

Terms of Service

This page (together with our [Privacy Policy](#) and [Cookie Policy](#)) tells you information about us and the legal terms and conditions (**Terms**) on which we supply any of our services (**Services**) listed on our website (**Website**) to you.

These Terms will apply to any contract between us for the supply of Services to you (**Contract**).

Our available Services include:

- enabling the giving of a blood sample and the analysis of it (**Tests**),
- the preparation of results reports relating to Tests (**Results Reports**),
- the review and preparation of comments relating to Tests results by our qualified Medical Professionals (**Healthcare Comments**) within Results Reports

Availability is subject to eligibility criteria which can be found in the terms below (including clause 14).

References to "Medical Professional" means appropriately qualified doctors (Doctors) or appropriately qualified other healthcare practitioners (HCPs).

These Terms will apply to any contract between us for the supply of Services to you for Tests and Results Reports (and related Healthcare Comments) (**Contract**). Please read these Terms carefully and make sure that you understand them, before requesting Services from us.

To request Services, you must place an Order using our booking system that is accessible through the Website in accordance with the requirements set out in clause 14 (Order).

Please note that before placing an Order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Services from us. These Terms, and any Contract between us, are only in the English language.

Do not use Tests, Results Reports or Healthcare Comments if you think you have an urgent or emergency health problem. Those Services should, under no circumstance, be used if you are experiencing a medical emergency, including (but not limited to) chest pain, breathlessness, stroke, or severe abdominal pains. If you think there is any chance that you or the person using the service for has an

urgent or emergency health need you should immediately seek alternative emergency medical services.

You should never disregard, avoid or delay in obtaining medical advice from your doctor or other qualified healthcare provider because of something you have read in our Results Report or Healthcare Comments. The sample testing service and recommendations are intended to assist with health monitoring, health prevention and health improvement. The service is not intended to diagnose a medical condition or treat a medical condition. If you have or suspect you have a medical problem or condition, or you have any concerns about your health or how the Services might impact upon your health, you must contact your GP or hospital immediately.

1. Information about us

- 1.1 We are Humankind Ventures Limited trading as Forth ("Forth", "we" or "us") a company registered in England and Wales under company number 09082827 and with our registered office at Basepoint Business Centre, Beaufort Park, Chepstow. NP16 5UH. Our main trading address is Basepoint Business Centre, Beaufort Park, Chepstow.
- 1.2 We operate the website www.forthwithlife.co.uk.

2. Contacting us for cancellation and other reasons

- 2.1 You can contact us by emailing help@forthsupport.co.uk.
- 2.2 If we have to contact you, we will do so by telephone or by writing to you at the email address, SMS or postal address you provided to us. You should provide further contact details if you know they are out of date.
- 2.3 To cancel a Contract in accordance with your legal right to do so as set out these Terms you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the [cancellation form](#) on our Website.
- 2.4 A link to the Website cancellation form will be included in our email confirmation of your purchase. If you use this method, we will email you to confirm we have received your cancellation.
- 2.5 You can also email us at help@forthsupport.co.uk to cancel a Contract. If you are emailing us please include your name, and order reference number

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to help us to identify it. If you send us your cancellation notice by email then your cancellation is effective from the date you send us the email.

- 2.6 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by emailing our customer service team at help@forthsupport.co.uk.
- 2.7 If we have to contact you to give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

3. Our right to make changes to our Services or suspend our Services

3.1 We may change our Services:

- 3.1.1 to reflect changes in relevant laws and regulatory requirements;
or
- 3.1.2 to implement minor adjustments and improvements.

3.2 If we need to make significant changes we will notify you in writing and you may cancel your Order if the Services you purchased have not yet taken place and receive a refund for the Services you have not received. Provided we have told you about the changes at least 72 hours before your Services are due to start, you must still give us at least 48 hours notice of cancellation, otherwise you will not receive a refund.

3.3 We may have to suspend any of our Services to:

- 3.3.1 deal with technical problems or make minor technical changes;
- 3.3.2 to comply with relevant laws and regulatory requirements; or
- 3.3.3 if we do not have suitable Medical Professionals available to perform or supervise the Services.

3.4 We will contact you in advance to tell you we are suspending our Services unless the problem is urgent or an emergency. If we have to suspend the relevant Services, we will contact you. You will be given the opportunity to cancel and re-book your Order. If you cancel your Order you will be entitled to a refund of the fee paid for Services which have not been provided to you.

4. Your right to end the Contract

4.1 Your right to end the Contract will depend on how we are performing and when you decide to end the Contract.

4.1.1 If you change your mind, you have the right to cancel your Order for Services in accordance with clause 17; or

4.1.2 if you want to end the Contract because of something we have done or told you we are going to do see clause 4.2;

4.2 If you are ending the Contract for the following reasons you must notify us in writing and the Contract will end immediately and you will receive a full refund for any Services which have not been provided to you:

4.2.1 you have been told of an upcoming significant change to the Services which you do not agree to;

4.2.2 there is a risk the Services may be significantly delayed because of events outside our control and you are not willing to accept the Services at a later date;

4.2.3 we have suspended the Services for technical or legal or regulatory reasons or we notify you that we intend to suspend the Services for these reasons in each case for a period of more than 3 months and you are not willing to accept the Services at a later date;

4.2.4 you have a legal right to end the Contract because of something we have done.

