

TERMS OF SERVICE

These terms of service (hereinafter referred to as “Terms of Service”) govern the provision of Services (hereinafter referred to as “Services”) through the Website and the HealthPlate Application (hereinafter jointly referred to as “HealthPlate System”) and apply for managing legal relationships between HealthPlate OÜ (hereinafter referred to as “Company”/“we”) and a natural person, who wish to use the Services (hereinafter referred to as “you” / “User”). These Terms of Service constitute a service agreement between the Company and each User under the applicable Legislation.

By using the HealthPlate System, you explicitly agree to these Terms of Service. You must carefully read these Terms of Service prior to the use of the HealthPlate System. If you do not agree to these Terms of Service partially or fully, you must not use the HealthPlate System in any way and immediately delete the HealthPlate Application from your mobile device.

By accepting these Terms of Service, you acknowledge and confirm that these Terms of Service are developed under and governed by the applicable Legislation. At the same time, when using the HealthPlate System, you must (if applicable) act in accordance with the demands of the national laws of the country of your residency at your sole discretion, regardless of the conditions set forth in these Terms of Service.

DEFINITIONS

“HealthPlate Application” / “Application” means the application developed and owned by the Company, through which the Company provides the Services to the Users. Application can be used by means of downloading it to the User’s mobile device.

“Website” means the website <https://healthplateapp.com/>.

“Legislation” means, for the purposes of these Terms of Services, the legislation of the Republic of Estonia and the legislation of the European Union to which the Company is subject.

“Services” means services provided through the HealthPlate Application by Company to the Users, including Paid Services.

“Paid Services” means the Services available to the User upon subscription to the Paid Services. Provision of the Paid Services contemplates the use of expanded functions of the HealthPlate application.

HEALTHPLATE DESCRIPTION

The main purpose of the Services provided through the HealthPlate System is to help you correct and improve your well-being and lead healthier life. By using the Services, you have the ability to utilize the Application, within which some personalized content regarding healthier nutrition can be available for you. Such content is based on the information obtained from you, in particular regarding your food preferences and habits. All the personalized content is generated by a unique software algorithm developed by the Company, implemented and used within the Application.

You understand and agree that you are solely responsible for your own health and nutrition. Company is not a medical organisation and all the information regarding healthy nutrition that can be available within the Application shall never be considered medical advice or medical prescription. Any information or content made available through the Application will not replace consultation provided by a doctor or other qualified healthcare professional. If you are unsure whether the information regarding healthy nutrition made available through the Application is applicable to you, you should seek advice of a doctor or other qualified healthcare professional. We do not make diagnoses and

provide you with any medical treatment. In any case, prior to the use of HealthPlate application, we strongly recommend you consult a doctor or other qualified healthcare professional. ...

USE OF HEALTHPLATE SYSTEM

Downloading. You can download the HealthPlate application directly in the iPhone App Store and the Google Play Store. While browsing the Website, you can find and follow the link to the Application page in the iPhone App Store and the Google Play Store. The mere fact of downloading the HealthPlate Application to your mobile device does not constitute the provision of the Services to you by the Company.

Restrictions. Using the HealthPlate System, you agree and guarantee to use the HealthPlate System for your private purposes adhering to the applicable Legislation.

When downloading the HealthPlate System, you agree not to:

- use the Website and/or Application in a manner that violates any legislation;
- copy, print, republish, display, distribute, transmit, sell, rent, lease, or otherwise make available in any form or by any means all or any portion of the HealthPlate System or any content, materials or information retrieved therefrom;
- use any content, materials or information from the HealthPlate System in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of the Company or any third party;
- use the HealthPlate System for any commercial purposes or for the purposes of marketing, advertising, or promoting;
- use the HealthPlate System in a manner that intend to cause emotional distress or bodily suffering for other people, including (but not limited to) other Users;
- upload any information that is illegal, false, defamatory, libellous, hateful, threatening, harassing, racially or ethnically offensive, pornographic, obscene, or encourages anything that would be considered a criminal offense, give rise to civil liability, violate or infringe any third party rights or any law or regulation, including but not limited to laws or regulations relating to intellectual property rights, or harm or threaten the safety of any person, and use the HealthPlate System in relation to or in combination with the such information;
- use the HealthPlate System in a manner that could harm any other people, including (but not limited to) other Users.

Account. Once the HealthPlate Application is downloaded to your mobile device, you should register an account for the use of the Application. Prior to the registration of the account, you must agree with these Terms of Service and Company's Privacy Policy. Registration of the account requires you to enter your actual email address (as a login), a password and other personal information. Upon the registration of the account, you can start using the HealthPlate Application and subscribe to the Paid Services provided through the Application. You understand and confirm that you are solely responsible for the proper storage of your account details in a safe manner. You shall take all reasonable steps to ensure that your password and account details are kept confidential and secure. You must properly use your account and the password used for the account registration. You must never transfer or make accessible your account details to any third party. If there is any reason to believe that a password has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way, you shall immediately inform the Company.

