

# Better™ Terms and Conditions

Thank you for choosing Better™, a personalized health and nutritional consulting service operated by Mig Medison Global LTD, Israel. By using Better's services, including genetic testing, nutrition plans, and teleconsultation you agree to the following Terms and Conditions:

## 1. Services Offered

Better™ provides personalized health services, including genetic testing, teleconsultation with healthcare professionals, and nutrition advice. Services include the collection and analysis of DNA through saliva and/or blood samples, the delivery of test results, and customized meal plans based on the results. By using these services, you accept these terms and conditions.

## 2. Accounts

To use our Services, you are required to create an account ("Account"). By registering for an Account, you gain access to password-protected areas of the Site and can use specific Services offered through it. Each Account is associated with a unique email address. You agree to provide accurate and truthful information when creating your Account, including but not limited to your email address, name, mobile number, date of birth, and password, and to keep this information up to date. You also confirm that you will only use your own Account and personal details when communicating with us for the Services. Your Account information is personal, and you are solely responsible for maintaining its confidentiality. You remain accountable for all actions taken under your Account and agree not to allow anyone else to use it.

## 3. Account safety

If you are assigned or choose a user identification code, password, or any other security information, you must keep this information confidential and not share it with any third party. We reserve the right to disable any user identification code or password, whether selected by you or provided by us, if we believe you have violated any terms of these Terms of Use. If you suspect that someone else knows your user identification code or password, you must notify us immediately at [support.il@getbetter.bio](mailto:support.il@getbetter.bio). We advise against using public computers to access the Site or Services. Additionally, we recommend not saving your password in your web browser or other software and using a strong, complex alphanumeric password for your account. Your password must not be shared or transferred to anyone else.

#### **4. Our trademarks are registered**

Certain names, logos, and other materials displayed on the Site or in the Services may be trademarks or trade names of Better™ or other entities. You are not permitted to use any such trademarks or trade names without our written authorisation. Ownership of all such trademarks and trade names remains with us or those other entities.

We do not warrant that access to or use of the Site will be uninterrupted or error-free or that defects in the Site will be corrected. This Site, including any content or information contained within it or any Service, is provided “as is,” with all faults, with no representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, quality of information, quiet enjoyment, and title/non-infringement. We do not warrant the accuracy, completeness or timeliness of the information obtained through the Site.

We make every effort to ensure video consultations maintain a viable internet connection but we are not responsible for the internet or data bandwidth and signal of your mobile device, nor transmission errors.

You assume total responsibility and risk for your use of this Site, the Service, and linked websites. We do not warrant that files available for download will be free of viruses, worms, trojan horses or other destructive programming. You are responsible for implementing procedures sufficient to satisfy your needs for data back up and security.

#### **5. Health and Medical Disclaimer**

Better™ provides health-related information based on genetic test results, but this does not replace professional medical advice. Users must consult their healthcare provider before making health decisions based on the information provided. Better™ is not responsible for the accuracy of test results or their applicability to individual health conditions.

Emergencies: Telehealth services are not suitable for emergencies. In the case of a medical emergency, contact emergency services or visit a healthcare facility immediately.

#### **6. Genetic Information and Consent**

By using Better™'s genetic testing services, you consent to the collection, analysis, and storage of your genetic data. You understand and agree that:

- The testing services may involve the collection and analysis of DNA through a saliva or blood sample, and you will receive a report based on the analysis.

- You must consult with a healthcare provider before making lifestyle changes based on genetic test results.
- Your genetic data will be securely stored and used for R&D purposes only with your explicit consent, as described in our Privacy Policy.
- Genetic testing is for informational purposes only, and results may not always be conclusive.

## **7. Data Privacy and Security**

Better™ is committed to protecting your personal and genetic data. All personal information and samples are processed in compliance with data protection laws. Your data is stored securely, and you have the right to request the deletion of your data at any time by contacting support.il@getbetter.bio.

For more details, refer to our [Privacy Policy](#).

## **8. Subscription and Fees**

Better™ offers subscription plans for genetic testing, teleconsultations, and nutritional services. Fees for services, including the cost of testing kits, teleconsultations, and other services, will be charged via secure payment gateways. These fees and charges will be billed to the debit/credit card (including but not limited to Visa, MasterCard, American Express, and Discover) you have provided in your Account. You also agree that no additional notice or consent is required for us to debit these amounts from your card. Users are responsible for keeping payment methods up to date. If applicable, you agree to pay all fees or charges to your account based on our fees, charges, and billing terms in effect as detailed our Site. We reserve the right to change prices at any time and do not provide price protection or refunds in the event of promotions or price decreases.