4.3 To end the Contract with us please let us know by doing one of the following:

4.3.1 Email: help@forthsupport.co.uk. Please provide your name, home address, date and order number, your phone number and email address.

4.3.2 Online. Follow the cancellation link provided to you in the email sent after completing your order.

5. Our right to end the Contract

5.1 We may end the Contract at any time if:

5.1.1 you do not make payment to us when due;

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- 5.1.2 you do not provide us with the information or any consent we require to provide our Services;
 - 5.1.3 you do not comply with these Terms in any material respect and you fail to remedy any defect within the time period we specify when notifying you of your breach (except in certain serious circumstances in which a remedy period is not appropriate). We will usually allow at least 10 days for you to remedy where possible.
- 5.2 If we end the Contract under clause 5.1 we will refund you any fee paid for a Service you have not received but we may deduct or charge you reasonable compensation for the costs we incur as a consequence of you breaching the Terms. You will not receive a refund for Services that are due to be performed within 48 hours of us ending the Contract.
- 5.3 We may write to you to let you know we are ceasing the provision of the Services. We will let you know in advance we will be stopping the supply of the Services and will refund you any fee paid in advance for Services which will not be provided.

6. If there is a problem with our Services

- 6.1 If you have any questions or complaints about our Services, please contact us. You can write to us at help@forthsupport.co.uk. We will ensure that any complaint is handled in an appropriate way. A copy of our complaint's procedure is available on request.
- 6.2 Nothing in our complaints procedure will affect your legal rights.

7. Information about our Medical Practitioners

- 7.1 We use Medical Professionals to provide the Services that require their experience and qualifications. All Medical Professionals who provide Healthcare Comments are registered with the General Medical Council, Health and Care Professions Council (HCPC) or Nursing and Midwifery Council (NMC), as appropriate for the Services, hold a licence to practise and are required to operate within their area of expertise for your safety. All our Doctors are experienced general practitioners or medical doctors registered with the UK General Medical Council. All our HCPs are registered with the HCPC or NMC.
- 7.2 We use vetting procedures to check our Medical Professionals. The Medical Professionals provide relevant information about their education, training, experience and specialisation to us. We disclaim (to the extent permitted by law) any and all liability for the accuracy or reliability of any information

provided by the Medical Professionals unless problems should have been identified by our vetting procedures. However, if it comes to our attention that any Medical Professional's information is inaccurate or unreliable, we will take appropriate steps to update their information or (where necessary) to disengage with that Medical Professional. We ask that you tell us if you have any concerns about individual Medical Professionals.

7.3 Healthcare Comments are a core part of our Services. While we take responsibility for engaging appropriately qualified Medical Professionals and facilitating their review of your results, the specific clinical judgement within an individual Healthcare Comment is that of the Medical Professional providing it, and you may have separate rights against them in relation to it (see clause 9.2).

8. Our liability

8.1 We only supply our Results Reports and Healthcare Comments for personal and private use. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.2 We do not in any way exclude or limit our liability for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation; or

8.2.3 defective products under the Consumer Protection Act 1987.

8.3 Subject to clause 8.2, our total liability to you arising in connection with a Contract will be limited to the price you have paid us, so that in a worst-case scenario you are entitled to your money back, but no more.

8.4 Subject to clause 8.2, we are not liable for any loss, delay, inconvenience or damage you suffer as a result of:

8.4.1 damage to the sample in transit from you to us, or your sample being untestable for some other reason, and needing to take any other samples as a result (see clause 16 for how we deal with this);

8.4.2 any ill-effects you may suffer from a capillary tester kit or attempting to use a tester kit that requires a sample to be collected by a qualified phlebotomist (**PLEASE DO NOT ATTEMPT TO COLLECT A SAMPLE YOURSELF WHERE THE TESTER KIT STATES THAT THE SAMPLE MUST BE COLLECTED BY A QUALIFIED PHLEBOTOMIST.**)

SEE THE ADDITIONAL GUIDANCE PUBLISHED ON OUR WEBSITE BEFORE YOU PROCEED.);

