

AGREED TERMS

Global Health Tests has agreed to provide various testing services to you subject to and in accordance with these terms and conditions. If you place an order for our services, you do so on the basis that the terms and conditions set out in this agreement apply to that order.

1. ABOUT US

- 1.1. Global Health Tests Limited (company number 11768987) (**we** and **us**) is a company registered in England and Wales and our registered office is at 71 Shelton Street, Covent Garden, London WC2H 9JQ.
- 1.2. We operate the website www.healthbeings.world
- 1.3. To contact us for support or assistance or email partners@healthbeings.world

2. INTERPRETATION

- 2.1. **Definitions:** **you** and **your** refers to the business placing an order for our services in accordance with these terms and conditions (**Terms**). References in these Terms to agreement mean the agreement between you and us for the use and provision of the testing services referred to in clause 3.2.
- 2.2. **Headings.** Clause headings shall not affect the interpretation of this agreement.
- 2.3. **Writing.** A reference to **writing** or **written** includes e-mail.

3. OUR CONTRACT WITH YOU

- 3.1. These Terms apply to the order by you and supply of testing services by us to you. No other terms are implied by trade, custom, practice or course of dealing.
- 3.2. The testing services we provide include the allergy, intolerance and bio resonance services as more particularly described on the Website, as may be revised from time to time (**Testing Services**).
- 3.3. These Terms comprise is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.

4. OUR OBLIGATIONS

- 4.1. We shall use our lab management system, (the **System**) to provide the Testing Services we conduct of each sample submitted by you (**Test**).
- 4.2. We will use reasonable endeavours to supply the Services and deliver the Test results in accordance with these Terms.
- 4.3. We anticipate being able to process each Test you submit to us within a period of not more than 48 hours from the date of receipt into our lab.
- 4.4. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks

and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 4.5. We will use reasonable endeavours to meet the agreed turnaround times for each Test but those times shall be estimates only and time for performance by us shall not be of the essence.
 - 4.6. We will :
 - 4.6.1. cooperate with you in all matters relating to the use of the Services
 - 4.6.2. appoint a manager for the Services to be the key point of contact for you in all matters relating to the Services.
 - 4.7. If we have agreed with you to provide the Services for a specified number of Tests (**Minimum Test Volume**) we will confirm this in writing. You and we may agree to increase the Minimum Test Volume from time to time, any such agreement only to take effect once our consent to an increase has been recorded in writing.
- ### 5. YOUR OBLIGATIONS
- 5.1. You acknowledge and confirm that:
 - 5.1.1. You have had the opportunity to carry out due diligence and conduct your own risk assessment regarding the use of the Services.
 - 5.1.2. If you have any questions about the use of the Services, you have raised them and will commence using our Services in reliance on your own due diligence.
 - 5.1.3. the System is proprietary to us and that you will not claim any rights in or right to use the System other than on the basis set out in these Terms.
 - 5.2. You will:
 - 5.2.1. co-operate with us in all matters relating to the Services;
 - 5.2.2. appoint a manager for the Services to be the key point of contact for all matters relating to the Services;
 - 5.2.3. be responsible for complying with all applicable laws and regulations with regard to offering testing services to your customers;
 - 5.2.4. follows the steps outlined for collation and submission of the Tests to us;
 - 5.2.5. keep secure the password for the System we provide to you and be responsible for ensuring that no unauthorised use of the System takes place;
 - 5.2.6. comply with all reasonable and lawful instructions we give you from time to time concerning the marketing and sale of the Services by you.

