

Terms of use:

Adora Digital Health Ltd

We are Adora Digital Health Limited (UK Company Registration Number: 13103602).

We understand that menopause can be a complex time and the experience is different for everyone. Here at Adora Digital Health Ltd (Adora), we aim to provide support personal to you.

You may interact with us through the following means:

- www.adora.health (our "Website"); or
- through the Adora Menopause App (our "App"); or
- through the Adora webinars ("Webinars"); or
- literature, reports or downloads ("Literature"); or
- forms and questionnaires ("Questionnaires")

Together, the Website, App, Webinars and Literature constitute the "Media".

These terms and conditions of use ("Terms") explain how you may use the Media. These Terms apply between Adora Digital Health Ltd ("we", "us" or "our") and you, the person accessing or using each or both of the Media ("you" or "your").

MEDICAL DISCLAIMER

We are a digital health company focused on support on the subject of menopause. We are not a healthcare or medical device provider, nor should the Media, or any of the contents of it, be considered to be a substitute for professional medical advice, diagnosis, or treatment.

The Media may be used to access medical consultations provided by a third party. Please see clause 14 for more details.

We recommend that you always seek the advice of your doctor and/or other qualified health provider and/or other adviser(s) (professional or otherwise) with any questions you may have regarding a medical condition, including menopause and/or before taking or refraining from any action on the basis of the Media or its content.

Accordingly, any advice or other materials in the Media are intended for general information purposes only. We are not liable or responsible for any consequences of your having read

or been told about such advice or other materials and you assume full responsibility for your decisions and actions.

No pharmaceutical companies contribute to the cost of providing the Media nor has any input into or control over the content of our work, all of which expresses our independent views.

IMPORTANT NOTICE:

BY USING THE MEDIA OR ANY PART OF IT, YOU HEREBY CONFIRM THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THE MEDIA OR ANY PART OF IT.

1. About these Terms

1. These Terms explain how you may use the Media and any content on it. These Terms apply between us and you.
2. You should read these Terms carefully before using the Media. These Terms tell you, amongst other things, who we are, what our liability to you is, what to do if there is a problem and also contain other important information of which you should be aware related to the subject matter(s) set out herein.
3. Your use of the Media is entirely optional. By using the Media or otherwise indicating your consent to use the Media of any part of it, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Media (and any part of it), and any of its contents, immediately.
4. These Terms apply to any parts of the Media, its functionality and content provided to you free of charge for information purposes only.
5. We may amend these Terms from time to time and we will provide notification of major updates to all users. Every time you wish to use the Media, please check these terms to ensure you understand the terms that apply at that time. .

2. Who are we

1. We are Adora Digital Health Limited (UK Company Registration Number: 13103602). Our registered office is Salisbury House, Station Road, Cambridge, England, CB1 2LA.
2. If you have any questions about the Media, we can be contacted at the following email: support @adora.health. We will aim to respond as soon as we are able, but cannot guarantee a response time.

3. Duration of our agreement

1. Where you are provided access to the Media as a result of an agreement we have with a third party, such as your employer or a health insurer then the duration of our agreement with you to provide the Media is the period we have agreed with that third party to provide the Media to you.
 2. Where you have paid a subscription fee to us to access the Media then the duration of this agreement will be twelve months from the date that you paid the subscription fee, or twelve months from the date that you agree to renew the subscription.
4. Our rights and responsibilities
1. We own and operate the Media. You acknowledge that a certain amount of unscheduled downtime is inherent in web-based content and accordingly, and whilst we aim to operate the Media to a reasonable standard of functionality, downtime and/or periods of maintenance may occur.
 2. We may add or remove features from the Media, and any part of it, from time to time, to reflect changes to our services and our business priorities or where we are required to in order to comply with applicable law.
 3. We may suspend or terminate access or operation of the Media for business or operational reasons or where you have not complied with these Terms. We will try to give you reasonable notice of any suspension or withdrawal.
 4. Although we make reasonable efforts to update the information on the Media, we make no representations, warranties or guarantees, whether express or implied, that Media and/or any of its content is accurate, complete or up to date..
 5. We do not guarantee that the Media will be secure and free from bugs or viruses.
5. Your responsibilities
1. You:
 1. must be 18 years or older to use the Media, which is for your use only.
 2. agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Media.
 3. are responsible for ensuring that all persons who access the Media through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them;
 4. are responsible for configuring your information technology, computer programmes, device and platform in order to access the

