

Terms and Conditions (GTC)

As of 01.11.2018

1. Scope

1.1 These General Terms and Conditions (hereinafter referred to as the "Terms and Conditions") of DNA4me GmbH (hereinafter referred to as the "Provider") apply to all contracts that a consumer (hereinafter "Customer") concludes with the Provider via the services described at www.dna4me.eu.

1.2 Consumer within the meaning of these Terms and Conditions is any natural person who concludes a legal transaction for purposes that are predominantly neither their commercial nor their independent professional activity can be attributed.

2. Services provided by the Provider

2.1 The Provider sells DNA tests, supplements, and personalized skin care executed by Novogenia GmbH, Eugendorf. The exact service content results from the respective service description on the website or from the respective offer of the Provider.

2.2 DNA4me GmbH is liable for the correct and secure transfer of the order to Novogenia GmbH.

3. Conclusion of contract

3.1 Services of the Provider whose contents are precisely defined in the service description on the Provider's website can be ordered directly via the Provider's website or by means of a written order or the pre-printed order form.

3.2 In the case of an online order, the Customer must provide his name, address, any additional contact details such as telephone number or e-mail address, as well as his preferred method of payment, just as with a written order. The selected products are then placed in a virtual shopping cart. By clicking on the button "BUY", which concludes the order process, a legally binding contract offer is made in relation to the goods contained in the shopping cart.

3.3 The Provider may accept the offer of the Customer within five days,

- by sending to the Customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the Customer is decisive, or
- by delivering the ordered goods to the Customer, in which case the access of the goods to the Customer is decisive, or
- by asking the Customer to pay after submitting his order.

If several of the aforementioned alternatives exist, the contract is concluded at the time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day following the date on which the offer is sent by the Customer and ends on the fifth day following the dispatch of the offer. If the Provider does not accept the offer of the Customer within the aforementioned period,

this shall be deemed a rejection of the offer with the consequence that the Customer is no longer bound by his declaration of intent.

3.4 When placing an offer via the online order form of the Provider, the contract text is stored by the Provider and sent to the Customer after sending his order summary and the present terms and conditions by e-mail.

3.5 Order processing and contacting are usually carried out by e-mail and automated order processing. The Customer must ensure that the e-mail address specified by him for the order processing is correct, so that the e-mails sent by the Provider can be received. In particular, when using SPAM filters, the Customer must ensure that all e-mails sent by the Provider or by third parties commissioned with the order processing can be delivered.

4. DNA test kit

This section applies to the ordering of all DNA test kits offered, the submission of DNA samples to the Provider's partner, Novogenia GmbH, the acceptable use of such samples, and the resulting DNA results ("DNA Reports"). For the detailed conditions for the respective products, the Provider here refers to the terms and conditions of his partner Novogenia GmbH:

<https://www.novogenia.com/at/Footer/AGB>

4.1 By submitting a DNA sample for testing, the Customer declares that they are at least eighteen (18) years old and declares that they have read and understood the terms and conditions. The Customer also declares that they agree with this agreement as well as with the collection and use of their DNA sample and DNA results and the calculation and provision of the DNA reports by the partner of the Provider, Novogenia GmbH.

4.2 By submitting DNA samples to Novogenia GmbH, the Customer agrees to their terms and conditions and gives Novogenia GmbH permission to directly or indirectly extract the DNA from the samples, conduct genetic analysis using currently available DNA methods and those developed in the future to submit the results of the tests performed for the provision of the DNA reports to him and others authorized by the Customer, and to save the samples for further genetic testing and to allow the Customer to download the DNA results.

4.3 Novogenia GmbH, as a partner of the Provider, will, if required by the Customer, destroy the DNA samples provided by them. To request the destruction of the DNA samples, please contact the Provider via the contact details "**office@dna4me.eu**" in the section below.

4.4 In the event that the Customer has any of the following experiences, the Customer should contact the Provider with the contact details "**office@dna4me.eu**" and the Customer will receive a replacement DNA test kit from the Provider free of charge delivered to the address provided at the time of purchase:

- The DNA Test Kit has not reached the Customer's shipping destination within thirty (30) days of purchase.

- The DNA Test Kit has not been received by the laboratory within thirty (30) days of the date on which the client sent it.
- The Customer has received a damaged DNA test kit.

4.5 If testing of the Customer's DNA sample fails, the Provider will send them a new DNA test kit at no additional charge so that the Customer can submit a new DNA sample to the Provider or Novogenia GmbH. The DNA Test Kit will be sent to the address that the Customer has stated on their records at the time of purchase.

