

# Terms & Conditions EN

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Thank you for choosing to use our platform. Please note that use is subject to the following General Terms of Use (hereinafter referred to as “**Terms**”). Therefore, we ask you to carefully read and accept these terms and conditions, as well as our privacy policy, before beginning to use our platform. It’s not possible to use our platform without prior acceptance of these provisions.

## Levy Health USA, Inc.

### Who is LEVY Health?

LEVY is a purely web-based platform offered and operated by us, Levy Health USA, Inc., 1111B S Governors Ave #6029 Dover, DE 19904, represented by the management (hereinafter referred to as “LEVY”) under [www.levy.health](http://www.levy.health) and any associated sub-domains.

### What can LEVY do for you?

Regardless of whether you want a natural pregnancy or are already undergoing medical treatment for artificial insemination, thanks to LEVY you now have the opportunity to quickly and easily contact qualified reproductive doctors with your questions via video call and get clarity about your fertility.

You can analyze your fertility using the LEVY Fertility Code, which you can later use as the basis for reproductive counseling. Without obligation, you can also have a medical consultation with an independent doctor of your choice as a second step in our range of services.

## Who can you turn to?

If you have any questions or encounter technical problems while using our platform, you can contact us at any time by email at [care@levy.health](mailto:care@levy.health).

This also applies if a term used by us in the context of these provisions is unclear to you or if you have questions about these provisions or our range of services.

**Note:** We provide a brief summary of what's entailed in each section at the beginning to facilitate a better understanding. Please note that these summaries are for convenience only and do not have any legally relevant explanatory content. Each section is numbered in ascending order.

# 1. Scope of Agreement and Services, General Terms

In this section you will find out more about the purpose of these regulations and to whom they apply in detail. It also tells you where you can find the current version of these terms and conditions at any time.

- (1) These terms and conditions apply to our entire range of services which you can access at [www.levy.health](http://www.levy.health), and any associated sub-domains, and are intended to govern the contractual relationship between you and us, Levy Health GmbH.
- (2) Deviating provisions shall not be recognized by us as a matter of principle. Anything to the contrary can only apply by express written agreement.
- (3) You may only use our range of services if you are aged 18 or over and are a consumer within the meaning of § 13 BGB. A consumer is any natural person (human being) who enters into a legal transaction (e.g. a purchase contract) for purposes that cannot be attributed to his or her commercial or self-employed activity. Our range of services is intended exclusively for use in the private sphere of life and may therefore not be used by you for professional or commercial purposes. Entrepreneurs in the sense of § 14 BGB (German Civil Code) are therefore excluded from using our range of services. Anything else may only apply by express written agreement.
- (4) If you need to be represented by a third party in business matters (limited legal capacity), the use of our range of services is only permitted if the consent (approval) of the third party authorized to represent you has been obtained beforehand.

You can access, download and print the current version of the terms and conditions at any time at [www.levy.health](http://www.levy.health).

## 2. Our Range of Services

In this section you will find out what services we offer you and where you can find information about our full range of services at any time.

(1) LEVY Health offers you a range of services in accordance with the following paragraphs. This consists of our own services to you which we invoice to you. Our range of services is linked to additional services. We only organize the administrative side and set up contact for these additional services, and you can obtain them from independent medical service providers for an additional fee. This way, you can put together an almost comprehensive reproductive medical counseling offer for yourself.

(2) You use the LEVY Fertility Code (more details in the following paragraphs 3 to 4) to determine the possible causes of fertility problems. Based on this, LEVY Health enables you to use third-party medical counseling services in the field of reproductive medicine (for more details, see paragraphs 5 to 9 below).

(3) The LEVY Fertility Code is a software with algorithms developed by doctors that can shorten the time to diagnose health conditions that cause fertility problems and help you pursue a holistic therapeutic approach to improve fertility. The LEVY Fertility Code is a certified clinical decision support medical device that uses in vitro diagnostic equipment and your health data to help doctors diagnose conditions that affect fertility. In this way, the LEVY Fertility Code combines algorithm-based medical fertility analysis with individualized blood value diagnostics (see paragraph 4 below for more details).

(4) The first step of the LEVY Fertility Code is to fill out an interactive medical questionnaire using a web browser. Our questionnaire contains a large number of questions which are constantly being developed and react interactively based on your responses. The aim is to provide the software with specific information about your health and current life situation for the intended analysis. The algorithm stored in the software draws on our clinical knowledge database, which was developed based on an extensive evaluation of specialist medical literature, studies, clinical guidelines and similar sources. By submitting the completed questionnaire, you initiate the analysis process with the LEVY Fertility Code. You are obliged to answer all questions posed to you truthfully and completely within the framework of this process as well as to carry out the (laboratory) medical evaluation by LEVY Health or third parties. You must inform LEVY Health immediately of any changes in your state of health which are or could be likely to influence the evaluation. Giving complete and truthful answers is a mandatory prerequisite for the analysis process and result to function properly.