Media. You should use your own virus protection, firewall and other software and are wholly responsible for doing so;

5. you must treat any user authentication details and codes or any other piece of information as part of our security procedures, as confidential and you must not disclose it to any third party;
 6. if you know or suspect that anyone other than you knows your authentication details or code, you must promptly notify us using the email address at clause 2.2; and
 7. you must not misuse the Media by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Media, the server on which the Media is stored or any server, computer or database connected to the Media.
2. We make no promise that the Media and any of its content is appropriate or available for use in locations outside of the UK. If you choose to access the Media from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

6. Suggestions by you

1. We try to make the Media as useable and as accessible as possible. If you have any difficulties using the Media, please contact us using the email address listed in clause 2.2.
2. We welcome your comments, feedback, ideas and suggestions for improvements or otherwise on the Media (collectively "Suggestions"). Accordingly, Suggestions provided by you to us with respect to Adora or the Media shall be and shall remain our sole and exclusive property and be subject to the provisions of clause 11.
3. Notwithstanding any of the foregoing, we shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

7. Where you pay for the use of the Media

1. When you pay us for the use of the Media (and it is not supplied to you free of charge or via an arrangement we have with a third party such as your employer or a health insurer) then the following additional clauses apply:
 1. The Media is a digital product and you cannot change your mind about an order once you have paid for a subscription and been given access to the Media.

2. We tell you when and how you can end your subscription for the Media during the order process and we confirm this information to you in writing after we've accepted your order.
3. If you think there is something wrong with the Media please contact us on the details set out above. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law.
4. We can end our contract with you for a product and claim any compensation due to us if:
 - (a) you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
 - (b) you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Media.
5. If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

8. Acceptable use of the Media

1. You must not:

1. use the Media in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Media (or any part of it) or any operating system;
2. infringe our intellectual property rights or those of any third party in relation to your use of the Media including by the submission of any material (to the extent that such use is not licensed by these Terms);
3. transmit any material that is illegal, fraudulent, defamatory, offensive or otherwise objectionable in relation to your use of the Media;
4. use the Media to provide, or purport to provide medical advice;
5. use the Media in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

6. collect or harvest any information or data from the Media or our systems or attempt to decipher any transmissions to or from the servers running the Media;
 7. misuse or attack the Media by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack); or
 8. attempt to gain unauthorised access to the Media, the server on which the Media is stored or any server, computer or database connected to the Media.
2. We may prevent or suspend your access to the Media if you do not comply with these Terms or any applicable law.
9. User generated content. The Media may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not necessarily represent our views or values.
10. Your privacy and personal information. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at <https://www.adora.health/privacy-policy> (as the same is updated from time to time), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
11. Ownership, use and intellectual property rights
 1. The intellectual property rights in the Media (including its features and functionality) and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Media (together "Content") are owned by us and our licensors (as the case may be).
 2. We and our licensors (as the case may be) reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.
 3. Nothing in these Terms grants you any legal rights in the Media or the Content other than as necessary for you to access it or as otherwise set out herein. You agree not to adjust, try to circumvent or delete any notices contained on the Media or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology

embedded or contained within the Media or the Content. Furthermore, none of the Content or our other intellectual property may be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without our express prior written consent, unless and except as is expressly provided in these Terms.

