obliged to check the delivery immediately for completeness, correctness, and intactness. You must report any complaints regarding the delivery of individual Products to HL as soon as possible (but no later than eight (8) days after receipt of the Products).

Delivered Products that do not correspond to your order will be replaced by HL immediately. Please understand the HL can only exchange packed and undamaged Products. HL will bear the return costs for Products that have not been delivered correctly.

If your ordered Product has been damaged during transport, HL will refund you free of charge at its discretion. We ask you to return the damaged Product to HL and to inform HL in writing of the damage.

For all other defects of the Products (non-transport damages), the legal warranty rules apply. Instead of demanding rescission or reduction, you enable HL to immediately replace defective Products with defect-free ones.

9 DATA PROTECTION

We take the protection of your personal data seriously. Please consider our Data Protection Policy which forms part of this GTC for further information.

10 WARRANTIES / LIMITATION OF WARRANTIES

HL does not warrant the fitness of the Products and/or that the Services will improve your health or your medical conditions.

11 LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any indirect or consequential damages (including loss of profits, unrealized savings, additional expenditures), except to the extent such damages are the result of gross negligence or willful misconduct of the other Party.

12 FINAL PROVISIONS

If any provision of these GTC should be invalid or unenforceable under applicable laws, the relevant provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of the Agreement shall constitute to be binding and in full force and effect. Instead of the invalid or unenforceable provision, a rule shall apply that achieves as closely as possible the initial intention of the Parties drafting the invalid or unenforceable provision.

Any amendments of or to this GTC (including amendments of this Section) are valid only if made in writing. HL has however the right to amend this GTC from time to time.

Rights and obligations arising from these GTC shall be governed by substantive Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance is Zurich, Canton of Zurich. The place of jurisdiction is at the registered office HL; however, HL has the right to bring the dispute before any other courts that would normally have jurisdiction over you in the absence of an agreement on the above-mentioned place of jurisdiction.

Zurich, November 2021