

1. Acceptance of Terms of Use

By visiting our website, you accept these terms of use. Please read these Matter Health Website Terms of Use ("TOU") carefully. These TOU, our Conditions of Sale and Services ("Conditions"), our Privacy Policy and our Cookies Policy (collectively, the "Terms") will govern your access to and use of www.matter-health.com and its subdomains (collectively, the "Site"), including any content, functionality, and services offered by us through the Site. These Terms apply to both visitors to and registered users of the Site. By accessing or using the Site, you confirm that you are 18 years of age or older, that you have read, understand and agree to be bound by these Terms and the other documents referenced in these Terms. If you do not agree with all of these terms you may not use or access the site.

We may revise these Terms, our Privacy Policy, and our Cookies Policy from time to time, for example, to reflect changes to the Site, the needs of our customers, our business plans, or changes in law. You should review these Terms from time to time, including prior to purchasing any Product or Services that are available through this Site. If we make a material change to the Terms, we will try to provide you with reasonable notice through the Site or by other means. If you do not agree to a change, you may close your account and stop accessing or using the Site. Your continued use of this Site after we notify you of material changes will constitute your acceptance of and agreement to such changes.

IF YOU DO NOT AGREE WITH THESE TOU, THE CONDITIONS, OUR PRIVACY POLICY AND OUR COOKIES POLICY OR ARE NOT 18 YEARS OF AGE OR OLDER, THEN YOU MUST NOT ACCESS OR USE THIS SITE OR ORDER PRODUCTS OR SERVICES FROM IT.

Defined terms have the meaning given to them in "Section 22 Definitions" or where defined in the body of this TOU.

2. Who We Are

The Products and Services are provided by Matter Health Limited ("the Company" or "we" or "us") registered in England, registered number 06596697, with a registered office at 34 High Street, Spalding, Lincolnshire, PE11 1TX, England.

This Section 3 (We Do Not Provide Medical Advice) will survive any termination of these Terms.

3. We Do Not Provide Medical Advice

The information contained on the Site, the Test Information, our Content, the Services, and the Products available through the Site are for general guidance only and are not a substitute for professional medical advice. Neither the Site nor our Services or Products, or any Test Information, constitute medical advice and you should always seek the advice of your doctor or other licensed healthcare professional with any questions you may have regarding any test information or status of your health.

4. Accessing This Site

By accessing and using this Site, you agree to use the Site only for lawful purposes and in accordance with these Terms including:

- When you access the Site, you confirm: (i) that you are 18 years of age or older, (ii) resident in a country from where we will accept Samples and you are accessing the Site from an IP address in that country, (iii) that you are using the Site in your own name and not on behalf of anyone else; (iv) that you will not allow any other person to use the Site under your name, nor will you use the Site and pretend you are someone else, or otherwise seek to disguise your identity; and (v) that you are only using the Site, the Products and the Services for your own benefit and not for the purposes of providing Services to others. If you provide any information that is untrue, inaccurate, non-current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, non-current or incomplete, in addition to any other rights we may have, we may terminate or refuse any and all current or future access or use of the Site (or any portion thereof).
- If you set up an Account with us, you agree to provide contact details that can be used to contact you in relation to your use of the Site, your Order, the Product and the Services. It is important that the details you provide us with are correct, accurate and complete and that you promptly update your Account information for any changes to these details. We will not be liable for any loss or damage caused to you as a result of a failure or omission by you to provide accurate and suitable contact details.
- We will handle all personal information we collect in accordance with our Privacy Policy and Cookies Policy.
- In order to use the Services, you must set up an Account with us by creating a username and Password. We reserve the right to take any action that we deem necessary to ensure the security of the Site and your Account, including without limitation changing your Password, terminating your Account, or requesting additional information to authorize transactions on your Account. You are solely responsible for keeping your Password and any security questions and responses associated with your Account confidential. Anyone

with knowledge of or access to your Password or the security questions and responses associated with your Account can use that information to gain access to your Account. You are solely liable for any claims, damages, losses, costs or other liabilities resulting from or caused by any failure to keep your Password and the security questions and responses confidential, whether such failure occurs with or without your knowledge or consent. You will immediately notify us of any suspected or actual unauthorized access to or use of your Password or any other breach of your Account security.