12. Submitting information via the Media

1. While we try to make sure that the Media is secure, we do not actively monitor or check whether information supplied to us through the Media is confidential, commercially sensitive or valuable.
2. Other than any personal information (which will be dealt with in accordance with our Privacy Policy, as noted above) we do not guarantee that information supplied to us through the Media will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

13. Accuracy of information. We try to make sure that the Media is accurate, up-to-date and free from bugs, but we cannot promise that it will be. This does not affect any statutory rights you may have, including where you have paid for access to the Media

14. Third party services, hyperlinks and third party websites

1. The Media may include the option for you to access a medical consultation with a specialist doctor arranged by a third party ("the Medical Support Provider") using a medical helpline service. Prior to receiving such consultation you are required to register with the Medical Support Provider and accept the terms and conditions of the Medical Support Provider. Any such consultation is provided by a specialist doctor and is subject to a medical duty of care. Any medical advice is provided by the specialist doctor through the Medical Support Provider to you and is the responsibility of the Medical Support Provider and/or its specialist doctor and is subject to the arrangements entered into between the Medical Support Provider and you. We may collect charges for the provision of the medical helpline service by the Medical Support Provider as the agent for the Medical Support Provider and retain a commission payment for the introduction to the Medical Support Provider. Subject to clause 15.3, Adora makes no representation warranty or commitment and shall have no liability or obligation whatsoever in relation to any advice or act or omission of the Medical Support Provider and/or its specialist doctors.
2. We may display, include or make available third-party content (including data, information, applications, and other product services) or provide links to third-party websites or services ("Third Party Services"), in each case through the Media or otherwise. Any such links or otherwise are provided

for your convenience only. We have no control over Third Party Services and accept no legal responsibility for any content, material or information contained in them. The display of any link and reference to any Third Party Service does not mean that we endorse the same. Your use of and access to any Third Party Service are governed by the terms and conditions of that Third Party Service and any use of or reference to the same is entirely at your own risk.

3. Notwithstanding the foregoing, you acknowledge and agree that we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

15. Limitation on our liability

1. Subject to the exclusions, limitations and other matters set out herein, we are responsible to you for foreseeable loss and damage caused directly by us through use of the Media in accordance with these Terms. We are not responsible for any loss or damage that is not foreseeable and which:
 1. is not caused directly by us through the use of the Media in accordance with these Terms;
 2. is otherwise caused by, or is as a result of you not complying with the Terms; and/or
 3. occurs through your negligence, fraud, or misrepresentation or other act or omission to which you are at fault.
2. For clarity, loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.
3. 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 or for fraud or fraudulent misrepresentation.
4. Please note that we only provide the Media for your private use. You agree not to use the Media for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
5. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly

follow installation instructions or to have in place the minimum system requirements advised by us.

16. Events beyond our control. We are not liable to you for any delay to the provision of the Media or our other obligations under these terms because of circumstances beyond our reasonable control, including, but not limited to, war, famine, strikes (including of our own employees), lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics. We will contact you as soon as possible to let you know and do what we can to reduce the delay.

17. Rights of third parties. No one other than a party to these Terms has any right to enforce any of these Terms.

18. Variation

1. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 18.
2. **Changes we can always make.** We can always change the Media:
 1. to reflect changes in relevant laws and regulatory requirements];
 2. to make technical adjustments and improvements, for example to address a security threat and to provide new features and functions; and
 3. to update the Media, provided that where you have paid for use of the Media, the Media content always matches the description of it that we provided to you before you paid for it.
3. We can stop providing the Media. Where you have paid to access the Media, we will let you know at least 30 days in advance and we will refund any sums you've paid in advance for the Media which won't be provided.

19. Disputes

1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out above.

20. Other Important Terms

1. These Terms are the terms of a contract whereby we provide you with access to the Media. Nothing in these Terms will create any relationship of partnership, agency or employment between us.
2. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't

do it later. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

3. These Terms and all non-contractual obligations arising out of or in connection with them are governed by English law and subject to the exclusive jurisdiction of the English courts except that 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.