

TERMS & CONDITIONS WEBSITE

The purpose of the programmes and services offered by Mydnaedge Limited and and/or Angela Foster are to help individuals improve their health, wellness and lifestyle.

All programmes, services or other offerings by Mydnaedge Ltd and/or Angela Foster, are to provide information and guidance about health factors within the individual's own control (such as diet, lifestyle, wellness and various other related behaviours) in order to help support their health and wellness (the **Services**).

You understand that Mydnaedge Ltd (including its officers and employees) is a nutritional and lifestyle educator and does **not** dispense medical advice nor prescribe treatment. Rather, it provides education to enhance knowledge of health and wellness, food consumption, hydration, lifestyle and related activities. While nutritional and health coaching support can be an important complement to my medical care, You understand that any programme, advice or other offering by Mydnaedge Limited is **not** a substitute for the diagnosis, treatment, or care of a disease, illness or injury by a medical provider.

Nutritional evaluation, health and lifestyle assessments, DNA and other biomarker tests are not intended for the diagnoses of disease. Rather these are intended as a guide for the development of a health and wellness programme and used to monitor progress in achieving your health and wellness goals.

Data protection and confidentiality

Mydnaedge Ltd will keep all documents related to me (including, but not limited to, assessments, medical information, food diaries, forms, worksheets, audio, transcripts, video or images and any notes that relate to me), as a record of our work together. You understand that records may also document the topics that we talk about, my progress, plans discussed, or any other consideration that may be helpful to my health and wellness. Records will be stored in a secure location. Mydnaedge Ltd's privacy policy is available on the website www.angelafoosterperformance.com.

Medical records, personal information and health history divulged to Mydnaedge Ltd and/or its officers or employees, in or out of session, will be **kept strictly confidential** unless You consent to sharing this information by way of a signed release.

Waiver of liability

You are required to first consult a medical doctor before entering into any programmes or services offered by Mydnaedge Ltd and such programmes or services should only be entered into if you are in good health and know of no reason why You you may not able to enter into such

Every person is unique and it is not possible in advance to determine how your system will react to certain foods, drinks, supplements, or dietary products that may be suggested to from time to time. It may be necessary to adjust your plan from time to time or until your body can begin to properly accept nutritional changes. It is your responsibility and decision to use or disregard nutritional, exercise, health, DNA, performance and lifestyle guidelines offered by Mydnaedge Ltd or its officers or employees. It is also your responsibility to hydrate well, get plenty of rest and learn about nutrition, health, wellness, DNA testing and performance.

Subject to clause 12 of the t&cs, in purchasing any programmes, services or other offerings from Mydnaedge Ltd:

1. You agree to hold Angela Foster, Mydnaedge Limited and each of its directors, officers and employees harmless from claims, damages, costs or expenses suffered or incurred by you in connection with our work together under these terms and conditions.
2. You understand that this consent form is also a release of her/its liability.

You accept that the advice under any programme, service or offering is not a guarantee for health improvements or for reaching your health goals, and that you should not use food products or supplements as a substitute for medical treatment or a varied diet.

You agree to inform Mydnaedge Limited in writing at info@angelafoosterperformance.com if there is any reason why you should not continue with any programme, for example, an illness or an injury that requires medical advice if, at any time, you feel undue pain or excessive discomfort, you will **stop the programme undertakings immediately** and inform Mydnaedge Limited in writing at info@angelafoosterperformance.com of my symptoms. You are at all times responsible for seeking medical advice where appropriate.

Withdrawing from the programme

You are free to withdraw from any programme, service of other offering purchased at any time you wish. In signing up to any programme, service or offering, you agree to take part. You acknowledge the nature, purpose, risks and benefits and you understand what is required of you and that you may withdraw at any time. The Services may also be terminated at the discretion of Mydnaedge Limited with notice as set out in clause 9s of the terms and conditions.

Intellectual Property Rights

You understand the intellectual property rights in all of the materials and information provided to you by Angela Foster or Mydnaedge Limited and/or its officers or employees during the programme belong to Angela Foster and/or Mydnaedge Limited. In purchasing the programme, you agree to use the session handouts, worksheets, workbooks, questionnaires, video and any other material provided for my own personal (non-commercial) purposes only and that you will not share, copy or distribute them to third parties.

Services during the cancellation period

In purchasing any programme, service or offering, you request Mydnaedge Limited to commence the Services straight away within the cancellation period. You understand that if you exercise your statutory cooling off rights, you must pay for Services received before cancellation and you do not have a right to cancel digital products after you have started to download or stream these.

Mydnaedge Limited

Terms and conditions

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

1.2 Why you should read them. Please read these terms carefully before you submit your consent form to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Mydnaedge Limited a company incorporated in England and Wales.

2.2 How to contact us. You can contact us by writing to us at info@angelafoosterperformance.com.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your consent form.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery date you have specified.

4. Our products

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

6. Our rights to make changes

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

6.2 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as indicated by us to you or as displayed to you on our website.

7.2 When we will provide the products. During the order process, we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

(a) If the products are goods. If the products are goods we will contact you with an estimated delivery date.

(b) If the products are one-off services. We will begin the services on the date agreed with you. The estimated completion date for the services is as told to you during the order process.

(c) If the product is a one-off purchase of digital content. We will make the digital content available for download by you on the date agreed with you.

(d) If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 9.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the delivery service will leave you a note informing you of how to collect the products from a local depot.

7.5 If you do not collect. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

7.6 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.7 When you own goods. You own a product which is goods once we have received payment in full.

7.8 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. If so, we will inform you of this or this will have been stated in the description of the products on our website. We will

contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.9 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as notified by us to you (see clause 6).

7.10 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than one month in any 3-month period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.11 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 0) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.4).

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;

(c) If you have just changed your mind about the product, see our cancellation policy. You may have a legal right to cancel under the Consumer Contracts Regulations 2013 and may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods. This applies where you purchase products:

(i) online; or

(ii) if you sign a consent form during a visit by us to your home or other location that is not our premises; or

(iii) If you sign a consent form immediately after meeting with Angela Foster about our products at your home or other location that is not our premises;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.4.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or

(e) you have a legal right to end the contract because of something we have done wrong.

8.3 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

(a) DNA testing kits or other health testing kits once these have been unsealed after you receive them;

(b) digital products after you have started to download or stream these;

(c) services, once these have been completed, even if the cancellation period is still running;

- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (e) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (f) any products which become mixed inseparably with other items after their delivery.

8.4 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract and our loss of profit.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may give notice to cease providing the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. If there is a problem with the product

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can write to us at info@angelafoosterperformance.com.

10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. For detailed information on your legal rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

10.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at info@angelafoosterperformance.com for a return label or to arrange collection.

11. Price and payment

11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated to you when you signed your consent form. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause **11.3** for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

When you must pay and how you must pay. We accept payment by direct bank transfer to:

Bank Name: Starling Bank plc

Sort Code: 60-83-71

Account Number: 41360449

Payment is to be made in advance of services provided.

We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.4 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. **Our responsibility for loss or damage suffered by you**

12.1 We are not responsible to you for loss and damage that is not foreseeable. If we fail to comply with these terms, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

12.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. **How we may use your personal information**

13.1 How we will use your personal information. Our Privacy Policy attached sets out the terms on which we process any personal data we collect from you, or that you provide to us.

14. **Other important terms**

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.