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TERMS AND CONDITIONS RELATING TO YOUR PURCHASES FROM FUTURE WOMAN

This website is owned and operated by Vesta Partners Limited (trading name FUTURE WOMAN), a company incorporated in England and Wales with company number 12992496 and registered office at 9 Hornead Road, London, W9 3NG.

When you place an order with FUTURE WOMAN (“**we**”/“**us**”) it is important for that you read these Terms and Conditions (the “**FUTURE WOMAN Customer Terms**”).

These FUTURE WOMAN Customer Terms are the basis by which will fulfil any orders that you place with us for any for any of the goods and services that we make available to you on www.future-woman.com (our “**FUTURE WOMAN Site**”).

In placing an order with us you agree to be bound by these FUTURE WOMAN Customer Terms, so if you are not in agreement with them it is important that you do not place any orders with us.

As we feel appropriate, we will amend FUTURE WOMAN Customer Terms from time to time. The version of the FUTURE WOMAN Customer Terms which exists at the time you place your order will be the terms which will govern the respective order that you place with us. However please check this page every time you make any subsequent orders to ensure that these FUTURE WOMAN Customer Terms have not been updated.

The services which you are able to order via FUTURE WOMAN (and for the purpose of these FUTURE WOMAN Customer Terms is referred to as being the “**Services**”) consist of:

- (a) Delivery of a sample kit (“**Kit**”);
- (b) Testing which is carried out by the Laboratories (the “**Laboratories**”);
- (c) Preparation of a report containing general healthcare and lifestyle advice relating to the type of testing carried out by the Laboratories (“**Report**”) produced by an external Nutritionist or doctor which will be presented to you via your Account dashboard; and
- (d) An optional add on for online consultations with a qualified nutritionist.

For the purpose of these FUTURE WOMAN Customer Terms and for performance of the Services, the following terms shall mean the following:

- “Doctor”** - an external doctor engaged by us who is both registered with the General Medical Council and holds a licence to practise.
- “Nutritionist”** - a certified nutritionist engaged by us, who has completed a nutritionist and naturopathy degree and holds a license to practise.
- “Clinicians”** - either the Doctor or the Nutritionist.

In purchasing any of our Services you should not place any reliance on and you acknowledge that such Services are never intended to be a substitute for:

- **any medical advice; and / or**
- **medical treatment or recommendations for medical treatment; and/ or**
- **a replacement for a thorough medical diagnosis that you would receive in conjunction with a face to face consultation from a doctor or fellow health care professional.**

If you would like to understand how we manage your personal data please refer to our Privacy & Cookie Policy.

For details governing your general use of the website generally please refer to our FUTURE WOMAN Website Terms & Conditions.

WHO OUR SERVICES ARE INTENDED FOR

FUTURE WOMAN's Services are:

- Designed for women and as such our tests are built with the purpose of understanding the female endocrine system; and
- Exclusively intended for customers in the UK.

FUTURE WOMAN's Services are not available:

- For customers located outside the United Kingdom;
- To those under 18 years of age;
- For purchase on behalf of someone else.

Services are only supplied for domestic and private use. If you use the Services without our consent, written or otherwise, for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or any other form of indirect loss. Likewise, if you receive the Services via any commercial, business or re-sale third party channel, we will

have no liability to you for any such third party's provision of the Services to you which will be entirely governed by the agreement between you and the third party.

The Services contract is between you and us. No other person or third party shall have any rights to enforce any of its terms.

THE ORDER PROCESS

Before submitting an initial order, you will need to register for an account on the FUTURE WOMAN Site.

Your order will only then be deemed accepted on the basis of these FUTURE WOMAN Customer Terms once we email you confirming such acceptance.

If we are not in a position to accept your order, we will inform you of this by email and you will not incur any charge and if applicable a refund will be made for any fees paid. This will be the only available remedy if we are unable to accept your order after it has been placed.

Purchase of all further tests (including retests) will be treated as separate orders subject to the FUTURE WOMAN Customer Terms that are relevant at the time the further tests are made.

