

GENERAL TERMS AND CONDITIONS

BUSINESS CUSTOMER

Article 1 - Definitions

In these Terms and Conditions, the following definitions shall apply:

- a. Agreement: an agreement whereby the customer acquires a product in connection with a distance contract and whereby this product is delivered by the entrepreneur or by a third party based on an agreement between that third party and the entrepreneur;
- b. General Conditions: these general conditions as published on the website of the entrepreneur;
- c. Reflection period: the period within which the customer can exercise his right of withdrawal;
- d. Customer: the natural or legal person acting in the course of his profession or business;
- e. Digital content: data produced and delivered in digital form;
- f. Durable data carrier: any device – including e-mail – that enables the customer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
- g. Right of withdrawal: the customer's option to waive the distance contract within the cooling-off period;
- h. Entrepreneur: Easily offering a wide range of validated home tests (with in many cases medical interpretation and advice); Easily is NEN 7510 / 7512/ 7513 – certified.
- i. Distance contract: a contract concluded between the entrepreneur and the customer in the context of an organized system for distance selling of products and/or digital content, where, up to and including the conclusion of the contract, exclusive or joint use is made of one or more techniques for distance communication;
- j. Account: the account (or results dashboard) managed by the entrepreneur (specifically: the entrepreneur's doctor) in the customer's name to provide test information or contains information provided by the customer after the customer places an order for a product and registers.
- k. Laboratory Mozand and Medical Laboratories Dr. Stein & Collegae: the independent laboratories that entrepreneur collaborates with for the purpose of medical testing. Medical Laboratories Lab stein is DAKKS and ISO 15189 and 17025 certified.

Mozand lab has the ISO 15189 in application and already approved document review. Expected approval March 2023.
- l. Medical advisor: a medical professional registered in the Netherlands BIG;
- m. Sample: a blood, urine, saliva sample or other bodily material of the type required by the laboratory to perform the tests relevant to the product ordered.

- n. Subscription: A subscription purchased by the customer through the website indicating that the customer wishes to receive the test on a frequent basis.

Article 2 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the customer.
2. Before the remote agreement is concluded, the text of these general terms and conditions shall be made available to the customer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate in what way the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the customer's request.
3. In the event that specific product or service terms and conditions apply in addition to these general terms and conditions, the second shall apply mutatis mutandis, and in the event of conflicting terms and conditions, the customer may always rely on the applicable provision that is most favorable to him.
4. If one or more provisions in these general conditions are at any time wholly or partially void or annulled, the agreement and these conditions shall remain in force for the rest and the provision in question shall be replaced by mutual agreement without delay by a provision that approximates the purport of the original as closely as possible.
5. Situations not covered by these general terms and conditions should be judged "in the spirit" of these general terms and conditions.
6. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions, should be interpreted "in the spirit" of these general terms and conditions.
7. By purchasing the product through the website, the customer confirms to be at least 18 years old.
8. The laboratory will use the sample material obtained solely for the requested analysis. In contrast, the laboratory may use anonymized sample material for validation/verification of method and as control material within the laboratory's diagnostics to verify results. In approving these terms and conditions, the customer agrees to the anonymous use of his/her data for the above purposes.

Article 3 - The offer

1. The entrepreneur offers a wide range of validated home tests (often together with medical interpretation and advice on the results). Some home tests can also be ordered in subscription form.
2. An offer stating an offer is valid while supplies last. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
3. The offer contains a complete and accurate description of the product offered. The description is sufficiently detailed to allow a proper evaluation of the offer by the customer. If the entrepreneur uses images, they are a true representation of the product offered.

4. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
5. Each offer contains such information that it is clear to the customer what the rights and obligations are, which are attached to the acceptance of the offer.
6. The product is subject to availability. If the product is not available, the customer will be informed as soon as possible. The customer has the option to cancel the order and receive a full refund.
7. Through the website, it is possible to subscribe to a test. The subscription is for the agreed upon frequency (every 3 or 6 months) and is valid indefinitely. Cancellation is possible at all times through the customer's personal account. Here, under the heading "Subscriptions," you will find an option to cancel the subscription.

