

# Superhuman Terms of Service

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## Terms and conditions

Superhuman d.o.o. (referred to as "Superhuman", "we", "us" or "our") provides and makes available this platform (the "platform") and any related services (each a "service", and collectively the "services") according to this Terms of Service Agreement (the "Terms"). By accessing, browsing or otherwise using the platform or any services, you acknowledge that you have read, understood, and agree to be bound by these Terms. Please read them carefully. If you do not agree to and accept these Terms, you shall not access, browse or use the platform.

## Additional terms

Your use of the services is also subject to any terms, policies or rules that we may post or provide a link to on the website. Superhuman's Privacy Policy are the other terms that apply as of now. If in the future you agree to the Research Consent, its terms would also apply. All such terms, policies and rules are considered part of these Terms of Service and included by reference.

## Description of Services

Superhuman's platform is a web-based, mobile-based and mobile software application, that gives you access to personalized insights related to healthy aging, diet and performance. These Terms apply to any use (i.e., web-based, mobile-based or mobile application) of the Platform. Superhuman includes the following things.

- Only adults age 18 and older may use the service
- You will be given access to your Superhuman account once you subscribe to one of Superhuman Products or Services (offline)
- Superhuman uses partners to provide insights based on your biological and personal information as regulated by Superhuman's Privacy Policy and any offline Product and Service Terms
- Superhuman alerts you when your results are ready and you can view them online.
- The Superhuman service does not provide specific medical advice. It is not a diagnosis of disease and it does not identify any medical conditions.

## No medical advice

The contents of our platform, including any risk estimates or other reports generated by the services (collectively, "Your Report") and any other information, data, analyses, editorial content, images, audio and video clips, hyperlinks and references (collectively, "Content"), are for informational purposes only. They are not intended to provide professional medical advice, diagnosis, or treatment. They are not intended to be interpreted as a recommendation for a particular treatment plan. THE PLATFORM DOES NOT OFFER MEDICAL ADVICE. NOTHING CONTAINED IN THE CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT. THE CONTENT IS NOT INTENDED TO ADVOCATE OR RECOMMEND THE PURCHASE OR SELECTION OF ANY PRODUCT, SERVICE OR TO ENDORSE OR GUARANTEE THE QUALIFICATIONS, CREDENTIALS OR APPROPRIATENESS OF ANY HEALTH CARE PROVIDED, LINKED TO, ADVERTISED ON THIS SITE. NEITHER THE PLATFORM NOR THE SERVICES ARE A MEDICAL PROGRAM AND ARE NOT INTENDED FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. IF YOU SUSPECT THAT YOU MAY HAVE A MEDICAL CONDITION, CONSULT YOUR CLINICIAN. To satisfy the laws of certain states, we may engage the services of a licensed clinician or other person authorized by law to order the blood test services or to receive your blood test results, prior to making these results available to you. However, these interactions are not intended to create, nor do they create, any doctor-patient relationship. You should seek the advice of a doctor or other qualified health provider if you are experiencing any symptoms of or believe you may have any medical or psychiatric condition, regardless of any information contained within Your Report. You should not ignore professional medical advice or delay in seeking it because of any information provided to you in Your Report or any other Content. Furthermore, you should not interpret Your Report or any of your test results or your genetic analysis or any other Content as recommending any specific treatment plan, product or course of action. You should always consult your doctor or other qualified health provider before starting any new treatment or stopping any treatment that has been prescribed for you by your doctor or other qualified health provider.

PLEASE CALL YOUR DOCTOR OR 194 IMMEDIATELY IF YOU THINK YOU MAY HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY.

## **Your account**

You will obtain account on the Platform once you subscribe to a Superhuman Product or Service offline. You represent and warrant that the information you provide is accurate and complete and that you will promptly update Your Account if any of the information changes. We reserve the right to end your use of our platform or the services if any information you provide is inaccurate or incomplete. You are solely responsible for keeping your password confidential and for all uses of our platform and the services with Your Account. You must immediately notify Superhuman of any unauthorized use of Your Account. We may refuse to grant you access if you impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion.