WHAT YOU WILL NEED TO PAY

The price of the Services will be the price indicated on the section of the FUTURE WOMAN Site when you place your order.

Payment for the Services shall be made at the time you place the order. We will not accept your order for Services until payment has been received by us.

If you have ordered a test, and have a recommended re-test date for a subsequent test, you will only be required to pay for such test if you confirm that you want the test and place an order for the test.

BLOOD TESTING PROCESS

Our Blood Testing Kits include instructions on how to take a blood sample & submit your sample and a pre-paid box for you to return the test in. You must complete your personal details on both the request form and on the blood sample container. Any blood samples that are not fully and correctly labelled will not be processed.

All Blood Testing Kits will typically be sent out to you on the next working day after your order has been accepted.

All blood samples must be collected and returned to the address provided within 60 days of the date that they are delivered to you. If you do not return the Blood Testing Kit to us before it expires (60 days from delivery), and you still require a test, there will be an additional charge of £10 for a replacement Blood Testing Kit.

Vitaly, you must return your sample on the same day that the test is performed. Failure to do so may result in the deterioration of the sample quality and compromise the accuracy of the results.

Adherence to the blood collection protocols provided is critical. Failure to follow these protocols may compromise the integrity of the testing process and result in a defective or partial test result.

Occasionally the laboratory is unable to test samples because the sample is too small, or it has deteriorated, clotted, or haemolysed. Furthermore, testing may not be possible if the blood sample has been contaminated in any way. Finally, we recommend certain tests are taken on particular days in the menstrual cycle. Failure to adhere to these recommendations may compromise the results of the test.

The test itself, is carried out by a partner laboratory. We reserve the right to change the Laboratory from time to time without notice.

GENETICS TESTING PROCESS

The process for extraction and genotyping undertaken by the Laboratory engaged by us, is undertaken in batches of 22 samples. Your sample will not be processed until the Laboratory has received samples from at least 22 customers. Therefore, it may take up to 12 weeks (starting from the date you return your sample) for us to receive the results of your test from the Laboratory.

We will usually post the Kit to you on the next working day after we have accepted your order. This Kit is for you to collect your own biological sample in accordance with the collection protocols provided, and contains instructions on how to submit your sample along with a returns label. You must complete the date and time that your sample was collected on both the request form on the label provided. However, you must not provide any personally identifiable information to the laboratory. We provide each customer with a unique identification code that we are able to match to your personal information. You acknowledge that biological samples that are not fully and correctly labelled cannot be processed. It is not possible to make changes to the returns label once it has been sent to the Laboratory.

The validity of the Kit will expire after 60 days of delivery to you, so you are required to collect and post your DNA sample to the Laboratory at the address provided within that period. You acknowledge that test outcomes depend on the quality of the DNA sample provided by you, so you agree to adhere to the collection protocols provided. If you do not follow these protocols a defective or partial test result may occur. We may, at our discretion, give you the opportunity of retesting free of charge if a partial result is reported by the Laboratory, and/or similarly if your DNA sample was clotted at the time of receipt by the Laboratory.

It may be that we receive from your FUTURE WOMAN genetics test, only a small selection of genetic variants specifically associated with wellness traits. The scientific community is still learning about genetics, and one of our goals is to contribute to this research. Additionally, many ethnic groups differ or are not included at all in many genetic studies. Similarly, some scientific studies may be based solely on research of one sex. As our services interpret Genetic Information based on published scientific studies, some of the interpretations that we provide may not be applicable. In addition, future genetic research may change how DNA is interpreted by FUTURE WOMAN.

Genetic Information provides limited insight into health and fitness. It is only one aspect of an individual's entire health and fitness outlook and should not be assumed to be conclusive.

FUTURE WOMAN does not guarantee the effectiveness of any specific course of action, procedures, opinions, or other information that may be mentioned as part of our Services. If we provide guidance on what might work for you based on genetic and self-reported information or scientific research, this is intended for research, information and educational purposes only. No medical advice is provided, and genetic information reported has not been clinically validated.