- You are also responsible for: (i) all transactions or activities carried out using your Account and Password; and (ii) ensuring that when you access the Account that the system you use to access the Account is secure, is not left unattended unless you have fully exited the Account and that your Password is not retrievable from the system by others.
- You are responsible for notifying us if you know or suspect that your Account or Password might be known to a third party. We will not be liable for any loss or damage that you may suffer as a result of your failure or omission to do so. We will have no liability to you or to any third party if any communication by us to you, using contact information provided by you or via your Account, is seen, received or accessible by any third party.
- By using the Site, you acknowledge that the transmission of data over the internet can never be completely secure and you accept the risk that others may be able to read or intercept any information, text, graphics you submit or send to or through the Site. This includes transmissions that are identified as secure or encrypted, and may include the Test Information.

5. Intellectual Property Rights

Matter Health Limited are the owners or the licensees of all Intellectual Property Rights in the Site, including the text, graphics, user interfaces, visual interfaces, illustrations, photographs, trademarks, logos and computer code, the design, structure, arrangement, selection, coordination, expression, and 'look and feel' of the Site, features, functionality and the material published on it (except where content is specifically identified as third-party content) (together, "Our Content"). All of these rights are protected by copyright and other applicable intellectual property and other laws around the world. All such rights are reserved to the relevant owner or licensee of those works. Your use of the Site and Our Content does not grant you any rights in relation to Our Content other than as set out in the next paragraph. Other than as expressly permitted below, you must obtain our prior written permission prior to using any of Our Content each time you want to use it.

Subject your compliance with the Terms and all applicable international, federal, state and local laws, rules, and regulations, we grant you a limited, revocable,

non-exclusive, non-transferrable, non-sublicensable right and license to use the Site solely to access and use the Site and Services for your personal, non-commercial use only and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You must not alter, reproduce, sell, disseminate, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the material on our Site except as follows:

- You may print or download a copy of the Website pages for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement as applicable for such applications.
- You must always acknowledge our status (and that of any identified contributors) as the authors of material on our Site.

You may not:

- Modify copies of any materials from this Site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Modify any paper or digital copies of any materials you have printed off or downloaded in any way.

You are not permitted to access or use any part of the Site or any Services, Products, or other materials available through the Site for any commercial purposes. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may breach copyright, trademark, and other laws.

If you print, copy or download any part of the Site in a way that breaches these Terms, your right to use the Site will cease immediately.

We reserve the right to investigate any suspected or actual improper, illegal, or unauthorized use of Our Content or the Site (or any part of it) and we reserve the right to take appropriate legal action.

6. Acceptable Use

While accessing and using this Site, you agree that you will not use the Site, Services, or Products (collectively, the "Materials") for any use other than the business purpose

for which it was intended. You will not, and will not permit any third party to, take any of the following actions with respect to the Materials or the server hosting the Site nor will you use our Materials to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Materials in any manner that: (i) decompiles, uses reverse engineering, disassembles, derives the source code of or decrypts the Site or server hosting the Site; (ii) uses any robot, spider, scraper or other automatic or manual means to access the Site or copies any content or information on the Site; (iii) removes, obscures, or alters any proprietary notices (including any notice of copyright or trademark) of us or our affiliates, partners, suppliers or our licensors; (iv) modifies, adapts, improves, enhances or makes any derivative work from the Materials; (v) infringes the copyright, trademark or any proprietary rights; (vi) compiles, uses, downloads or otherwise copies the Site or any user information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) the Site or such information to any third party; (vii) is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions; (viii) promotes or provides instructions for illegal activities; (ix) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (x) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware; (xi) attempts to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (xii) accesses systems, data or information that we do not intend to be made accessible to you; or (xiii) use meta tags or any other hidden text using our name without our written consent, link or attempt to link the Site with other sites or Services, or use meta tags or other devices containing any reference to us in order to direct a person to any other site of Services.

7. Reviews, Comments, Communications, and Your Ability to Access the Site

When submitting a review, you must:

- focus on your personal experience of using the Product and Services; and
- provide a description of what you liked or disliked about the Product or Services ("Review").

We may reject and not post your Review for any reason including, for example, if it contains any of the following types of material or breaches other terms or policies made known to you, including, without limitation, Section 6 (Acceptable Use) above:

- language not suitable for a public forum;

- advertisements, 'spam' content, or references to other products, offers or websites;
- email addresses, links to other websites, or contact information relating to other persons (which includes commercial entities); or
- hateful, discriminatory, or critical comments about other users or their reviews.

In addition, if you wish to share feedback with us about customer service issues or provide suggestions relating to the Site, Products, Our Content, or Services ("Feedback"), please do not submit this Feedback through the review mechanism. Instead, please contact us directly.