Article 4 - The Agreement

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1. The agreement is established at the moment of the customer's acceptance of the offer and the fulfillment of the conditions set forth thereby.
2. In agreeing to this agreement, the client also agrees to the Medical Treatment Agreement Act (WGBO). This law establishes the basis for a doctor-patient relationship and what is known as a treatment agreement.
3. If the customer has accepted the offer electronically, the entrepreneur shall immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the customer can dissolve the agreement.
4. If the agreement is established electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the customer can pay electronically, the entrepreneur will observe appropriate security measures for this purpose.
5. The entrepreneur may – within legal frameworks – inform himself whether the customer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, giving reasons.
6. Each agreement is entered into under the condition precedent of sufficient availability of the relevant products.
7. The Entrepreneur shall include the following information, in writing or in such a way that it can be stored by the Customer in an accessible manner on a durable data carrier, no later than upon delivery of the product to the Customer:
 - The e-mail address of the business owner to which the customer can address complaints;

- the conditions under which and the manner in which the customer may exercise the right of withdrawal, or a clear indication of the exclusion of the right of withdrawal;
- the information on product use and post-purchase warranties;
- the price includes all taxes of the product as well as the delivery of the product to the customer, as well as the provision of testing services by the laboratory and the provision of testing information. When the customer purchases the product from a pharmacy or retailer, the price the customer pays that party for the product is also the price for the testing services by the laboratory and the provision of the test result to the customer;
- if the customer has a right of withdrawal, a form to exercise the right of withdrawal.

Article 5 - Right of withdrawal

1. When purchasing a product, the customer has the option of dissolving the agreement without giving reasons for 14 days. This cooling-off period starts on the day after receipt of the product by the customer or a representative previously designated by the customer and made known to the entrepreneur.
2. During the reflection period, the customer will handle the product and packaging with care. He shall only unpack the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all delivered accessories and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur. The premise here is that the customer may only handle and inspect the product as he would be permitted to do in a retail store.
3. If the customer wishes to exercise his right of withdrawal, he is obliged to notify the entrepreneur within 14 days, after receiving the product. Notification should be done by sending an email to customer service. After the customer has expressed his desire to exercise his right of withdrawal, the customer must return the product within 14 days. Attaching the return form (downloadable from the website) is mandatory. The customer must prove that the delivered items were returned in a timely manner, for example by means of proof of shipment. The customer bears the direct cost of returning the product.
4. If the customer has not expressed a wish to exercise his right of withdrawal or has not returned the product to the entrepreneur after the expiration of the periods mentioned in paragraphs 1 and 3, the purchase is a fact.

Article 6 - Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur enables the notification of withdrawal by the customer by electronic means, he shall send a confirmation of receipt without delay after receiving this notification.

2. The entrepreneur shall refund all payments already completed by the customer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the customer notifies him of the withdrawal.
3. The entrepreneur shall use the same means of payment used by the customer for reimbursement, unless the customer agrees to another method.
4. If the customer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

Article 7 - Exclusion of the right of withdrawal.

The entrepreneur excludes from the right of withdrawal:

- Products manufactured according to customer specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the customer, or are clearly intended for a specific person;
- Products that spoil quickly or have a limited shelf life;
- Products that are not suitable to be returned for reasons of health protection or hygiene and whose seal has been broken after delivery;
- Products that after delivery are by their nature irrevocably mixed with other products.

Article 8 - The price

1. During the validity period stated in the offer, the prices of the products offered will not be increased, except for price changes due to changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no control, with variable prices. This bond to fluctuations and the fact that any prices quoted are target prices are stated with the offer.
3. The prices mentioned in the offer of products include VAT and shipping costs if stated with the offer. Shipping to countries outside the Netherlands is subject to a surcharge on shipping costs.