Health, fitness, nutrition or wellness behaviours should not be altered solely based on the information provided by FUTURE WOMAN. Referral to a healthcare professional to discuss results is recommended before acting upon data provided by FUTURE WOMAN services. There are other factors, such as other (perhaps unknown) genetic markers, environmental factors and lifestyle choices, which also affect wellness traits.

Learning about one's Genetic Information is not for everybody. In some cases, Genetic Information may provide knowledge and information that may be unexpected or cause distress. You should consider the impact the information may have on you before using FUTURE WOMAN Services.

You should understand that as scientific research advances, additional services from FUTURE WOMAN, or from a healthcare professional might be necessary to assess and understand the meaning of one's DNA, now and in light of new scientific information. In many cases, the analysis of your genetic information is based on correlations between certain genetic markers and different characteristics. Genetic information often cannot provide conclusive information about the interaction between certain genes and environmental factors, which can significantly change a particular outcome.

HORMONE TESTING PROCESS

Our Hormone Testing Kits are provided by Precision Analytical, Inc, via their UK partner Regenerus Laboratories. The testing kits include detailed instructions on how to take a urine or saliva sample (as required) & submit your sample and a pre-paid mailer bag for you to return the test in. You must complete your personal details on the form provided. Any urine test strips or saliva tubes that are not fully and correctly labelled will not be processed.

All Hormone Testing Kits will be sent out to you as soon as reasonably possible after your order has been accepted.

All urine and/or saliva samples must be collected and returned to the address provided within 60 days of the date that they are delivered to you. If you do not return the Hormone Testing Kit to us before it expires (60 days from delivery), and you still require a test, there will be an additional charge for a replacement Hormone Testing Kit.

Vitaly, you must return your sample on the same day on which you complete your final sample (whether urine or saliva sample) is performed. Failure to do so may result in the deterioration of the sample quality and compromise the accuracy of the results.

Adherence to the collection protocols provided is critical. Failure to follow these protocols may compromise the integrity of the testing process and result in a defective or partial test result. In particular it is important

that you take these tests on the correct day of your menstrual cycle as indicated in the instructions provided. Failure to adhere to these indications may compromise the results of the test.

The test itself, is carried out by a partner laboratory, Precision Analytical, Inc in the US and therefore it can take up to 6 weeks to get back the results.

THE REPORTS

We will prepare reports containing your personalised results and benchmarks for healthy results against the metrics you have chosen to test against.

Blood test reports: The Blood test Reports will be reviewed by a Doctor. We do not guarantee that the Doctor who provides the Services in respect of one order will be the same as the Doctor who provides the applicable aspects of the Services in respect of a subsequent order.

Genetics test & Hormone test reports: The Genetics and Hormone test reports will be reviewed by a Nutritionist. We do not guarantee that the Nutritionist who provides the Services in respect of one order will be the same as the Nutritionist who provides the applicable aspects of the Services in respect of a subsequent order.

We anticipate that the Reports will typically be available within 2-7 working days from the date your samples are received by the Laboratory. We will notify you by email that your Account dashboard has been updated accordingly.

The Reports are prepared solely on the basis of the samples and the information which you have provided to us, without access to your full medical records. Whilst tailored to your personal information, you understand the Reports are generic in nature. This means that:

- (i) you must not rely on the Report to diagnose or treat suspected or actual medical conditions; and
- (ii) you are solely responsible for any actions you do (or do not) take before and after receiving the Report, and when you take (or do not take) such actions.

We recommend that you always consult an appropriate medical professional for advice on your specific circumstances and situation, in particular before adopting any of the general healthcare or lifestyle advice offered in the Report or otherwise via the Services.

You accept that any incomplete or inaccurate information on your health profile may lead to incomplete or inaccurate interpretation and healthcare and lifestyle advice.

You assume full responsibility for reading, and drawing conclusions from the results and Report obtained from use of the Services (including the Report and your Account Dashboard) and understand that we do not offer follow-up consultations based on the results.