You are solely responsible for the access of third parties to the account, downloaded Application, and the Services provided through the HealthPlate Application using your password. The Company in no event shall be liable for any loss or damages relating to such access. You are solely responsible for the all the information, content and materials uploaded under your account.

Deletion of account. You can delete your account whenever you wish at your sole discretion. The deletion of your account automatically triggers the deletion of all the personal data about you, all the content uploaded by you during your use of the HealthPlate application, and all other information, content and materials uploaded by you under your account. Once your account is deleted, you will not be able to use the Services provided through the HealthPlate System until you create a new account.

Please, note that your account will not be deleted if you merely uninstall the Application from your mobile device. To delete your account, you must use an appropriate tool available in the Application settings.

Collection mode. Once an account is registered, you can use the Application in the Collection mode free of charge. For the purposes of these Terms of Service, the Collection mode shall mean the period of 7 days since the date of your account registration. During the Collection mode, not all of the functionality of the Application is available for you to use. During the Collection mode, we may ask you to provide information on how you eat, meal portions size, and your food preferences. At the same time, we may ask you to answer some questions regarding your physical conditions, etc. This information helps us identify healthy and unhealthy foods you consume every day during the Collection mode. The Company is entitled to change the length of the Collection mode specified in these Terms of Service at its sole discretion.

Subscription. If you wish to use all the functions of the Application, you should subscribe to the Paid Services before or when the Collection mode is over. The subscription fee is determined in the Application. We may accept a variety of different methods of payment, depending on your device and location, including Apple iTunes and Google Play. If you subscribe to the Paid Services, you will be granted access to the additional functions of the Application during the subscription period, depending on your chosen subscription. For the purposes of these Terms of Service, the subscription period shall mean a period of one calendar month as of the day the appropriate subscription fee is paid. All subscriptions within the Application are paid in advance. The Company is entitled to change the length of the subscription period specified in these Terms of Service at its sole discretion.

Cancellation of subscription. If you wish to cancel your subscription, you can do this at any time. You can cancel your subscription by using the appropriate tools available in the Application settings. When you cancel your subscription prior to the end of the subscription period you have paid for, you retain access to the content and all the functions of the Application until the end of the current subscription period. Once the respective subscription period ends, your access to the Paid Services and the appropriate content will be revoked.

Please, note that if you have subscribed to the Application through the use of AppStore or Google Play Store, you can only cancel your subscription through the use of their respective services. Even if you delete your account or uninstall the Application from your mobile device, your subscription will not be cancelled.

USE OF WEBSITE

The main purpose of the Website is to acquaint you with the HealthPlate products and services. You can visit our Website and find much useful information on HealthPlate, including but not limited to, information on our personal approach to every User, some features of the algorithm developed by the Company and implemented within the Application, and benefits that may provide to you. You can

always become aware of the selected articles and information about healthier nutrition and maintenance of wellbeing contained in the Website blog. If you visit our Website for the purposes of downloading the Application, you can find and follow the link to the Application page in the iPhone App Store and the Google Play Store.

USER AGE

We provide Services to adult persons only. If you wish to use the HealthPlate Application and register the account, you must be at least 18 (eighteen) years old. If we become aware of the use of the Application by an underage person, we will immediately restrict the use of the Services by such person and delete the account registered by such person without undue delay. We shall not bear any liability in case you provide us with not full, not accurate, or misleading information about your age.

LIABILITY AND LIMITATION OF LIABILITY

Company and the User incur a liability under the applicable Legislation. You understand and confirm that you use the HealthPlate System at your sole discretion and your own risk. You also confirm that you will use any results of the Services provided through HealthPlate System at your own risk. Company never forces you to use the results of the Services provided through HealthPlate System. You agree to indemnify and hold the Company and its officers, directors, employees, contractors, counterparties, and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of these Terms of Service or your violation of the HealthPlate System or any applicable Legislation or third party rights.