Article 9 - Compliance

1. The entrepreneur guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the existing legal provisions and / or government regulations on the date of the conclusion of the agreement.
2. An additional guarantee provided by the entrepreneur or his supplier never limits the legal rights and claims that the customer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfill his part of the agreement.

Article 10 - Delivery and execution

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1. Products will be shipped to the address provided by the customer within a maximum of 5 business days after order confirmation. The place of delivery is the address that the customer has made known to the entrepreneur. If the delivery location is changed after the order confirmation is sent, the product will be delivered to the original address.
2. The risk of damage and/or loss of products rests with the entrepreneur until the time of delivery to the customer or a representative designated in advance and made known to the entrepreneur, unless otherwise expressly agreed. Product-related risks pass to the customer once the product is delivered to the delivery address specified in the order confirmation.
3. If, after receiving the product, it appears that the wrong product was shipped or the product is damaged or incomplete, the customer should notify customer service by email or phone as soon as possible. The customer will be sent a replacement product as soon as possible.
4. If delivery is delayed, or if an order cannot or can only be partially fulfilled, the customer will be notified no later than 10 days after the order was placed. In this case, the customer has the right to rescind the contract without charge. After dissolution, the entrepreneur will promptly refund the amount paid by the customer.
5. If necessary, the customer should send the test itself by enclosed medical reply envelope (Post NL) to the laboratory, where the tests are processed. Results are validated by the head of the laboratory.
6. Following a particular result, a certificate may be issued.
7. Specific issues regarding the results can be reported per test category.
8. The entrepreneur is obliged to keep all confidential information obtained in the context of the agreement confidential. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.
9. If, pursuant to a statutory provision or a judicial decision, the Entrepreneur is required to provide confidential information to a third party designated by law or by the competent court, and the Entrepreneur cannot invoke a right to privilege recognized or permitted by law or by the competent court, then the Entrepreneur is not required to pay damages or compensation and the Customer is not entitled to terminate the contract on the grounds of damage suffered and to be suffered as a result.
10. If a subscription is in place, the entrepreneur will send out the new test based on frequency (every 3 or 6 months). The place of delivery is the address that the customer has made known to the entrepreneur when the subscription is concluded. The address can be changed in the customer's personal account (under the heading of subscriptions).

Article 11 - Payment

1. Unless otherwise agreed, the amounts owed by the customer must be paid within 14 working days after the start of the reflection period referred to in Article.
2. The customer is never obliged to pay more than 50% in advance. Where advance payment has been stipulated, the customer may not assert any rights regarding the execution of the order or service(s) in question until the stipulated advance payment has been made.
3. The customer has the duty to immediately report inaccuracies in payment information provided or stated to the entrepreneur.
4. If the customer does not comply with his payment obligation(s) in a timely manner, he is, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the customer a period of 14 days to still comply with his payment obligations, after the non-payment within this 14-day period, due the legal interest on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him.
5. With a subscription, the cost of the new test will be debited from the account number made known when the subscription is taken out a few days before the new test is sent.

Article 12 - Warranties and liability

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1. In case the customer receives the product by mail or purchases the product in the store, the customer should carefully follow the enclosed instruction manual and for some tests the available online instruction video. If the customer does not strictly follow the enclosed instructions for use and/or instruction video, no liability can be accepted by the entrepreneur for the results.
2. In order to obtain test results, the customer must have created an account and complete ID verification in the account. Failure to verify the client may result in the test result not being able to be processed. Test results are reviewed by one of Easly's physicians. Because this establishes a mutual treatment relationship, Easly is required by law to verify the identity of the customer.
3. The customer is responsible for completing all testing instructions. The entrepreneur is never liable for incorrectly used, and therefore unusable, tests and therefore does not need to reimburse them.
4. The customer may not duplicate the user account. When the customer creates an account, the business owner assumes that the customer provides the correct contact information. Only then can the client access the personalized test information.
5. There is no guarantee that the tests performed and the resulting test results as part of the Services will be 100% accurate due to the nature of the tests performed.
6. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the customer, nor for any advice regarding the use or application of the products.