(5) As soon as the result of the analysis is available, which the LEVY Fertility Code has determined on the basis of your data, you will receive a message from us as part of our service offer. You then have the option of appointing a doctor of your choice to accompany you further in the analysis process. You can find a selection of possible doctors on our platform. We will organize the contact and administrative process for you so that you can conclude a treatment contract directly with the doctor of your choice. Establishing contact with the doctor is part of our service offer. The medical consultation itself is carried out directly by this doctor and expressly not by us, i.e. it is not part of our range of services.

(6) The result of the analysis by the LEVY Fertility Code will first be verified by the doctor selected by you. If, on the basis of your individual analysis result, the doctor feels that there is a need to carry out a blood test to measure certain reproductive medicine biomarkers, the doctor will determine the biomarkers required for this. This is not part of our range of services. As part of our service, our staff will then contact you by video call, inform you of the necessity of a blood test and the biomarkers to be determined as well as the suitable cycle days recommended by the doctor, and suggest suitable laboratories for a blood sample. You then have the choice of which laboratory you will go to for your blood test.

(7) The blood test in a laboratory of your choice is carried out based on your own request by concluding a separate treatment contract with the laboratory. It is not part of our range of services. After receiving the result of this blood test, you will independently submit your result to LEVY Health.

(8) As part of our service offer, your blood test results are then combined with your individual analysis result and additionally evaluated by the LEVY Fertility Code. Once the analysis is complete, you will receive a message from us informing you of the overall result.

(9) At the same time, at your request, we will organize an appointment with the doctor you have chosen (making an appointment/establishing contact is part of our service offer). The doctor you have chosen can access the entire evaluation result of the LEVY Fertility Code with your consent; the doctor will receive the corresponding access data for this purpose. He/she can then explain the result to you online by means of video call and discuss the next steps. The medical consultation itself is carried out directly by the doctor selected by you and expressly not by us, i.e. it is not part of our range of services.

(10) All medical consultation services are provided by appropriately qualified medical service providers (in our case doctors) in their name and responsibility. You therefore conclude a separate treatment contract with them in advance. We ourselves expressly do not provide any medical services, but only facilitate the establishment of contact.

(11) You also have the option for us to organize counseling sessions with selected fertility experts. Most of these experts have no medical training, but are trained naturopaths or fertility coaches.

(12) We reserve the right to adjust our range of services at any time with effect for the future. We can therefore not guarantee the permanent existence of certain offers. However, this does not apply to services within an existing contractual relationship.

(13) Further information on our range of services can be found at [www.levy.health](http://www.levy.health).

### **3. Contractual Relationship**

In this section you will find out how a user agreement is concluded between you and us on the basis of these provisions, who is expressly not a contractual partner nor is to become a contractual partner, and when the user agreement ends.

(1) The use of our range of services is only possible after the conclusion of an effective contract of use on the basis of these provisions.

(2) A contract of use between you and us comes into being when you make a binding booking for a fertility counseling session on our platform. To do this, visit our platform at [www.levy.health](http://www.levy.health) and click on the button “Book now”. You can then add the desired number of fertility counseling sessions to your personal shopping cart by clicking on the button “Add to cart”. You can start the checkout process by clicking on the button “Order” in the shopping cart. You will then be taken to an overview page where you can check your order once again and provide us with additional information about yourself that is absolutely necessary for the processing of the contract with you (contact information, payment information and billing address). You make a binding order by clicking on the button “Order” on the overview page (time of the conclusion of the contract).

(3) Please note that you must confirm that you have read and accepted these terms and conditions and our privacy policy by ticking the relevant box before completing your order.

(4) As a precautionary measure, we would like to point out that the contract of use, which comes into effect through the binding booking of the fertility counseling session, applies exclusively in the relationship between you and us for the purpose of making use of our range of services. The contract of use expressly does not apply to the provision of medical services which, according to legal or comparable regulations, may only be provided by appropriately qualified medical service providers.

(5) Any third parties, such as medical service providers (in our case reproductive doctors, naturopaths and coaches), are and shall expressly not be contractual partners of the contract of use concluded on the basis of these provisions. If third parties provide medical services, this is done exclusively on the basis of an individual contractual agreement between the respective medical service provider and you (treatment contract).

(6) The user contract ends automatically after the service has been provided. The service is deemed to have been provided after you have received an email from us with access to your personal fertility counseling session.

## **4. Prices and Payment Processing**

In this section, you will find out how the prices for our range of services are determined and how the payment process works.

(1) All prices shown within the scope of our range of services already include the statutory value added tax. This will nevertheless be shown separately.

