Terms and Conditions

1. General Provisions

1.1 Introduction

This website is operated by ITENDX Ltd, which does business as BiomEdge. Throughout these Terms and Conditions, "we," "us," or "our" refers to BiomEdge. BiomEdge offers this website, including all information, tools, and services available from this site, to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms and Conditions," "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. You agree to be bound by these Terms and Conditions by accessing or using any part of the site. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

These Terms and Conditions set out the terms and conditions under which we supply any of the products listed on our website, ordered via telephone or by email. Please read them carefully.

1.2 Company Information

BiomEdge is the trading name of ITENDX Limited ("ITENDX" / "we" / "us" / "our"), a company registered in England with registration number 13937226 and with its registered address at 1 Hallam Grange Rd, Sheffield, S10 4BH, United Kingdom.
You can contact our customer service team by:

- **Tel:** +44 (0)7393 933 032
- **Email:** contact@biomedge.com
- **Post**: 1 Hallam Grange Rd, Sheffield, S10 4BH

1.3 Service Description and Disclaimer

1. Our products and services and any information we provide are not a substitute for seeking appropriate medical advice, nor are they a means to cure, treat, prevent, diagnose, or mitigate any disease, illness, or other medical condition. Our products and services support well-being and are not designed for emergencies nor to replace a physician's duty of care and personalized care practice.
2. If you are under the care of a physician, you should consult with your physician before using any of our goods or services. If the information obtained from using our services is inconsistent with the advice given by the physician, your physician's advice should be followed. We do not provide medical advice or medical care.
3. If you choose a healthcare provider registered with BiomEdge to access our services ("Healthcare Provider"), you do so at your own discretion. BIOMEDGE

does not accept any liability or responsibility (save for any liability that cannot be restricted by law) whatsoever for the use by you of a Healthcare Provider. You should make your own full enquiries as to suitability and expertise before choosing a Healthcare Provider.

4. We have tried to ensure that the information provided on our website is accurate. However, we make no representation and give no warranty regarding the information. We do not accept liability for any loss (direct, indirect, or consequential) that may arise from reliance on information on our website or in respect of any error or omission, except concerning death or personal injury caused by our negligence. Our total aggregate liability of any kind (including our negligence) is limited to the total charges you paid us in connection with your Order.
5. We work with a network of healthcare professionals who provide various healthcare services to their clients. We accept professional partners with qualifications and references that they have professional practice. We provide professional support to our Healthcare Provider partners, including additional data for your test results, ongoing training to understand our reports and access to our proprietary microbiota database for better analysis.
6. You can order test kits yourself; however, we strongly recommend selecting a Healthcare Provider from our professional partners first because you will get a 30-minute free consultation from them. Alternatively, if you already have a Healthcare Provider, you can ask them to register with our partner network first. Our tests are designed to assess specific parameters, conditions, or characteristics. They identify the presence or absence of specific target strains of microbes. This process may involve the collection and/or analysis of biological samples/materials or data to obtain relevant information.
7. The test results provided by BiomEdge are for information purposes only. They are not intended to be used for or as a replacement for medical advice or diagnoses, nor to replace a physician's duty of care and personalized care practices. We do not provide interpretive support for our testing services. Please speak with your Healthcare Provider about interpreting your results.
8. Our tests are self-administered. Please follow the instructions for our test kits. We cannot be held responsible for inaccurate or incorrect test results that arise from the incorrect use of our test kits. Please get in touch with us if you have any questions about using our test kits. You are required to collect, package, and return your samples to BiomEdge within 12 months from the date you purchased the test kit. We can only accept samples that are collected, packaged, and sent to us by the instructions supplied with our test kit.
9. If you fail to provide a sample within the 12-month period or the sample has not been packaged in accordance with our test kit instructions, we may reject the sample without liability or refund. We may provide replacement test kits where test kits have expired. You will be responsible for paying for postage and packaging costs. If a price change is implemented during this period, we reserve the right to add any additional price increases to an amended sales order or invoice.
10. We will provide replacement test kits where test kits have become invalid due to incorrect specimen collection, user error, or damage to the collection materials or packaging for £25.00 (including postage and packaging). We will provide replacement test kits where the samples provided do not meet our minimum laboratory acceptance criteria due to user error (e.g., incorrect

sampling method or packaging) for £25.00 (including postage and packaging). We will provide replacement test kits free of charge for samples that have been rejected due to any failure on our part. Our liability in such circumstances shall be solely limited to the cost of the replacement test kit (including postage and packaging).

