

## Terms of Use

Firstly, if you meet any of these criteria, please inform your doctor immediately:

- Onset of gastrointestinal symptoms after 50 years of age
- Family history of colorectal cancer, inflammatory bowel disease or coeliac disease
- Rectal bleeding/anaemia
- Nocturnal (during the night) bowel motions
- Unintentional weight loss
- Persistent daily diarrhoea
- Recurrent vomiting
- Fever
- Progressive or severe symptoms
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Please read these terms of use carefully. Using any aspect of any My Gut Solution technology or service signifies agreement with these terms and conditions.

This application should be used only in conjunction with and at the advice of your healthcare providers. No service of My Gut Solution is a substitute for professional medical advice. Reporting symptoms to us is not a substitute for reporting them to your healthcare professional. My Gut Solution itself does not provide medical diagnosis.

The dietitians available through our app will be registered in your country or a neighbouring country, where a credible professional registry exists. Where no credible professional registry exists in your region, our dietitians will be registered in the registry of a member state of the European Union or in the United States.

You should not interpret any information as a specific treatment plan, product or course of action. We are not liable or responsible for any reliance placed on the information we provide. Always seek the advice of your doctor or qualified health provider with any questions you may have about a medical condition. It is up to you to contact a healthcare professional if you are concerned about your health. If you have an urgent medical need you should call the emergency number or go to your nearest hospital.

### **Data Privacy and Security**

My Gut Solution takes data privacy and ethics seriously. All data is handled in accordance with all applicable regulations. Any data you give to My Gut Solution will be treated as confidential. The only exception will be if there is a risk of serious harm to you or others. Your data may be used for health research including for-profit health research. In analysing data for research purposes, we will anonymise records to prevent the identification of individuals.

You are required to notify us immediately in writing if you become aware of any potential breach of data privacy.

You consent to us contacting you on any email address and/or phone number provided by you. We reserve the right to delete data that you have provided to us.

It is your responsibility to ensure that you apply every update that becomes available for this application at the earliest opportunity. Failure to do so may affect the security of your application.

### **General User Conduct**

In connection with the Service, you agree (i) to abide by all applicable laws and regulations, (ii) only make use of information that you have a right to use, and (iii) only act appropriately.

Without limiting the above, you may not:

- Allow or facilitate a third party, to violate or infringe any rights of us or others or our policies or the operational or security mechanisms of our services.
- Use our services and any of our content in any way that restricts or inhibits the use of the Service.
- You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any part of our services or our content.
- Alter, delete, forge, frame, publicly display, publicly perform, rent, sell, lend, redistribute, sublicense, hyper-link, create derivative works or otherwise interfere with or in any manner disrupt, circumvent, or compromise, any part of our services and/or the underlying software and platforms (including without limitation trademarks, service marks and logos contained therein but excluding content provide entirely by you).
- Access or attempt to access any of our systems, programs or data that are not made available for public use, or attempt to bypass any registration processes on the service or any of the service's security and traffic management devices.
- Use any robot, spider, other automated device or any tool, routine or manual process, to access our service, submit content, or monitor or scrape information from the service.
- Attempt to gain unauthorized access to the services, website and applications and/or the underlying software and platforms, or any part of them, other accounts, computer systems or networks connected to the services

### **User Feedback**

We welcome any feedback or comments from you. However, please note in this regard that any ideas, feedback or suggestions pertaining to our business and services, such as ideas for new or improved products, technologies, website or tool enhancements, processes, materials, marketing plans or new product names, will automatically upon submission become the property of My Gut Solution. While under no obligation to review such submissions or to keep such submissions confidential, My Gut Solution may use or redistribute any such submission and its contents for any purpose and in any way it deems.

Disclaimer on accuracy of information

The information we provide is based on sources that we believe to be reliable but we give no undertaking that it is accurate or complete. We cannot and do not guarantee the accuracy, validity, timeliness or completeness of any information provided to you by My Gut Solution.

### **Third Party Services**

By Using The Third Party Services You Signify Your Consent (I) That Such Third Party Components Are Provided By Us 'as Is' And Without Any Warranty, Express Or Implied, Including Without Limitation Regarding The Results Of Use Of Misuse Of Such Services And (ii) To Be Bound By Such Providers' Terms And Conditions.

**Indemnification.**

YOU RELEASE, AND AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES, RELATED IN ANY WAY TO: (I) YOUR USE OF, ACCESS TO OR RELIANCE ON OUR SERVICE, ANY MICROBIOME ANALYSIS OR NUTRITION PLAN, INCLUDING WITHOUT LIMITATION OUR ACTIONS OR OMISSIONS WHILE PROVIDING THE SERVICES (EXCEPT FOR OUR BREACH OF THE AGREEMENT AS A RESULT OF WILLFULL MISCONDUCT OR FRAUD ON OUR PART); (II) YOUR CONTENT, PERSONAL INFORMATION AND REGISTRATION DATA; (III) ANY BREACH OF, OR DEFAULT IN, THIS AGREEMENT BY YOU; (IV) ANY ACT OR OMISSION OF YOU, WHETHER OR NOT ILLEGAL, NEGLIGENT, RECKLESS, OFFENSIVE, UNAUTHORIZED OR UNPROFESSIONAL; (V) ANY DEFECTIVE, CONTAMINATED OR MALICIOUS DEVICE OR SOFTWARE, INCLUDING WITHOUT LIMITATION VIRUSES, INTENTIONALLY OR NEGLIGENTLY DISSEMINATED BY YOU OR ORIGINATING FROM YOUR EQUIPMENT OR NETWORK; (VI) YOUR MY GUT SOLUTION ACCOUNT, BY YOU OR BY ANY ONE ACCESSING YOUR ACCOUNT WITH OR WITHOUT YOUR CONSENT. WE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION. YOU WILL NOT ENTER INTO ANY SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU. IN ALL EVENTS, YOU SHALL COOPERATE FULLY IN THE DEFENSE OF ANY CLAIM.

**Limitation of Claims**

Any claim or cause of action arising out of or related to use of the Service or to the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

**Miscellaneous**

We may deny you service at any time. We may discontinue service at any time. We do not guarantee the continuation or availability of any features made available and further reserve the right to change, alter, limit, block, discontinue or remove any feature included in our services, or impose a fee for the use of a feature (whether previously made available without charge or not).

You are required to ensure that all data provided by you is accurate and up to date.

If you have any questions about these terms of use, please contact us at [info@mygutsolution.com](mailto:info@mygutsolution.com)