

CAMBIOTICS WEBSITE TERMS AND CONDITIONS

PLEASE READ SECTIONS 11, 12, AND 13 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING CAMBIOTICS, THESE TERMS, OR OUR PRIVACY POLICY, INCLUDING A WAIVER TO BRING ANY CLAIM UNDER A CLASS ACTION OR TO HAVE A TRIAL BY JURY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE, SUBSCRIBE TO OUR PRODUCTS, OR USE OUR SERVICES.

This website is operated by Cambiotics ApS (including its representatives, affiliates, and subsidiaries, “Cambiotics”). Throughout this website (<https://46and.com/>) (the “Site”), the terms “we,” “us,” and “our” refer to Cambiotics. Cambiotics offers this Site, along with the ability for users to explore our Site and subscription offerings, conditioned upon your acceptance of all terms, conditions, policies, and notices stated in these Cambiotics Website Terms and Conditions (the “Terms”). These Terms govern your access and use of the Site and any other applications, products, content, subscription, and services (collectively, “Services”) made available by Cambiotics.

The Site is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained in these Terms. If you do not agree to these Terms, you must not access the Site, purchase our products, or use our Services. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

By visiting our Site, purchasing our products, or using our Services, you agree to be bound by the Terms. These Terms apply to all users of the Site, including but not limited to visitors, browsers, members, partners, and contributors of content.

Personal information collected on the Site and through our Services is handled in accordance with our Privacy Policy.

Additional terms apply to the purchase of and subscription to Cambiotics’ products. Please refer to the Cambiotics Subscription Terms and Conditions for details. Other terms may apply to particular Cambiotics surveys, promotions, or campaigns. Please refer to such separate terms and conditions where applicable.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE OR ACCESS THE SITE, TO USE OUR SERVICES, AND TO PURCHASE OR SUBSCRIBE TO OUR PRODUCTS. YOU MAY ONLY ACCESS AND USE THE SITE IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

1. GENERAL CONDITIONS

You may use the Cambiotics website (<https://46and.com/>) (the "Site") and its content solely for the purposes stated on the Site itself and as described in these Terms. By using the Site, you acknowledge and agree that it is provided "as-is", and Cambiotics assumes no responsibility for:

- The availability or functionality of the Site.
- The deletion, misdelivery, or failure to store any user communications or personalization settings.

2. USE OF SITE, SITE CONTENT, AND PROPRIETARY RIGHTS

The Site provides access to various content, services, and functionalities, including:

- Creating a user account.
- Subscription services.
- Informational resources about Cambiotics products.

All resources, user interfaces, software, and content made available by or for Cambiotics (collectively, "Site Content") are intended for individual, non-commercial use only.

By using the Site, you acknowledge that:

- Cambiotics retains all rights, title, and interest in and to all intellectual property on the Site, including but not limited to copyrights, trademarks, patents, trade secrets, and proprietary information.
- No part of the Site grants any license or right to use any image, trademark, service mark, or logo.
- You may download, copy, or print individual pages for personal, non-commercial use only, but this does not transfer any ownership rights to you.
- You may not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site without express written permission from Cambiotics.

3. LICENSE FROM CAMBIOTICS

Cambiotics grants you a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable right to access and use the Site for personal use only.

Any reproduction, republication, or distribution of Site Content requires the express written consent of Cambiotics.

If you reproduce Site Content in any form (written or electronic), explicit attribution to Cambiotics must be made.

4. PROHIBITED USES

You agree not to, directly or indirectly:

- Impersonate any person or entity or misrepresent your affiliation with a person or entity.
- Use or access the Site for any illegal purpose or in violation of any law or regulation.
- Use the Site to harass, abuse, insult, harm, defame, slander, intimidate, or discriminate based on race, gender, sexual orientation, religion, ethnicity, disability, or national origin.
- Reverse engineer, disassemble, decompile, or modify any software or component of the Site.
- Distribute viruses, malware, or other harmful code through the Site.
- Use automated data collection tools, such as scrapers or bots, to access the Site or Site Content.
- Attempt to gain unauthorized access to any part of the Site, user accounts, or Cambiotics systems.
- Upload personal information of others without authorization.
- Post or transmit any unlawful, defamatory, obscene, or abusive content.
- Use the Site in a way that suggests you represent Cambiotics without authorization.
- Remove or modify copyright, trademark, or proprietary notices on the Site.
- Interfere with or disrupt the proper functioning of the Site or Services.
- Circumvent any security measures or access restrictions on the Site.
- Allow anyone else to use your account login credentials.
- Attempt to sell Cambiotics products without express authorization.

Unauthorized Commercial Use Prohibited

Unless specifically authorized in writing by Cambiotics, you may not promote, market, advertise, or sell Cambiotics products through any third-party websites, mobile applications, or online marketplaces (including Amazon.com and eBay.com).