7. The warranty does not apply if: the customer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties; the delivered products have been exposed to abnormal conditions or otherwise carelessly treated or have been treated contrary to the instructions of the entrepreneur and/or on the packaging;
8. By using the product, the customer acknowledges that the test results provided by the entrepreneur do not constitute a definitive diagnosis. All test results must be verified by a licensed physician before final interpretation.
9. The product should only be used in accordance with the instructions for use. Customer also agrees not to use the product for resale or in violation of applicable local, national or international laws or regulations.
10. If the customer proves that he has suffered damage due to an error by the entrepreneur which would have been avoided if the entrepreneur had acted carefully, the entrepreneur is only liable for direct damage up to a maximum of the agreed amount.
11. Direct damages shall mean only:
 - the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - any reasonable costs incurred to establish the Entrepreneur's failure to comply with the contract, if attributable to the Entrepreneur;
 - reasonable costs incurred to prevent or limit damage, insofar as the customer demonstrates that these costs have resulted in limiting direct damage as referred to in these general terms and conditions.
12. Entrepreneur shall not be liable for indirect damages, including consequential, or incidental damages, including damages for loss of data, loss of reputation, loss of profits, loss of emotional well-being caused by the test information and/or results, resulting from or related to the product provided by Entrepreneur and/or damages due to non-binding information or advice given by Entrepreneur, the content of which is not expressly part of the agreement.
13. The limitation of liability laid down in paragraph 12 of this article is also stipulated for the benefit of the third parties engaged by the contractor for the execution of the order.
14. The entrepreneur is not liable for damage or destruction of products during transportation or during shipment by mail, regardless of whether the transportation or shipment is made by or on behalf of the entrepreneur or third parties.
15. The entrepreneur cannot be held liable for the non-fulfillment of an order due to force majeure, such as exhaustion of stock or failure to deliver by suppliers or the non-fulfillment of orders due to accidents, strikes, fire, flooding, etc. This enumeration is not limiting.

Article 13 - Privacy Policy and Password

1. The Privacy and Cookie Policy is posted by the business owner on the website.
2. The password created by the customer for registration should be kept confidential, not disclosed to others and used only by the customer.
3. If the customer suspects that the account or password is known to a third party, the customer should notify Entrepreneur immediately. However, the entrepreneur is never liable if this information is known to a third party or if it is misused by a third party.

Article 14 - Complaints

1. Complaints about the performance of the agreement must be submitted to the entrepreneur at klantenservice@easily.nl within 14 days after the customer discovers the defects, fully and clearly described.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the customer can expect a more detailed response.
3. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
4. If a complaint is found valid by the entrepreneur, the entrepreneur will replace the delivered product free of charge.

Article 15 - Disputes

1. Contracts between the entrepreneur and the customer to which these general terms and conditions relate are exclusively governed by Dutch law. Even if the customer is resident abroad.
2. The Vienna Sales Convention does not apply.
3. Should any disputes arise as a result of the Agreement that cannot be settled amicably, they will be submitted to the competent court of the district where the entrepreneur is located. Entrepreneur and Customer may agree to settle their disputes by way of binding advice or arbitration.

Article 16 - Intellectual property

1. The customer expressly acknowledges that all intellectual property rights of displayed information, communications or other expressions relating to the product belong to entrepreneur, suppliers or other right holders.
2. Intellectual property rights means patent, copyright, trademark, design and model rights and/or other (intellectual property) rights, including know-how, methods and concepts.

3. The customer and third parties are prohibited from using, including making changes, the intellectual property rights as described in this article, such as reproduction, without the express prior written consent of entrepreneur, its suppliers or other claimants.

Article 17 - Final provisions

1. The information on Entrepreneur's website in no way contains medical advice or instructions that permit diagnosis or initiate or supervise medical treatment. If the client has questions regarding a particular diagnosis or treatment, the client should consult with a physician or other qualified providers.
2. Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the customer and must be recorded in writing or in such a way that they can be viewed by the customer in an accessible manner.