5. Right of withdrawal

5.1 If the Customer acts as a consumer, he has a right of withdrawal.

5.2 If the Customer cancels the order of the DNA test kit before the DNA sample has arrived in a laboratory of Novogenia GmbH, he is entitled to a refund. In order to cancel or claim the refund, the Customer must contact the Provider either in writing or via email at **office@dna4me.eu**. The refund includes the analysis costs, as well as printing and shipping, with the exception of the cost of the test kit, as well as its shipping costs. All refunds are made on the original credit card used to make the purchase. The Customer allows for a reasonable period for the refund to his account.

6. Prices and terms of payment

6.1 The services of the Provider are chargeable. The amount of the remuneration as well as the related payment modalities result from the respective service description or from the respective offer of the Provider.

6.2 Unless otherwise stated in the product description of the Provider, the indicated prices are total prices, which include the statutory value added tax. Separate postage and shipping costs are shown in the order form.

6.3 Payment is due immediately upon conclusion of the contract.

6.4 The Customer can use the payment options SEPA Direct Debit, credit card payments via Mastercard and VISA, which are processed via the payment service provider Stripe, Inc., Suite 550, 185 Berry Street, San Francisco, CA 94107, United States and card complete Service Bank AG, Lasallastraße 3, 1020 Vienna.

7. Delivery and shipping conditions

7.1 The Customer's order will be delivered to the delivery address specified by the Customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the order processing of the Provider is decisive.

7.2 If the transport company sends the goods back to the Provider, as delivery to the Customer was not possible, the Customer bears the costs for the unsuccessful shipping. This does not apply if the Customer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless the Provider has announced the delivery slot at a reasonable time in advance. Furthermore, this does not apply to the cost of the consignment, if the Customer exercises his right of withdrawal effectively. In case of

the Customer's effective exercise of the right of withdrawal, the cancellation policy applies to return costs as therein specified.

7.3 Pickup is not possible for logistical reasons.

8. Privacy and security

8.1 Data protection is a special concern of the DNA4me GmbH. Therefore, the Provider will take all commercially reasonable and technical, physical and administrative measures to protect the information provided by the Customer against loss, unauthorized access, use, alteration or disclosure. However, the Provider cannot guarantee that unauthorized third parties will never be able to thwart these measures or use their personal data for abusive purposes. The Customer therefore acknowledges that he provides his personal data at his own risk.

8.2 The genetic analyses are carried out by the laboratory Novogenia GmbH, which is certified in Austria. By using the DNA services, the Customer agrees that their personal data will be transferred to Novogenia GmbH and processed there. In this context, the Provider therefore also refers to the data protection provisions of Novogenia GmbH for the respective offers, see www.novogenia.com/at/Footer/AGB.

For details please refer to the following regulations at Novogenia GmbH:

Data is kept separately

The identity of a Customer is stored separately from the analysis results and stored on an independent security server. The connection between these data can be made by the authorized personnel only by fingerprint verification and password input. In this way, the data is completely secure even in the event of burglary and computer theft.

Fingerprint verification

During the analysis process, staff must verify with fingerprint multiple times to perform the next step of the analysis or to evaluate results. If a computer terminal is not used for two minutes, it will be disabled and can only be reactivated by a valid fingerprint. In this way, the results and processes are accessible only to authorized personnel.

Encrypted sample identity

After receiving a sample, it is provided with an encrypted number code, after which the Customer data is loaded onto the security server and securely locked. Only the numerical code is used for the analysis, and the customer's identity is not visible even to the person performing the work.

Encryption for external analysis

If the sample has to be analysed in a laboratory other than Novogenia GmbH, the sample will be provided with an encrypted numerical code before shipment. In this way, even the performing laboratories have no access to the customer's identity. Data security is thus ensured in this process as well.

9. Liability for defects (warranty)

9.1 If the purchased item is defective, the provisions of the statutory liability for defects shall apply.

9.2 The Customer is requested to complain to the delivery service responsible for the delivered goods with obvious transport damage and to inform the Provider thereof. If the Customer does not comply, this has no effect on his statutory or contractual claims for defects.

10. Applicable law

For all legal relations of the parties, the law of the Federal Republic of Austria applies, excluding the laws on the international purchase of movable goods. For the Customer, this choice of law applies only to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the state in which the Customer has their habitual residence.

11. Information on online dispute resolution

11.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a point of contact for the out-of-court resolution of disputes arising from online purchase or service contracts involving a consumer.

11.2 The Provider is neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

12. Jurisdiction

If the Customer acts as a merchant, legal entity under public law or special fund under public law with its seat in the territory of the Republic of Austria, the exclusive place of jurisdiction for all disputes arising from this contract is the place of business of the seller. If the Customer is located outside the territory of the Republic of Austria, the place of business of the Provider is the exclusive place of jurisdiction for all disputes arising from this contract, if the contract or claims from the contract can be attributed to the occupational or commercial activity of the Customer. However, in the above cases, the Provider is in any case entitled to call the court at the customer's place of business.