## **Requirements**

This website is for use by adults who are eighteen (18) years of age or older. Users under the age of eighteen (18) may not use the website. By using the website, you also submit that you are eighteen (18) years of age or older. You also agree that you will not use our website or the Services for any purpose that is unlawful, unethical or in violation of these Terms.

## **Limitations on your use of the platform**

You agree not to do the following things.

- o You will not take any action that imposes an unreasonable load on the platform's infrastructure.
- o You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the platform or any activity being conducted on the platform.
- o You will not attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the platform.
- o You will not delete or alter any material posted on the platform by Superhuman or any other person or entity.
- o You will not frame or link to any of the materials or information available on the platform.

## Privacy

Superhuman recognizes the importance of privacy and respects your desire to store and access your information in a private and secure manner. We are committed to providing you a secure, user-controlled platform for the use of our services (each a "service", and collectively the "services"). At the same time, you share responsibility for maintaining privacy and security. For example, we ask you to keep your password secure. Do not share it with any third parties. We encourage you to familiarize yourself with our [Privacy Policy](#). To use the services you must agree to the Privacy Policy.

We reserve the right to update our privacy and security policies and practices from time to time at our sole discretion.

Please refer to the Privacy Policy for more details about what information we collect and how we protect your information.

## Ownership and use of content

The platform is owned and operated by Superhuman. The Content and the services and any intellectual property and other rights relating to the platform are and will remain with Superhuman, its licensors and suppliers, as applicable. You may view and print one or more copies of the Superhuman report, results and program and any other content obtained by you from our platform, for your noncommercial personal use only, as long as you do not remove or hide any copyright notice, trademark notice, or other proprietary rights notice displayed on or in conjunction with the Content. You may give copies of the Superhuman reports, results and program to your doctor and anyone else you choose. You may not use any Content obtained from our platform in any other manner or for any other purpose without the prior written permission of Superhuman. Our licensors and suppliers may impose additional restrictions on the Content they provide to Superhuman. In the event of any conflict between such third party restrictions and these Terms, such third party restrictions shall govern. All rights not expressly granted herein are expressly reserved to Superhuman, its licensors and suppliers. By using our platform or any services, you agree not to remove any copyright, trademark or other proprietary rights notice contained in or on the Content, platform or any services, or "frame" or "mirror" any part of our platform without prior written consent from Superhuman.

## Trademark notices

All trademarks, service marks and logos used on our platform, whether registered or unregistered, are owned by Superhuman, its licensors, suppliers and others. You may not use or display any trademarks, service marks, logos or designs used on our platform without prior written consent from the rightful owner(s).

## **Accuracy and integrity of information**

While we strive to keep the Content accurate, complete and up-to-date, Superhuman cannot and does not guarantee the accuracy, completeness, or timeliness of your Superhuman report, results, program or any other content, whether provided by our licensors, our suppliers or us. It is possible that the content may include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Content by third parties. If you find something that is inaccurate, please inform us so that it can be corrected. Information contained within your Superhuman report or other content may be changed or updated by Superhuman without notice. Any opinions, advice, statements or other information expressed or made available by third parties via our platform are those of the respective third party and not necessarily those of Superhuman. THE CONTENT IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER SUPERHUMAN NOR ITS LICENSORS OR SUPPLIERS ARE ENGAGED IN RENDERING MEDICAL, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE. THE CONTENT IS INTENDED SOLELY FOR YOUR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS MEDICAL ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS.

## **Modification or Suspension of Our Platform and Services**

Superhuman may at any time modify, discontinue, or suspend its operation of, or restrict access to, our platform or the services, or any part thereof, temporarily or permanently, without notice to you.

