

Terms & Conditions USA

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Introduction

Thank you for choosing to use our platform. Please note that use is subject to the following Terms and Conditions (hereinafter referred to as “**Terms**”). Therefore, we ask you to carefully read and accept these Terms, as well as our Privacy Policy, before beginning to use our platform. It's not possible to use our platform without accepting these Terms.

These Terms describe your rights and responsibilities with regard to the Services. Your access to and use of the Services is subject to these Terms and Conditions, our Privacy Policy, as well as all applicable laws and regulations. While using certain parts of the Services, you may be presented with additional or supplementary terms regarding the use of those specific Services, and you agree to review and be bound by these additional terms.

PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY SET FORTH THE IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT THE SERVICES.

BY CLICKING “I AGREE,” CHECKING A BOX TO SIGNIFY YOUR ACCEPTANCE, OR OTHERWISE PROVIDING CONSENT TO THE TERMS AND CONDITIONS WITHIN THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE

TO THESE TERMS, DO NOT CREATE AN ACCOUNT, ACCESS, OR USE OUR SERVICES.

Levy Health USA, Inc.

Who is LEVY Health?

LEVY Health is a medical software company focusing on women's health. It developed a web-based clinical decision support software (CDSS) that is exempt from FDA approval under FDA-2017-D-6569. The software, entitled the LEVY Fertility Code, is offered to clinicians in the United States and operated by us, Levy Health USA, Inc., 1111B S Governors Ave #6029 Dover, DE 19904, and its subsidiaries, represented by the management (hereinafter referred to as "LEVY" or "LEVY Health") under www.LEVY.health and any associated sub-domains.

Levy Health USA, Inc.

1111B S Governors Ave #6029

Dover, DE 19904

USA

represented by the management

E-mail: hello@levy.health

Phone: (415)-969-3373

What can LEVY Health do for you?

LEVY Health distributes its software to clinicians in the United States to support them to quickly find what is getting in the way of your ability to get or stay pregnant on your own. Using a Reproductive Health Assessment and advanced lab work, the company developed evidence-based algorithms to shorten the time to diagnose up to 65 health conditions that lead to fertility problems in women from years to weeks. The LEVY Fertility Code recommends further diagnostics, treatment options, and referrals to specialists whenever necessary.

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 support@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 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.

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 at any time.

(1) These Terms apply to our entire range of services, which you can access at www.levy.health, and any associated sub-domains, and are intended to govern the contractual relationship between you and us, Levy Health USA, Inc..

(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 a customer and aged 18 or over.

(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.

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. Our range of services is linked to additional services. We only organize the administrative side.

(2) 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 narrow down treatment options to improve your chances of pregnancy. The LEVY Fertility Code is a clinical decision support software that uses results from 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 test diagnostics (see paragraph 4 below for more details).

(3) The first step of the LEVY Fertility Code is to fill out an interactive medical questionnaire using a web browser, called the Reproductive Health Assessment. Our questionnaire contains a large number of questions that 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 fertility analysis. The algorithm was developed based on an extensive evaluation of clinical guidelines, studies on natural fecundity, and economic studies regarding the return on investment per treatment. 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 a third party lab. You must inform LEVY Health immediately of any changes in your state of health which may influence the evaluation. Giving complete and truthful answers is a mandatory prerequisite for the analysis process to function properly.

(4) The result of the initial analysis by the LEVY Fertility Code is a set of recommended biomarkers to test in a certified lab that will be reviewed and approved by a Healthcare Provider assigned to you. The LEVY Fertility Code then generates a lab requisition form that you may have to bring with you to get tested. Healthcare professionals must ensure compliance with all applicable medical and data protection regulations.

(5) The blood test(s) will typically be conducted through one of the laboratory options provided within our service flow, as specified by the Healthcare Provider. If additional rounds of testing are required, these will follow the same procedure. In some cases, tests may be conducted outside of our specified lab options. In these cases, you may need to upload your lab results manually to your LEVY dashboard.

(6) As part of our service offering, your blood test results will be combined with your responses from the medical questionnaire and analyzed by another set of algorithms within the LEVY Fertility Code. Once this is complete, the Healthcare Provider assigned to you will be notified to review and approve the recommended diagnoses and next steps regarding further diagnostics and treatment. Once your results and recommendations have been approved, you will be notified and can view them in your LEVY Health Dashboard.

(7) You will have the option to share your data with the doctor of your choice (your personal OB-GYN or your LEVY Doctor). They can view and advise you on your personal recommendations if needed.

(8) 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.

(9) Further information on our range of services can be found at www.levy.health.

(10) When you access or use the Service or send emails or text messages to us or any Healthcare Provider, you are communicating with us or the Healthcare Provider electronically. You consent to receive communication from us, the Healthcare Provider electronically. We will communicate with you via email, text messages or through the Service. You agree that all agreements, notices, disclosures, and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such

electronic communication as described in this Agreement.

(11) If you have been referred to the LFC by your clinic/doctor, you consent to sharing your data with your clinic/doctor.

(12) You agree that your data is shared and assigned to one of LEVY's medical service providers for the creation of the lab requisitions and the approval of your recommendations.

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) Please note that you must confirm that you have read and accepted these Terms and our Privacy Policy by ticking the relevant box before proceeding with your registration as a LEVY Health user.

(3) As a precautionary measure, we would like to point out that the contract of use, which comes into effect through the binding registration process between you, the user, and us, LEVY Health as the service provider, 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.

(4) Any third parties, such as medical service providers, 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).