RETURNS, CANCELLATIONS, REFUNDS OF PRODUCTS

Please note that for safety reasons, we do not accept returns of our testing kits. If you have unwanted or unused components you are advised to take them to a local pharmacy to ensure that it is disposed off safely.

For this reason, we are unable to offer refunds unless you receive a damaged or defective product, or the incorrect product has been sent to you.

We are happy to accept requests for refunds for any products that are damaged, defective or have been issued in error, for up to 2 months after you received your item. In such circumstances we will either replace the product, or refund you the amount paid for you for the product in question. On some occasions we may just ask you to provide evidence such as a photo of the damaged, defective, or wrongly received product.

Nothing in these FUTURE WOMAN Customer Terms will affect any statutory or other rights you are entitled to by law.

RIGHTS TO CANCEL THE SERVICES CONTRACT

You have the right to cancel the Services contract in the following scenarios and subject to the conditions in these FUTURE WOMAN Customer Terms:

- (a) If you have changed your mind about the Services; and
- (b) If the Services are performed late or in breach of these FUTURE WOMAN Customer Terms, you may have a legal right to get the Service re-performed or to end the contract and get some or all of your money back.

Your right to change your mind if you purchase tests individually

If you purchase the tests individually, you will be unable to cancel and receive a refund if we have provided you with the Report as we had said we would do; as we, the relevant Laboratory and Clinician would have fully performed the Services contract as it relates to your order.

You may however cancel your order and claim a refund in the following two scenarios.

- (a) If we have not already sent the test out to you. In such situations, you must email us at support@future-woman.com with details of your order (including the date it was accepted, your name and any order reference number we provided to you) and a clear statement that you wish to cancel your order.
- (b) If we have already sent out the test to you but you haven't yet sent your sample off to our partner laboratory. In such situations, we will issue you a refund less £10.00. The £10.00 is used to cover the costs of the Kit and postage. Please email us at support@future-woman.com with details of your order (including the date it was accepted, your name and any order reference number we provided to you) and a clear statement that you wish to cancel your order.

Your right to change your mind if you are Subscription Customer

Subscription Customers, may have the right to cancel the Services contract and receive a refund dependent on the point at which you communicate to us at support@future-woman.com with details of your order (including the date it was accepted, your name and any order reference number we provided to you) and a clear statement that you wish to cancel your order and your subscription.

The size of any refund will be dependent on how much you have already paid FUTURE WOMAN and the Services that FUTURE WOMAN has already provided to you. To that extent, we reserve the right to deduct the following reasonable amounts which we consider to be in proportion to what Services have been performed up until the point you communicate cancellation to us:

- (a) If your sample(s) have been received by the relevant Laboratory before the date that we receive notice of your decision to cancel the Services contract, but you have not yet received the Report, we will refund you 10% of the relevant Service price; or
- (b) If you have not sent your sample to the relevant Laboratory for testing before the date that we receive notice of your decision to cancel the Services contract, we will refund you the relevant Service price less £10.00. The £10.00 is used to cover the costs of the Kit and postage. The kit can be disposed by recycling the card and placing the rest in general waste. All other circumstances will be assessed on a case-by-case basis. In any event, you will not incur any fees as a result of the reimbursement.

In the event that there is outstanding expenses incurred by FUTURE WOMAN, we reserve the right to invoice you for the balance owed to FUTURE WOMAN.

OUR RIGHT TO CANCEL THE SERVICES CONTRACT

In certain situations, it may be necessary for us to cancel your order. This may be because:

- There is insufficient stock to deliver what you have ordered;
- You do not, within a reasonable time, allow us to deliver the Kit to you;
- We cannot obtain authorisation for your payment;
- You do not send your sample(s) to the relevant Laboratory with the required time scale;
- We cannot verify that you are aged 18 or over or that you are resident in the UK;
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us, the Laboratory and the Clinicians to provide the Service; and
- One or more of the products you ordered was listed at an incorrect price due to an error in typing or an error in the pricing information received by us from our suppliers.