## **Third party websites**

The platform may contain information about, links to or advertisements for web sites operated by other parties (the "Third Party websites"). In addition, emails sent to users of this platform may contain information about, links to or advertisements for Third Party websites. The information provided about, links to and advertisements concerning Third Party websites are provided for your convenience only. We do not control such Third Party websites and we are not responsible for the content and performance of these Third Party websites or for any transactions you may choose to conduct with the operators of any Third Party websites. Superhuman is not responsible for the content of linked Third Party websites, sites framed within the platform or third party advertisements on the platform or in emails sent from this platform. Superhuman does not make any representations regarding their content or accuracy. Your use of Third Party websites is at your own risk and subject to the terms and conditions of use of such sites. You agree that Superhuman has no liability for any damage or loss arising from your access to, use of or reliance on any third party site, software, data, or other information.

## **No warranty**

OUR PLATFORM, THE SERVICES, YOUR SUPERHUMAN CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU USE THEM AT YOUR OWN RISK. SUPERHUMAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SUPERHUMAN DOES NOT MAKE ANY WARRANTY THAT OUR SITE, THE SERVICES, YOUR REPORT OR OTHER CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. SUPERHUMAN MAKES NO WARRANTIES AS TO THE ACCURACY, QUALITY OR RELIABILITY OF OUR SITE, THE SERVICES, CONTENT, OR ANY RESULTS THAT MAY BE OBTAINED FROM THEIR USE. You may also have other rights under applicable law, which vary from state to state. In the event that applicable law imposes implied warranties notwithstanding the foregoing, such implied warranties shall not have a duration greater than one year from the relevant purchase or first access date (whichever comes first); shall terminate automatically at the end of such period; and shall be disclaimed and excluded to the fullest extent permitted by law.

## **Limitation of liability**

SUPERHUMAN ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON OUR PLATFORM, THE SUPERHUMAN SERVICES, YOUR SUPERHUMAN REPORT, RESULTS, PROGRAM OR OTHER CONTENT. YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH THEIR USE, INCLUDING ANY RELIANCE ON THEIR ACCURACY, COMPLETENESS OR USEFULNESS. IN NO EVENT WILL SUPERHUMAN, ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM THE USE OF, OR THE INABILITY TO USE, OUR PLATFORM, THE SERVICES, YOUR REPORT OR OTHER CONTENT; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUPERHUMAN DATA, YOUR SUPERHUMAN RESULTS, REPORT, PROGRAM AND OTHER CONTENT OR ANY COMMUNICATIONS BETWEEN YOU AND SUPERHUMAN OR OUR PLATFORM; LOSS OF OR DAMAGE TO YOUR BIOLOGICAL SAMPLE; THE STATEMENTS OR CONDUCT OF YOU OR ANY OTHER USER ON OUR PLATFORM; OR ANY OTHER MATTER RELATING TO OUR PLATFORM OR THE SERVICES. THESE LIMITATIONS WILL APPLY WHETHER OR NOT SUPERHUMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states may not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

## **Indemnification**

You agree to indemnify, defend and hold harmless Superhuman, its licensors, suppliers, and their respective directors, officers, employees, agents, affiliates, successors and assigns, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise from your use of our platform, the services, Your Superhuman services or other content, from your breach of these Terms, or from any data or communications you submit, post or transmit to or through our platform. You agree to cooperate as reasonably required in the defense of any such claim. Superhuman reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification under this section and, in any event, you agree not to settle any such matter without the prior written consent of Superhuman.

## **General**

Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within this platform. These Terms, together with any such other legal notices and terms on our platform, our Privacy Policy and any Superhuman Product or Service Consent or Research Consent that you have agreed to, constitute the entire agreement between Superhuman and you pertaining to the subject matter hereof. Superhuman may, at its sole discretion, periodically revise these Terms by updating this posting. You should periodically visit this page to review the current version of these Terms, so you are aware of any revisions to which you are bound. If any provision of these Terms is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision and the remaining provisions of these Terms shall continue in full force and effect.

## **How to contact Superhuman**

If you have any questions or complaints, you may contact us at [info@superhuman.rs](mailto:info@superhuman.rs) at any time.