(5) 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 stating that your recommendations are ready to be reviewed with your doctor.

(6) Upon registration with the LEVY Health software, you expressly agree to share your data and results of our analysis with our Healthcare Providers and Levy Health USA, Inc.. You may revoke this access at any time by writing to support@levy.health.

(7) Levy Health USA, Inc. may terminate your use of the Service or any of our features or services at any time, and for any reason without notice, including, for example, for conduct violating this Agreement, if our agreement with the Healthcare Provider of the labs terminates, or if we discontinue the Service. The provisions of this Agreement concerning disclaimers, limitation of liability, arbitration and resolution of disputes, indemnity, and jurisdictional issues

shall survive any such termination or any other termination of this Agreement or your relationship with Levy Health USA, Inc..

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

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, 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.

User Data, Data Protection, and Privacy

LEVY Health understands the importance of confidentiality and privacy regarding your health information. Please see our [Privacy Policy](#) for information about how we collect and use your information. The Privacy Policy is hereby incorporated into these Terms by reference and constitute a part of these Terms.

Protected Health Information (PHI)- When you create an account with Levy Health USA, Inc., you are beginning a direct customer relationship with Levy Health USA, Inc. that enables you to access and/or utilize the various functions of the Service as a user. As part of that relationship, you provide information to Levy Health USA, Inc., including but not limited to your name, email address, and phone number, that we may collect, use, and disclose in accordance with our Privacy Policy, and that we do not consider to be “health” or “medical” information.

However, in using certain components of the Service, you may also provide certain medical information that may be protected under applicable laws. Levy Health USA, Inc. is not a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 and its related regulations (HIPAA). The Labs and Healthcare Providers are “covered entities” under HIPAA. Levy Health USA, Inc. is, in some cases, operating as a “business associate” of the Labs or Healthcare Providers. Any health information you provide that is subject to specific protections under HIPAA or applicable state laws (collectively, with PHI, “Protected Information”), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under our Privacy Policy. Protected Information does not include information that has been de-identified in accordance with HIPAA.

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 guaranteed 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.

User Content and LEVY's License to Use Such Content

Except as provided in our Privacy Policy, or information governed by applicable federal and state-specific privacy laws and regulations, you understand and agree that any information you provide through the Services, whether by direct entry, submission, email or otherwise, including, but not limited to, data, questions, comments, forum communications, or suggestions/feedback, will be treated as non-confidential and non-proprietary and will become the property of LEVY Health and/or (i) the affiliated physician practices, or (ii) individual health providers utilizing the Services ("**User Content**").

Except as provided in our Privacy Policy or subject to any applicable laws, User Content may be used by LEVY Health for any purpose, including, without limitation, reproduction, solicitation, disclosure, transmission, publication, broadcast, and posting. LEVY Health is free to use such User Content for any purpose whatsoever, including, without limitation, developing and marketing products, without any compensation owed to you. You hereby grant LEVY Health, our service providers, our successors and assigns, our affiliated HealthCare Providers, and their affiliated physician practices, the fully transferable and sublicensable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third parties, any data or information you submit on or through the Services for the purposes of providing Services to you; marketing Services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of LEVY Health using such data. You understand that any User Content you publish in public forums will be viewable and copyable by other users of the forum and potentially the public at large.

WITHOUT LIMITATION OF THE FOREGOING, LEVY HEALTH DOES NOT ASSUME RESPONSIBILITY OR LIABILITY FOR THE USER CONTENT FOUND IN ANY PUBLIC FORUM, NOR FOR ANY CLAIMS, DAMAGES OR LOSSES RESULTING FROM ANY USE OF ANY PUBLIC FORUM OR THE USER CONTENT CONTAINED THEREIN.

You acknowledge, consent, and agree that we may access, monitor, preserve, and disclose your information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by law or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, our Privacy Policy, or other contracts

with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and (5) to protect the rights, property, or personal safety of LEVY Health, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

Copyright Notices

LEVY Health reserves the right to remove any content or any other material or information available on or through our Services, at any time, for any reason. If you have objections to copyrighted content or material made available on or through our Services, you may submit a notification to the following address:

hello@levy.health

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 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.

(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

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 are only 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 fulfilment 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 healthcare professionals and medical partners) 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.

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 English. 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 English 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 in Berlin, Germany..

(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 are not obliged or willing to participate in a dispute resolution procedure that takes place online.

(5) Changes to these Terms must be made in writing. This also applies to the amendment of this clause.

Binding Arbitration / Class Waiver

You and we expressly agree that any legal claim, dispute, or other controversy between you and us or any of LEVY Health's parties, the Healthcare Providers, or Labs arising out of or otherwise relating in any way to LEVY Health's parties, our platform, the content for the Service, or any other goods, services, or advertising by LEVY Health or any of LEVY Health's parties, Labs, or Healthcare Providers including controversies relating to the applicability, enforceability or validity of any provision of this Agreement (collectively "Disputes"), shall be resolved in confidential binding arbitration conducted before a commercial arbitrator from the American Arbitration Association ("AAA"), rather than in a court, as described herein. The arbitration will be governed by the AAA'S commercial arbitration rules and, if the arbitrator deems them applicable, the supplementary procedures for consumer related disputes (collectively "rules and procedures"). You acknowledge that you are voluntarily and knowingly forfeiting your right to a trial by jury and to otherwise proceed in a lawsuit in state or federal court, except as expressly provided herein.

Amendment of These Provisions

In this section, we explain how we will notify you of proposed changes to these Terms 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 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.

Effective date: 05-11-2024