Access to the Site is permitted on a temporary basis. We may, temporarily or permanently, limit, suspend, or cancel your use or access to the Site, or any part of it, at any time if we determine that you have or are about to breach these Terms.

You are responsible for making all arrangements necessary for you to have access or use of the Site and for ensuring that your device and computer software meets the minimum specifications and is configured correctly. You should use your own virus protection and firewall software.

You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

8. Disclaimers and No Warranties

- We cannot and do not guarantee or warrant that files available for downloading from the Internet or the Site will be free of Viruses or other destructive code. You are responsible for implementing anti-virus and other sufficient protections.
- The Site, its Content, and Services are provided "as is", without warranty of any kind, either express or implied, including, without limitation, warranties of satisfactory quality, merchantability, and fitness for a particular purpose.
- We are not liable for the conduct of any other user of the Site.

This Section 8 (Disclaimers and No Warranties) will survive any termination of these Terms.

9. Limitations on Liability

As a consumer, you have certain legal rights. The disclaimers, exclusions and limitation of liability under these Terms will not apply to the extent prohibited by

applicable law. Nothing in these Terms shall attempt to exclude or limit liability that cannot be excluded under applicable law.

SUBJECT TO THE PRECEDING PARAGRAPH, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF REPUTATION, LOSS OF PROFITS, OR ANY LOSSES INCURRED BY ANY THIRD PARTY, ARISING FROM OR RELATING TO THE PRODUCTS OR SERVICES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Subject to the first paragraph of this 'Limitations on Liability', our total cumulative liability arising from or in relation to the Product and/or Services, whether in contract or tort or otherwise, is capped at 100% of the amount paid by you for the Products and Services.

We shall not be in breach of any provision of these Terms caused by your failure to observe any of your obligations or undertakings contained within these Terms. Under no circumstances shall we, our affiliates, or our licensors, services providers, employees, agents, officers, or directors be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of or inability to use this Site, any websites connected to it, or Our Content including, without limitation, any fault, error, omission, from the content or interruption or delay or non-availability of the Site. The use of this Site is at the user's sole risk.

The provisions of this Limitation of Liability section shall survive the expiration or termination of this Agreement.

10. Our Rights

We reserve the right to seek all remedies available at law and in equity for breaches of the rules and regulations set out in the Site and otherwise related to the Products and/or Services, including, without limitation, these Terms, including the right to block access from a particular Internet address to the Site. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, we reserve the right at all times to: (i) disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request; or (ii) edit, refuse to post or to remove any information or materials, in whole or in part, as applicable, in our sole discretion. You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any

injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

11. Indemnification

You agree to indemnify, defend, and hold us and our officers, agents, employees, contractors, partners and licensors harmless from and against any and all suits, actions, losses, claims, proceedings, demands, expenses, damages, settlements, judgments, injuries, liabilities, obligations, risks, and costs, including, without limitation, reasonable solicitors fees, due to, relating to, or arising out of: (i) your use of the Site, Our Content, Services, and/or Products; (ii) your violation of these Terms; (iii) any Feedback or Reviews you provide; (iv) your negligence, fraud, or willful misconduct; (v) your Account; and/or (vi) your breach of any law or regulation or any rights of another. We reserve the right, at your expense, to assume the exclusive defense and control of any matter which you are required to indemnify against, and you agree to cooperate in our defense of such matter. This indemnification will survive any termination of these Terms.

12. Links to the Site

Some links in the Site may navigate you away from the Site or redirect you to other websites, including websites operated by third parties. The linked third party websites are not under our control, and the content available on the linked third party websites does not necessarily reflect our opinion or imply our recommendation or endorsement of the linked third party website or the opinions expressed therein. We are not responsible for the privacy practices of any other websites. Please be aware that those websites may collect personally identifiable information ("PII") from or about you as well as non-PII about your visit. You should review the terms of use and privacy policies that are posted on any website that you visit, before using any linked websites.

We are providing these links to other Internet sites as a convenience to you, and access to any other Internet sites linked to the Site is at your own risk. We are under no obligation to maintain any link on the Site and we may remove a link at any time in our sole discretion for any reason whatsoever. We will not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website or for any action you may take as a result of linking to any such website.

If you wish to make any use of Our Content on the Site other than as expressly permitted in this TOU, please contact us directly. Such permission will be at the sole discretion of Matter Health.