(2) You will only receive an invoice from us for services that you book via our platform. A distinction must be made between the billing of services from medical service providers.

(3) We provide our services from the user contract, i.e. the use of the LEVY Fertility Code and the organization of counseling and laboratory appointments, only with advance payment.

(4) The services of the external medical service providers (including doctors, naturopaths or fertility coaches) under the treatment contract will be paid directly to the respective aforementioned service provider after the respective medical service has been provided. However, LEVY Health will take over the preparation and delivery of the invoice and settlement of the stated fee for the external medical service providers (including doctors, naturopaths or fertility coaches) on behalf of the respective service provider. LEVY Health uses the financial service provider STRIPE Connect for this purpose. Further information on the handling of your personal data in the context of payment processing can be found in our data protection declaration. You can access, download and print out the current version of the data protection declaration at any time at [www.levy.health](http://www.levy.health).

(5) If your insurance company covers part of or all of LEVY Fertility Code costs, please make sure you receive an invoice from us.

## **5. User Obligations**

In this section, you will find out what obligations you have as a user of our platform and the services we offer.

(1) As a user of our platform and thus of our range of services, you are exclusively entitled to the rights to our range of services granted in accordance with these provisions.

(2) All content published via our platform (e.g. texts, images and videos) is fundamentally protected by copyright and is generally our property or licensed by us accordingly.

(3) You may only use our platform as well as our range of services appropriately and in particular not disseminate any prohibited, disparaging, insulting, violence-glorifying and/or pornographic content.

(4) Furthermore, we would like to point out once again that our range of services is intended exclusively for use in the private sphere of life and may therefore not be used by you for professional or commercial purposes.

## **6. User Data, Data Protection & Privacy**

In this section, we inform you that we collect and process personal data from you in connection with our platform and our range of services within the meaning of the General Data Protection Regulation (GDPR). We also show you where you can find further information on this.

(1) We collect and use your personal data within the meaning of Art. 4 No. 1 of the General Data Protection Regulation to initiate and process the contractual relationship with you. Accordingly, personal data is all information that can be assigned to a specific person (e.g. you). This includes, among other things, your billing address or payment information.

(2) Details about the use of and our handling of your personal data can be found in our privacy policy at any time. You can access, download and print the current version of the data protection declaration at any time at <https://www.levy.health/en/privacy/> .

(3) The data protection policy of Levy Health GmbH applies to the processing of personal data. This can be viewed at <https://www.levy.health/en/privacy/>. By accepting the Terms & Conditions and the Data Privacy Policy, the customer expressly agrees to the collection, processing and use of personal data in accordance with the Terms & Conditions and the Data Privacy Policy.

(4) Personal data collected can be used for further research purposes such as conducting studies and for further development to improve our products and services.

(5) To enable us to provide our service, we share necessary personal data with the doctor treating you.

(6) If your insurance is a LEVY Partner and covers part of or all of the costs, we will share your anonymized health data with your insurance company.

## **7. Warranty Rights, Guarantees and availability**

In this section, we explain what rights you can invoke in the event of problems and inform you about any guarantees offered (including with regard to the availability of our platform).

(1) Our warranty for material defects and title defects shall be governed exclusively by the applicable statutory provisions.

(2) We expressly do not guarantee that the use of our range of services will result in an improvement in your well-being or state of health. In particular, we do not guarantee any specific success in this regard.

(3) As a matter of principle, we do not give any guarantees. If, in exceptional cases, we do advertise guarantees, the details of these are set out in the respective guarantee conditions which we provided to you in text form before conclusion of the contract.

(4) We ensure a 98 percent availability of our range of services. Excluded from this are times when maintenance work is being carried out on servers and/or software. We will inform you about planned maintenance work and any downtimes that may be associated with it in due time.

(5) An appointment for a consultation with an external medical service provider (e.g. doctors, naturopaths or fertility coaches) that you have booked bindingly can be postponed by you free of charge once up to 48 hours before the start of the day the appointment. The rescheduling request can be made directly via the "Calendly" tool on the platform. The alternative appointment must take place within four weeks of the previously agreed appointment. If a new appointment cannot be booked before the 48-hour deadline, additional costs of €77.76 will be incurred.

## 8. Cancellation Policy

In this section, we inform you – as a consumer in the sense of § 13 BGB – about your statutory right of withdrawal. Your right of withdrawal is not unlimited, but may be excluded under certain conditions. Please note that in the following we use “you” to address you. We do this because we are not allowed to deviate from the legally prescribed sample text.