11. As a guideline, we aim to provide test results within 21 working days from the date of receipt of the sample. This time period is a guideline only, and in some cases, results may take longer. We are not liable for any delay in providing the test results, and we shall not be liable for any loss or damage directly or indirectly caused by any delay. We do not offer an expedited results service. Partial results are not released. The test results are provided to you and your Healthcare Provider through our secure and access-controlled Laboratory Results Portal. All enquiries or matters relating to the test results must be directed to the relevant Healthcare Provider.

1.4 Modification of Terms

BiomEdge reserves the right to modify, amend, or update these Terms and Conditions at its sole discretion.

1.5 Severability

If any part of these Terms and Conditions is deemed unreasonable, void, or otherwise unenforceable in any legal, arbitration, or similar proceedings, the parties intend that the enforceability of the remaining parts of these Terms and Conditions will not be affected.

2. Orders, Payment, and Delivery

2.1 Order Process

1. You may place an Order through our website by adding products to your basket and selecting "Checkout." We reserve the right not to fulfil Orders for unavailable products, even if you were able to purchase them when placing the Order.
2. If any products become unavailable after you have placed an Order, we will notify you as soon as possible. We will dispatch the unavailable products when they become available or offer a refund for the value of the out-of-stock products.
3. It is your responsibility to ensure the accuracy of the information provided during the ordering process, including your delivery address and the selected product. Please promptly inform us of any errors.

2.2 Pricing and Payment

1. The price of our products is the price quoted on our website at the time we accept your Order. The price will include any applicable VAT and the cost of delivery and the sample return post.
2. Payment for our products and services is made via our payment page. Your Order will only be complete once full payment has been received.
3. While we regularly review our website, items may occasionally be mispriced. In this event, we will either contact you to ask if you wish to cancel the Order or simply cancel the Order and notify you at our own discretion. We are under no obligation to supply goods at the incorrect price.

2.3 Delivery

1. We deliver the products you Order to the address you provide during the checkout process. The time of delivery is not essential to the contract between us.
2. If you do not take delivery of the products or supply adequate delivery instructions, we may cancel your Order and retain the products. In this event, we will refund you the price of the products, but you will still be liable to pay any delivery charges.
3. If the products ordered are incorrect or have any other delivery problem, you must notify us in writing within 14 days of the delivery date. We will not be liable for any loss or damage if you fail to do this.

3. Cancellation and Returns

3.1 Cancellation Rights

1. Subject to the remaining provisions of this section: If you live in the "European Economic Area," you have the right to cancel this Order within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the Order. If you cancel your Order, we will reimburse you all payments received from you.
2. We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay and not later than 14 days after the day we receive back from you any goods supplied. We will reimburse you using the same means of payment you used for the initial transaction.
3. You shall send back the goods without undue delay and no later than 14 days from the day you communicate your cancellation of the Order to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the goods' nature, characteristics, and functioning.
4. Returns are not accepted on goods after 14 days of the date of purchase. The above rights remain unaffected by any other returns policy specified in these Terms and Conditions or in any published material by ITENDX.
5. The right to cancel does not apply to Orders for the supply of products likely to deteriorate or expire rapidly. You forfeit the right to cancel Orders for the supply of sealed goods that are not suitable for return due to health protection or hygiene reasons or if they become unsealed after delivery. If you find the products to be faulty or incomplete upon receipt, you are entitled to a replacement or refund per applicable laws.

4. Other Legal Terms

4.1 Privacy

You may be required to provide certain personal information to BiomEdge. You acknowledge and agree that we may process your personal information by the terms of our Privacy Policy, which is subject to change from time to time.

4.2 Intellectual Property

The material on our website is copyrighted to BiomEdge or to our content and technology providers. You may view, print, and download the contents of the website for personal use but not for any commercial purposes or re-publication or redistribution without prior written consent. Practitioners and affiliates are granted a limited license to access and use this content strictly for purposes related to their professional or commercial activities with BiomEdge, such as interpreting test results, providing services to clients, or promoting BiomEdge's offerings.

4.3 Restrictions on Product Handling

Our products must not be white-labeled, over-labeled, or re-labeled under any circumstances. No labels on our products or product information shall be translated or modified.

4.4 Third-Party Rights

The contract entered into between us pursuant to these Terms and Conditions is between you and us. No other person has any right to enforce any of its terms.

4.5 No Resale

The products advertised on our website are intended for sale to persons dealing as consumers and are not for resale under any circumstances.

4.6 Governing Law and Jurisdiction

Any contract between us shall incorporate these Terms and Conditions and be under English law. If there is any dispute, the English Courts will have exclusive jurisdiction.