In such situations, we will refund any money you have paid but we may at our sole discretion deduct or charge you a reasonable amount as compensation for costs we, the relevant Laboratory and/or Clinician have incurred or will incur as a result of ending the Services contract, including any extra work that is required as a result of managing such termination.

OUR COMMITMENT TO EACH OTHER

All the materials that we make available to you on FUTURE WOMAN are designed to be for general information and are not intended to constitute medical advice. If you are seeking medical advice, you should contact a doctor or clinician and refrain from taking any action regarding your health based on the content of FUTURE WOMAN.

FUTURE WOMAN is never intended to replace the services that you receive from your general healthcare provider. You acknowledge and agree that the Services are not a substitute for actual medical diagnosis or

consultation with a doctor, and that the information contained in the Report does not constitute medical advice and/or recommendations for medical treatment regarding any aspect of your health, medicine intake, nutrition or lifestyle.

When you place your order with us, you agree and represent to us that you are legally capable of entering into this binding agreement between you and us; that you are at least 18 years old and you are purchasing the relevant test for your own use. We shall have no liability for any loss or damage caused by errors or omissions in any information provided by you in connection with the Services, or any action taken by us, the Laboratory or the relevant Clinician at your direction. Omissions include pertinent medical information without which the doctor is unable to produce a reasonable report based on the available results.

By placing your order, you acknowledge the potential impacts and risks of taking your own blood sample, and that you are proceeding on the basis that you accept full responsibility for any outcomes or consequences that may arise from this.

You acknowledge that the Report and that the information contained in it may not be comprehensive (including information which could be obtained through blood testing but was not identified in your Report for any reason).

In the case of blood test only, you acknowledge and agree that in rare cases, viable blood samples cannot always be taken from the blood sample actually provided. Services will be deemed successfully performed if the Doctor believes there is sufficient information in the blood test results to produce a report, in which event no further tests will be carried out.

You acknowledge and agree that minor inter-laboratory variability exists. Consequently, where minor results variability is seen, for example upon tracking an individual test over time, such minor variability is tolerated and you assume overall responsibility for overseeing your long-term trends. You also agree that on occasion, because of inter-laboratory variability, minor changes may throw two adjacent test points narrowly inside and outside of 'normal' reference range but are essentially indicating insignificant variation.

We will always seek to ensure that the Clinicians and the Laboratories perform the Services with the skill, care and diligence that we would expect from such professionals. However, we can not be held liable for any of their actions outside the scope of the Services that we are providing to you.

We cannot accept liability for any damages which result from:

- Your failure to provide (and continuously maintain) complete, truthful, and accurate information in your dealing with us including in any online consultation you take with us and in any other information you give us.
- Your failure to follow advice given on FUTURE WOMAN, or to pass on relevant information to your regular healthcare provider.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, and for fraud or fraudulent misrepresentation.

WHAT TO DO IF YOU HAVE A COMPLAINT

We hope that you will be happy with your experiences at FUTURE WOMAN.

If however, you should ever feel unhappy with your FUTURE WOMAN experience, and need to make a complaint, please email support@future-woman.com with as much detail on the matter as you are able to provide. Please make sure to clearly state that you are raising a formal complaint.

We take all such complaints seriously and a member of our Customer Care Team will respond to you in due course in an attempt to seek to address your concerns.

GENERAL

If any provision of these Terms of Sale is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force and effect.

Our failure to exercise or enforce any right or provision of these Terms of Sale shall not constitute a waiver of such right or provision.

These FUTURE WOMAN Customer Terms, including the manner by which they manage the relationship between us are governed by English law. Together, we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

WHO WE ARE AND HOW TO CONTACT US

FUTURE WOMAN is a company registered in England and Wales (12992496) and our registered office address is: 9 Hornead Road, London, W9 3NG.

Our registered VAT number is: 372 1948 82.

You may contact us by using this email address support@future-woman.com.

If we need to contact you, we will do so by writing to you at the email address you provided to us in your order.