### (1) Right of withdrawal:

You have the right to withdraw from this contract within fourteen days given that it is before the creation of your lab requisition without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear declaration (e.g. an email or letter sent by post). You can use the attached model withdrawal form for this purpose, but this is not mandatory. To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of this right of withdrawal before the expiry of the withdrawal period. Your right of withdrawal expires prematurely if we have provided the service in full and have only started to perform the service after you, as a consumer, have given your express consent to this and at the same time have confirmed your knowledge that you lose your right of withdrawal upon the complete performance of the contract by us.

### (2) Consequences of cancellation:

If you cancel this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days of the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged for this repayment. If you have requested that the service should begin during the withdrawal period, you must pay us a reasonable contribution, which corresponds to the proportion of the services already provided up to the time at which you have informed us of the exercise of the right of withdrawal with regard to this contract, compared to the total scope of the service provided for in the contract. If our service has been provided free of charge, you are not entitled to a refund.

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### (3) Sample cancellation form:



I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods: \_\_\_\_\_ (\*) / the provision of the following service: \_\_\_\_\_ (\*)

Ordered on: \_\_\_\_\_ (\*)/ received on: \_\_\_\_\_ (\*)

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_

Signature of consumer(s): \_\_\_\_\_

(only if communication is on paper)

Date: \_\_\_\_\_

(\*) Delete where inapplicable

You can send your cancellation either by post to

Levy Health USA, Inc.

1111B S Governors Ave #6029

Dover, DE 19904

or by e-mail to [hello@levy.health](mailto:hello@levy.health)

## 9. Disclaimer

In this section, we explain to you the extent to which we are liable to you as the provider of our platform and the associated range of services.

(1) We shall only be liable to you in accordance with the following provisions.

(2) Any claims for damages by you against us are excluded. Excluded from this are your claims for damages arising from injury to life, limb or health, as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, one of our legal representatives or vicarious agents. Furthermore, liability for the breach of obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which you may regularly rely (so-called cardinal obligations), shall remain unaffected. In the event of a slightly negligent breach of these contractual obligations, LEVY Health shall only be liable for the foreseeable damage typical for the contract, unless it is a matter of claims for damages arising from injury to life, limb or health.

(3) We accept no liability whatsoever for services provided by third parties identified as such, in particular those provided by qualified medical service providers (such as doctors) who are neither our legal representatives, employees nor vicarious agents. If these services are provided on the basis of a contract with you, reference is made to the respective contractual conditions of the relevant third party provider with regard to liability. In particular, we shall not be liable for damages that arise due to faulty or incorrect data records or incorrect handling by a service provider. The respective service provider is solely responsible to you for this.

(4) Any existing statutory liability privileges remain unaffected by this exclusion of liability.

(5) Paragraph 1 also applies in favor of our legal representatives and vicarious agents if you should assert claims directly against them.

(6) A change in the burden of proof to your disadvantage is not associated with the above provisions.

## 10. Final Provisions

In this section we cover various points that are relevant to your contractual relationship with us.

(1) The language available for concluding a contract with you is German. However, we reserve the right to offer other contract languages in the future. If we already offer several contractual languages at the time of concluding the contract with you, the German language version of these provisions shall prevail in the event of contradictions.

(2) The contract of use shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) The place of performance for all contractual obligations arising from or in connection with an agreement concluded on the basis of these provisions is our registered office (determination of the place of performance). The text of the contract, as well as these provisions, will be stored by us and will be sent to you after conclusion of the contract and receipt of payment with the same email address we used when we sent you the confirmation email to confirm your account access information. Both can also be made available to you at a later date (contract text storage).

(4) According to applicable law, we are also obliged to inform you as a consumer within the meaning of Section 13 of the German Civil Code (BGB) of the existence of the EU dispute resolution platform (called the ODR platform). This platform can be used for the settlement of disputes between entrepreneurs and consumers without having to go to court. The European Commission is responsible for setting up the ODR platform. You can access the ODR platform via the following link: <https://ec.europa.eu/odr>. We would like to point out that we are not obliged or willing to participate in such a dispute resolution procedure (online dispute resolution).

(5) Changes to these terms and conditions must be made in text form. This also applies to the amendment of this clause.

## **11. Amendment of these Provisions**

In this section, we explain how we will notify you of proposed changes to these Terms and Conditions and advise you of your right to object to such changes.

(1) We reserve the right to amend these provisions with effect for the future in order to be able to react appropriately to changes in the law, changes in case law or changes in economic circumstances.

(2) We will notify you in good time of any change we intend to make to these provisions and make the specific change available to you as a full text.

(3) An amendment to these terms and conditions will only become effective if you do not expressly object to it, i.e. in writing (e.g. by email or letter), within 4 (in words: four) weeks of receipt of our notification of the intended amendment. We will also expressly point this out to you again within the scope of the notification. Please note that your objection entitles us to terminate agreements concluded with you on the basis of these provisions within a reasonable period of time.