The HealthPlate System is provided on an "as is" and "as available" basis. To the extent permitted by applicable Legislation, the Company gives no warranty, express or implied, as to the quality, content, and availability of the Website or the Application. The Company does not guarantee that any content or information in the HealthPlate System is accurate and corresponds to your expectations. To the extent permitted by applicable Legislation, you understand and agree that neither the Company nor its partners, officers, directors, employees, representatives, or agents shall be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, or any other damages relating to or resulting from your use or inability to use the services or from any actions the Company takes or fails to take. These include damages for errors, omissions, interruptions, defects, delays, system viruses, loss of profits, loss of data, unauthorized access to and alteration of transmissions and data, emotional distress, and other tangible and intangible losses. Company is not responsible for any personal injury or any other damages that may have been the result, direct or indirect, of any use or misuse of the HealthPlate System. To the extent permitted by applicable Legislation, the Company aggregated liability for any direct damages shall be limited to the lesser of subscription fees paid by you during the previous calendar year or during the period of the actual use of the Paid Services if you use the Paid Services less than 1 (one) year. Any claims arising out of or in connection with your use of the HealthPlate System must be brought within one year of the date of the event giving rise to such action occurred. The limitation of liability described in these Terms of Service does not affect your right to claim compensation for damages for injury to your life or health arising from our negligence and for any other liability which cannot be excluded under the applicable Legislation. If you violate the terms of use of the Application, the Company is entitled to stop providing the Services at its sole discretion and delete your account, if required.

PRIVACY

For the proper provision of Services, we can ask you to provide some information and some personal data. You confirm that all information and personal data you provide to us within the HealthPlate System, including the information required for the registration of the account, is true, accurate, actual

and complete. You are solely responsible for the truthfulness, accuracy, actuality and completeness of the information and personal data provided to us.

The Company guarantees that the personal data obtained from you will be used, stored or otherwise processed in a manner that ensures the highest level of security under the applicable Legislation. The terms and conditions of the personal data processing by the Company are specified in the [Privacy Policy](#), which is an integral part of these Terms of Service.

INTELLECTUAL PROPERTY

You understand and agree that the HealthPlate System, including but not limited to content, graphics, user interface, design, audio clips, video clips, the scripts and software used to provide to you the Services, are owned by the Company and/or its licensors, and is protected by applicable intellectual property and applicable Legislation, including but not limited to copyright. The HealthPlate name, the HealthPlate logo, and other trademarks registered in the name of the Company, service marks, graphics, and logos used in connection with the services are trademarks or registered trademarks of the Company in the European Union and other countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks and logos. You agree not to use any Company's intellectual property for any other purposes except for the use of the Services unless otherwise is stipulated by the applicable Legislation. All information upload by you through your use of HealthPlate shall remain or become your sole property with all of the rights associated with such exclusive ownership.

SUPPORT

If you have any questions about the Services or the use of the HealthPlate System you can submit a request to our support team at the following email address: info@healthplateapp.com, and we will provide you we the response as soon as possible but not later than during 72 hours.

Our support service is available 24/7 during the year.

ELECTRONIC COMMUNICATION

We may send you system (technical) emails or messages in the Application regarding the use of the Application.

To ensure the most effective use of the HealthPlate System or the Services, we may send you emails with news, information that may be useful for you, or commercial information, in particular the most relevant offers of Services to raise our marketing efficiency. If you do not want to receive such emails from us, you can unsubscribe from such emails in your account settings.

CHANGES AND IMPROVEMENTS

The Company shall have the right, at its sole discretion, to modify, add, or remove any terms or conditions of these Terms of Service without notice or liability to you. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for the Services or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for the Services, you should discontinue your use of the Services. You agree to review the Terms of Service from time to time and agree that any subsequent use by you of the Services following changes to the Terms of Service shall constitute your acceptance of all such changes. The date of the last modification is listed at the bottom of these Terms of Service.

MISCELLANEOUS

The Terms of Service are in force between the Company and the User for an indefinite term. In case of deletion of the account, the service agreement, constituted by these Terms of Service, shall be considered terminated.

If the User does not use the Paid Services during 3 (three) years after the last day of the last Subscription Period expired, the service agreement, constituted by these Terms of Service, shall be considered terminated. Upon the termination of the service agreement, your account and all your Personal Data will be deleted automatically unless otherwise is determined in the Privacy Policy. Company is entitled to assign its rights and/or obligations under these Terms. You understand and agree that you are not entitled to assign your rights and/or obligations under these Terms of Service to any third party.

All claims arising out of or relating to these Terms of Service or use of the HealthPlate System shall be resolved by the Estonian courts under the applicable Legislation.

Except as expressly specified herein, these Terms of Service shall create rights and obligations only between the Company and each User that accepts these Terms of Service and it does not create any rights for any other parties.

CONTACT DETAILS

For further information, inquiries or assistance you may contact the Company at the following email address: info@healthplateapp.com.

Please note that we do not have any competence to answer any enquiries requesting medical advice. Such enquiries should be addressed to an appropriate doctor or other qualified healthcare professional.

Contact details of the Company are following:

Full title: HealthPlate OÜ;

Address: Harju maakond, Tallinn, Kesklinna linnaosa, Vesivärava tn 50-201, 10152, Estonia;

Registry code: 16008268;

E-mail address: info@healthplateapp.com;

Tel: +38(050)430-09-81.

Effective Date: This document is effective as of November 10th, 2020.