13. Governing Law and Jurisdiction

The construction, interpretation and application of these Terms, shall be governed by the laws of England. Subject to the next paragraph, you agree to submit to the exclusive jurisdiction of the courts of England, in respect of any dispute arising out of or in connection with these Terms.

14. Site Availability

While we endeavor to ensure the Site is accessible at all times, we accept no responsibility for the Site being inaccessible or unavailable at any time. We aim to ensure that the Site is accurate at the time of publication, however, the Site or its features may change without notice and we may withdraw or amend the Site (or any part of it) or add or remove any features without notice.

15. Entire Agreement

These Terms (including any additional terms that we may provide when you engage with a feature of the Site), are the only agreement between you and us regarding the Site and supersede all previous agreements, promises, representations, warranties and understandings between you and us regarding the Site.

16. Waiver and Severability

Failure or delay by us to enforce any of these Terms will not constitute a waiver of our rights against you and does not affect our right to require further performance thereof. If any part of these Terms becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, such provision or part thereof will be deemed to not form part of the contract between us. The legality, validity or enforceability of the remainder of these Terms will remain in full force and effect.

17. Notices and Electronic Communications

When you visit the Site or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail at the address we have on file for you (if any), sending you messages through the mobile application we provide, or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms.

All notices required or permitted under these Terms to us will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery, provided that we may provide written notice to you through electronic communications as described in the paragraph immediately above. The notice address for Matter Health is Boon Court, 34 Papyrus Road, Werrington, Peterborough, England PE4 5BH. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of royalmail, on the second business day after deposited in the mail, and (ii) in the case of overnight courier or hand delivery, upon delivery. We may change our notice address by giving written notice to you by the means specified in this Section 17 (Notices and Electronic Communications).

18. Assignment

We may assign these Terms or any part of them without restriction or condition. You may not assign or otherwise transfer these Terms or your rights under these Terms without our prior written consent and any assignment in violation of this prohibition will be null and void.

19. No Fiduciary Relationship

Except to the extent set forth in a separate agreement between you and us, there is no fiduciary relationship between you and us. Neither these Terms nor your purchase or use of any Products, Services, or Our Content create any relationship of principal and agent, partnership, joint venture, or employer and employee, between you and us. You may not enter into any contract on our behalf or bind us in any way.

20. Right to Monitor

We reserve the right, but are not obligated, to actively monitor the use of the Site and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, we may, at any time as we deem appropriate, remove any materials from the Site that, in our sole discretion, may be illegal, may subject us to liability, may breach these Terms, or are, in our sole discretion, inconsistent with our purpose for the Site.

21. Contact Us

If you have any concerns about material which appears on our Site, please contact us at the address specified in the Contact Us section of our website.

22. Definitions

"Account" means the account held by us in your name and which holds the information submitted by you to us;

"Accredited Laboratory" means the laboratory(ies) that we may select as our testing services provider at any time; which laboratory will be CPA (clinical pathology accreditation), INAB, CLIA approved or CAP accredited. In some cases, we may use a laboratory with additional certification or accreditation as required by applicable law or regulation or at our sole discretion;

"Conditions" means our Conditions of Sale and Services referred to on the Site;

"Content" means any item, data, material, information, software, images, photos, advertisements, trade mark or services mark, sounds, videos, marks, expressions, views or opinions, which appear on the Site;

"Cookies Policy" means our cookies policy referred to on the Site;

"Intellectual Property Rights" means for the purposes of these Terms, trademarks, service marks, trade and business names, domain names, rights in designs, patents, copyrights, database rights, moral rights and rights in know-how and other intellectual property rights in each case whether registered or unregistered and including applications for the grant of the foregoing and all rights or forms of protection having equivalent effect to any of the foregoing, which may subsist anywhere in the world;

"Order" means an offer by a user to purchase Services and one or more Products from us via the Site;

"Password" means your unique password which shall comply with the format specified by us from time to time, required to access and use your Account and the Services;

"Privacy Policy" means our privacy policy referred to on the Site;

"Product" means a kit which enables you to take and store a sample of saliva, blood, urine, or stool, as appropriate for the type of kit purchased and as sold by us pursuant to the Conditions;

"Sample" means a sample of saliva, blood, urine or stool, provided in accordance with the Product instructions pursuant to the Conditions;

"Services" means testing the Sample that you send to the Accredited Laboratory, and providing you with the Test Information;

"Test Information" means the results from the Accredited Laboratory for the processed Sample, communicated to you by us via the Site and our staff, as applicable; and

"You" or "your" means the user of the Site.