Cambiotics actively enforces its intellectual property rights and participates in enforcement programs such as the Amazon Brand Registry Program. Unauthorized sales, advertisements, and listings of counterfeit or unlicensed products will be removed.

Cambiotics reserves the right to take legal action against individuals or businesses violating this policy.

5. ACCOUNT REGISTRATION AND USE

You may choose to create an account on the Cambiotics website (<https://46and.com/>) (the "Site") to access certain features, services, and subscription offerings. When creating an account, you will be required to select a username and/or password and may be asked to provide certain personal information (such as identification and contact details).

By creating an account, you agree to:

- Provide accurate, complete, and up-to-date information.
- Maintain the confidentiality of your account credentials.
- Take full responsibility for all activities under your account, whether authorized or unauthorized.
- Immediately notify Cambiotics of any unauthorized use of your account.

Cambiotics reserves the right to refuse registration or terminate accounts at its sole discretion, including in cases of:

- Violation of these Terms.
- Unauthorized or fraudulent activity.
- Any harassment, abuse, insult, defamation, slander, intimidation, or discrimination against Cambiotics employees, agents, or other users.

You acknowledge that Cambiotics cannot independently verify user-provided information and disclaims liability for any false or misleading account details.

6. ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

Cambiotics regularly updates its product and service offerings. However:

- The Site may contain errors, inaccuracies, or omissions, including in product descriptions, pricing, and availability.
- We do not guarantee that all information on the Site is complete, accurate, or up to date at all times.
- Cambiotics reserves the right to correct errors and update information without prior notice, including canceling orders affected by incorrect pricing or availability.

7. THIRD-PARTY LINKS

The Site may include links to third-party websites, products, or services. These links are provided for convenience only, and Cambiotics:

- Does not endorse or warrant the accuracy, quality, or reliability of third-party materials.
- Is not responsible for any damages resulting from purchases, interactions, or transactions made through third-party sites.

You should carefully review the third-party's terms, policies, and privacy practices before engaging in any transactions. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

8. USER COMMENTS, FEEDBACK, AND SUBMISSIONS

Cambiotics may provide users with opportunities to submit comments, reviews, feedback, and other content ("User Submissions").

By submitting content to the Site, you:

- Grant Cambiotics a royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, modify, publish, translate, distribute, and create derivative works from your User Submissions without further notice or compensation.
- Acknowledge that Cambiotics does not claim ownership of User Submissions, but has the right to remove, monitor, or edit content at its sole discretion.
- Warrant that your User Submissions do not violate any laws, third-party rights, or contain offensive, defamatory, or harmful material.
- Agree not to submit health information, financial account details, personal identification numbers, or other sensitive data.

Cambiotics assumes no liability for any content submitted by users. If you provide personal information about another individual, you represent that you have obtained their explicit consent and that we may process it in accordance with our Privacy Policy.

9. PRODUCT PURCHASES

If you purchase products or services through the Site (a "Purchase"), including subscriptions, you may be required to provide:

- Billing and shipping details.
- Payment information, including credit card details.

By making a Purchase, you represent and warrant that:

- You have the legal right to use the payment method provided.
- The information you provide is accurate, complete, and up to date.

Cambiotics may use third-party payment processors to facilitate transactions. By submitting your payment details, you consent to our use of such services, subject to our Privacy Policy.

Order Cancellation & Refusal

Cambiotics reserves the right to:

- Refuse or cancel any order at any time, including for errors in pricing, product availability, or suspected fraud.
- Cancel orders if unauthorized, illegal, or fraudulent activity is detected.

If an order is canceled, we will attempt to notify you and provide a refund where applicable.

10. NOT PROFESSIONAL ADVICE OR MEDICAL INFORMATION

The information on the Site is for informational and educational purposes only. It is not intended as medical or professional advice.

- Cambiotics' products are not intended to diagnose, treat, cure, or prevent any disease.
- You should not rely on information from the Site as a substitute for professional medical advice.
- Always consult your healthcare provider before using any Cambiotics products or relying on any health-related information found on the Site.

Cambiotics is not liable for any decisions made based on information obtained from the Site or Services.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

a. No Warranties

Cambiotics does not guarantee that:

- The Site will be uninterrupted, secure, or error-free.
- The Site will be free of viruses or other harmful components.
- Information on the Site is complete, accurate, or current.

The Site and all products, services, and content are provided “as is” and “as available”, without warranties of any kind, whether express or implied. To the fullest extent permitted by law, Cambiotics disclaims all warranties, including but not limited to:

- Implied warranties of merchantability and fitness for a particular purpose.
- Non-infringement and title.

b. Limitation of Liability

To the maximum extent permitted by law, Cambiotics shall not be liable for:

- Direct, indirect, incidental, punitive, or consequential damages arising from your use of the Site, products, or services.
- Lost profits, lost revenue, lost data, or replacement costs.
- Errors, inaccuracies, or omissions in any content on the Site.