## **9. Use of Material on Our Site and Interaction with Platform Dietician**

We are the owner or the licensee of all intellectual property rights on our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify any paper or digital copies of any materials or medical reports you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes.

If you print off, copy or download any part of the Site in breach of these Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We grant you a limited, non-exclusive right to access the Site and use the Services for our personal and non-commercial use as permitted herein.

You agree that you will not use the Site to violate any applicable laws, distribute viruses or harmful computer code, or attempt to disassemble or reverse engineer any software on the Site.

You also agree to not engage in any abusive, inappropriate or unlawful behaviour when communicating with the Site or the Platform Dieticians. You agree not to contact, or attempt to contact, any Platform Dieticians outside of the Site.

We are not responsible for websites we link to

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as an approval or endorsement by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

The Site may include information and materials uploaded by other users of the Site. This information and these materials have not been verified or approved by us. Any views expressed by other users on our Site do not necessarily represent our views or values.

If you wish to complain about information and materials uploaded by any other users please contact us at [support.il@getbetter.bio](mailto:support.il@getbetter.bio)

## **10. Uploading content to our site**

Any content you upload to our Site will be considered non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited license to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards.

You are solely responsible for securing and backing up your content.

Rights you are giving us to use material you upload

When you upload or post content to our Site, you grant us and any Platform Dieticians providing the Services a non-exclusive enduring right to use that content.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our site is stored or any server, computer or database connected to our Site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the UK Computer Misuse Act 1990, in addition to local criminal laws where you are located. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

## **11. Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with our content standards.

## **12. Nutrition Services**

Nutrition counseling services are designed to provide guidance and support for individuals seeking to improve their overall health and well-being through dietary choices. It is essential to understand that nutrition counseling is not a substitute for professional medical advice, disease management, or formal medical diagnosis.

Individuals with existing medical conditions, specific dietary restrictions, or those seeking formal medical diagnosis should consult with a licensed medical doctor. Nutrition counseling should be considered as a complementary approach to promote healthy lifestyles and dietary choices but

should not be used as a sole means for managing or diagnosing medical conditions. Always consult with a healthcare provider for personalized medical advice and treatment tailored to your individual needs.

### **13. Limitation of Liability**

WE AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, SALES OR REVENUE, LOST DATA, LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. PLEASE NOTE THAT WE ONLY PROVIDE THE SITE FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR SITE FOR ANY COMMERCIAL OR BUSINESS PURPOSES.

### **14. Force Majeure**

We will not be deemed to be in breach of these Terms of Use or liable for any breach of these Terms of Use or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

### **15. Indemnification**

You agree to indemnify, defend and hold harmless us and our officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal fees, resulting from, or alleged to result from, your violation of these Terms of Use or applicable law, or access by anyone accessing the Site using your user ID and password.

## **16. Service Limitations and Accuracy**

Genetic testing services are provided "as is" and without any warranty. Due to the limitations of genetic sequencing technology, there may be errors or incomplete data in the test results.

Better™ will make its best effort to ensure accuracy, but users acknowledge that results should not be the sole basis for health or lifestyle changes.

## **17. Data Sharing and Research Consent**

Your genetic data will not be shared with third parties without your explicit consent, except as required by law. Users may choose to participate in research by providing additional consent for the anonymized use of their genetic data in R&D activities. Participation in research is voluntary, and users can opt out at any time.

## **18. Intellectual Property Rights**

All content provided by Better™, including genetic reports, consultation notes, and dietary plans, is the property of Better™ or its licensors. You may not use, modify, or distribute the content for commercial purposes without prior written consent from Better™.

## **19. Termination of Services**

Better™ reserves the right to terminate or suspend your account and access to services if you violate these terms or fail to comply with applicable laws. In case of termination, any remaining subscription fees will not be refunded.

## **20. Governing Law and Dispute Resolution**

These terms and conditions are governed by the laws of Israel. Any disputes arising from the use of Better™ services will be resolved through arbitration in Israel.

## **21. Changes to Terms and Conditions**

Better™ reserves the right to update or modify these terms and conditions at any time. Users will be notified of any changes, and continued use of the platform will constitute acceptance of the revised terms.

## **22. Contact Information**

If you have any questions regarding these terms and conditions or our services, please contact us at [support.il@getbetter.bio](mailto:support.il@getbetter.bio).