- 5.2.7. keep us regularly updated of your anticipated volumes of orders for Tests;
- 5.2.8. indemnify us against any liabilities incurred by you or us as a result of the you breaching any applicable law from time to time in force.
- 5.3. No warranties or representations whatsoever about the efficacy of the Tests are made by us. You will not make or give any representations or warranties or other promises concerning the efficacy of the Tests.
- 5.4. Where applicable you agree to purchase at least the Minimum Volume of Tests (as may be increased from time to time). You acknowledge and agrees that failure to purchase the Minimum **Volume** of Tests will trigger a payment from you to us in accordance with Clause 5.8.
- 5.5. The Client shall purchase Tests only from the Service Provider and shall not for the term of this agreement use or purchase tests equivalent to the Tests which compete with the Tests.
- 5.6. In order to protect our legitimate business interests, you covenant with us that you will not:
 - 5.6.1. carry on;
 - 5.6.2. be engaged, concerned or interested in; or
 - 5.6.3. assist in any way, any business concern which is (or intends to be) in competition with us in relation to the provision of the Testing Services incorporated in these Terms.
- 5.7. You will be bound by the covenant set out in Clause 5.6 during the period you purchase Services from us, and for a period of 12 months after the date of your last order.
- 5.8. If at the end of the relevant period or if we terminate our agreement with you and you have not purchased the agreed Minimum Volume of Tests (where applicable) we shall be entitled to invoice and you shall pay any shortfall between the Minimum Volume of Tests and the aggregate amount paid for the number of Tests actually purchased (**Shortfall Amount**). The Shortfall Amount shall be payable in accordance with Clause **Error! Reference source not found**.

6. FEES AND PAYMENT

- 6.1. In consideration of the provision of the Services by us you shall pay the fees per Test as set out in our email communication.
- 6.2. The fee for the Tests may change from time to time, but we will give you advance warning where that is the case and any increase will only apply to orders placed after the increase is introduced.
- 6.3. You must pay for each Test in advance unless we have agreed credit terms with you. We accept payment via all major debit and credit cards and PayPal.

7. ADVERTISING AND PROMOTION

- 7.1. We agree that you may use our logo in the approved form on your website and those marketing materials where inclusion of the logo is approved by us prior to use, and you agree not to otherwise use the logo or any associated promotional language without our prior written consent.
- 7.2. The right to use the logo granted pursuant to clause 7.1 is a non-exclusive right for the duration of the time we work together. You acknowledge and agree that all rights in the logo shall remain ours, and that you have and will not acquire any right in the logo, except for the right to use it as expressly provided in this these Terms.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
 - 8.1.1. death or personal injury caused by negligence.
 - 8.1.2. fraud or fraudulent misrepresentation; and
 - 8.1.3. any matter in respect of which it would be unlawful to exclude or restrict liability.
- 8.2. References to liability in this Clause 8 include every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3. Subject to clause 8.1 we shall have no liability to you under any circumstances whatsoever arising from the use of the Services by you.

9. TERMINATION

- 9.1. Without affecting any other right or remedy available to it, we may terminate our agreement with immediate effect and cease providing the Services by giving written notice to you if:
 - 9.1.1. you commit a material breach of any of these Terms which breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so.
 - 9.1.2. you fail to pay any amount due to us on the due date for payment; or
 - 9.1.3. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business.
- 9.2. On termination of this agreement:
 - 9.2.1. you shall cease to promote, market, advertise or sell the Tests.
 - 9.2.2. you shall cease to have the right to use our logo.
 - 9.2.3. any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.



10. USE OF PERSONAL DATA

- 10.1. You confirm that all necessary appropriate consents and notices in place to enable lawful transfer of your customer's personal data to us in connection with your use of the Services.
- 10.2. When submitting a Test to us the following information about your customers is included: title, gender, first name, last name, phone number, email address and intolerances and allergens they think/ know they have (**Your Customer Data**).
- 10.3. We will only use Your Customer Data to deliver the Services and, subject to clause 10.4, not for any other reason whatsoever. We will delete Your Customer Data within a reasonable period after completion of delivering the Services in respect of each Test.
- 10.4. We may use the results of Tests for research and other purposes but in doing so will not make any reference to the personal data in Your Customer Data.

11. GENERAL

- 11.1. Assignment and other dealings.
 - 11.1.1. You shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under this agreement without our prior written consent.
 - 11.1.2. We may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
- 11.2. **Variation.** No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.3. **Third party rights.** This agreement 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.
- 11.4. **Governing law and Jurisdiction.** These Terms are governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with these Terms.