If any exclusion or limitation of liability is found to be unenforceable in a given jurisdiction, Cambiotics' liability shall be limited to the lesser of \$100 or the amount paid by you for the product or service in question.

c. Security & Data Protection

Cambiotics does not guarantee or warrant the security of your personal data or any transmissions to the Site. While we implement security measures, we cannot guarantee that unauthorized access, hacking, or data breaches will never occur. You acknowledge that:

- You use the Site at your own risk.
- Cambiotics is not responsible for security incidents beyond our reasonable control.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Cambiotics ApS, its subsidiaries, affiliates, officers, directors, employees, agents, contractors, licensors, service providers, subcontractors, and suppliers from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) Your violation of these Terms, the documents they incorporate by reference, or any applicable law or regulation.
- (b) Your infringement of the rights of a third party, including but not limited to intellectual property, privacy, or proprietary rights.
- (c) Your access to or use of the Site or any Services, including any content or actions performed by you or any person using your account.
- (d) Any dispute between you and a third party arising from your use of the Site or Services.
- (e) Any claims alleging negligence, fraud, or intentional misconduct committed by you in connection with the Site or Services.

Cambiotics reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, at its own expense. In such cases, you agree to fully cooperate with Cambiotics in its defense of the claim.

13. GOVERNING LAW; JURISDICTION; ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER

a. Governing Law and Jurisdiction

Unless otherwise required by applicable law, these Terms shall be governed by and construed in accordance with the laws of Denmark, without regard to conflict-of-law principles.

For any legal claim, dispute, or controversy arising from or relating to these Terms, the Site, or Cambiotics' Services that is not subject to arbitration, you agree to submit to the exclusive jurisdiction of the courts located in Denmark. You expressly waive any right to challenge jurisdiction based on forum non conveniens or other similar doctrines.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded from these Terms.

b. Arbitration Agreement

To the fullest extent permitted by law, any claim or dispute between you and Cambiotics arising out of or relating to these Terms, the Site, or any services or

products offered through the Site shall be resolved by final, binding arbitration under the rules of [Insert Arbitration Body].

- The arbitration shall take place in Denmark, unless both parties agree to an alternative venue or remote arbitration (e.g., online or by written submissions).
- The arbitrator's decision will be final and binding, and judgment on the arbitration award may be entered in any court with jurisdiction.
- Either party may seek injunctive relief in a court of competent jurisdiction for disputes involving intellectual property, unauthorized access, or misuse of the Site.

c. Class Action and Jury Trial Waiver

- YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY in any legal proceeding.
- YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.
- All claims must be brought on an individual basis—you may not consolidate claims or pursue a claim as part of a representative or class action.

If this waiver is found to be unenforceable, then the dispute shall proceed exclusively in the courts of Denmark, and you agree to submit to their jurisdiction.

14. TEXT (SMS) MESSAGE TERMS

By providing your phone number and opting in to receive text (SMS) messages from Cambiotics, you consent to receive automated text messages related to:

- Product updates, offers, and promotions.
- Order and subscription management.

a. Consent and Opt-Out

- Your consent is not required as a condition of purchase.
- Standard message and data rates may apply.
- You may opt out at any time by replying STOP to any Cambiotics text message or by emailing [Insert Contact Email].

b. Security and Privacy

- By subscribing to SMS alerts, you agree that Cambiotics is not responsible for third-party interception of messages.
- You are responsible for ensuring that your contact details remain up to date.

Cambiotics does not guarantee the availability or accuracy of text message communications and is not liable for delays, errors, or message delivery failures.

15. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law. The remainder of the Terms shall remain valid and enforceable.

16. CONTROL OF THE SITE; MODIFICATION OF TERMS; TERMINATION

a. Modification of Terms

Cambiotics reserves the right to modify, update, or discontinue the Site or Services at any time without notice.

These Terms may be updated periodically. Any material changes will be posted on the Site, and continued use of the Site after changes have been posted constitutes acceptance of the revised Terms.

b. Termination

Cambiotics may terminate these Terms or suspend your access to the Site at its sole discretion, including if:

- You violate these Terms.
- Cambiotics suspects fraudulent or unauthorized activity.
- Cambiotics discontinues the Site or Services.

Upon termination, all rights and licenses granted to you under these Terms will immediately cease. Cambiotics shall not be liable to you or any third party for termination of Site access.

17. ENTIRE AGREEMENT

These Terms, together with any referenced policies (including the Privacy Policy and Subscription Terms and Conditions), constitute the entire agreement between you and Cambiotics regarding your use of the Site.

- No waiver of any provision shall be deemed a further or continuing waiver of that provision or any other.
- No oral or written communication between you and Cambiotics shall modify these Terms, unless explicitly agreed upon in writing.

18. CONTACT INFORMATION

If you have any questions about these Terms, you may contact Cambiotics at:

✉ Email: contact@cambiotics.com

📍 Address: Ole Maaløes Vej 3, DK 2200 Copenhagen N, Denmark