- 8.4.3 any ill-effects you may suffer from loss of a small amount of blood, or any failure of the prick made by the tester kit to heal properly (**Please do not use the tester kits if you have any reason to believe you may be susceptible to such problems, SUCH AS SITUATIONS WHERE YOU HAVE AN INFECTION OR A BLEEDING CONDITION, OR TAKE ANTI-COAGULATION MEDICINE. SEE THE ADDITIONAL GUIDANCE PUBLISHED ON OUR WEBSITE BEFORE YOU PROCEED.);** or
 - 8.4.4 any use you choose to make of the findings of the Results Report (including any Healthcare Comment which accompany the Results Report);
 - 8.4.5 any failure to comply with the estimated “turnaround time” displayed on the Website, although we will provide the Services within a reasonable period (turnaround times are estimates only and you should not rely on them); or
 - 8.4.6 any scheduled appointment made with a phlebotomist not happening at the scheduled time, although we will try (or ask the phlebotomist to try) to give you notice of any required rescheduling (sometimes that may mean last-minute rescheduling or cancellations).
- 8.5 We will use reasonable care and skill to provide the Services but you accept that they involve reporting of results only and we do not promise or guarantee that our Services will cause you to achieve any particular health goal or receive any diagnosis or referral. Our Services provide a preventative health monitoring service, comprising laboratory testing and review by our medical team. As we do not have access to your full medical records, this review and any accompanying healthcare comment do not constitute a diagnosis and are not a substitute for ongoing care from your GP or specialist. It is your sole responsibility to act on any results that we escalate to you requiring further consultation with your usual doctor or hospital provider. A Results Report and Healthcare Comment, is not intended to be a substitute for seeking the advice of your own doctor. This clause 8.5 is subject to clause 8.2.

9. Our responsibility for loss or damage suffered by you

- 9.1 If we fail to comply with these Terms, we are responsible (subject to clause 8 and 9.2) for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but 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. Even then, we ask that you take reasonable steps to avoid losses (such as following our reasonable instructions if a problem arises) and we will not be liable if you don't take those steps.
- 9.2 Healthcare Comments is a core part of our Services, carried out by qualified Medical Professionals. While we are responsible for facilitating this review, the specific clinical judgement within an individual Healthcare Comment is that of the Medical Professional providing it, and you may have separate rights against them in relation to it.
- 9.3 We do not exclude or limit 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 that of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or any breach of your legal rights.

10. Events outside our control

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 10.2.
- 10.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 10.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

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10.3.1 we will contact you as soon as reasonably possible to notify you; and

10.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of tester kits to you, the arrangement of a phlebotomist appointment or the performance of Services by a Medical Professionals, we will arrange a new delivery date or appointment with you after the Event Outside Our Control is over.

10.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we may ask you to dispose of the equipment without any cost to you and you will follow our instructions. We may deduct from any refund or charge you for the cost of £10 for any testing equipment provided to you.

11. Your data and rights

11.1 We only use your personal data in accordance with our [Privacy Policy](#). Please take the time to read our [Privacy Policy](#), as it includes important information about how we use your personal data.

11.2 We ask you to give us your personal data through the Website, for the purposes of enabling us to:

11.2.1 deliver tester kits to you;

11.2.2 arrange appointments with a phlebotomist (see clause 16.2);

11.2.3 arrange and carry out Test;

11.2.4 process the results of your Test;

11.2.5 enable us to provide you with a Results Report;

11.2.6 provide you with a Healthcare Comment prepared by a Medical Professional engaged by us or permit a Medical Professional to contact you, your GP or other healthcare services (as further detailed in clause 11.5 and 11.6); and

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- 11.3 We subcontract the analysis of your samples to third party laboratories. We will share your personal data, including your name and your contact details with third party laboratories.
- 11.4 We subcontract the despatch of tester kits and phlebotomy appointments to third party companies. We will share your personal data, including your name and your contact details with these third party companies in order to fulfil the Service.
- 11.5 As part of our Services, we will share your personal data, including your name and contact details, with Medical Professionals engaged by us, for the purpose of providing you with a Healthcare Comment on your test results. Where the testing of your sample returns a significantly abnormal result (which we determine by reference to generally accepted UK medical standards), the Medical Professional may contact you directly, either by email or telephone, to recommend that you seek immediate medical attention, where they consider that your results suggest a medical emergency.
- 11.6 We do not guarantee that the Medical Professional who provides the Healthcare Comment in respect of one sample will be the same as the Medical Professional who provides the Healthcare Comment in respect of a subsequent sample. Unless you tell us not to, we may share between us and any relevant Medical Professionals your personal data relating to previous Results Reports and Healthcare Comments to help inform any subsequent Results Reports and Healthcare Comments.

12. Social media etiquette guidelines

12.1 The social media etiquette guidelines are put in place to ensure our staff are treated with respect and that a solid process can be followed if we need to block someone from our social channels.

12.2 We want our social media channels to be a place where you can learn about proactively managing your health and for it to be a safe place for you to interact with us and others following our channels. We welcome your feedback, both positive and negative so we know what we are doing right and can continue to improve our Service. To this end, we have created a set of guidelines that aim to ensure everyone who follows us on social media has a positive experience:

12.2.1 Please ensure you comply with the social media platform's Terms Of Use, as well as these guidelines.

12.2.2 Be considerate, respectful and polite to other users of our social media channels and to our social media team.

12.2.3 Please ensure your contributions are civil, polite, tasteful and suitable for all ages.

12.2.4 We will remove users who are repeatedly disruptive, rude, offensive or abusive, threatening, bullying towards others or our social media team.

12.2.5 We will remove content that is graphic, sensitive, offensive, endorses illegal activity or misleading.

12.2.6 We will not tolerate racist, misogynistic, blasphemous or homophobic or otherwise unlawful behaviour or content that is defamatory, offensive, pornographic, violent, abusive, insulting, threatening, harassing, discriminatory, indecent, misleading information, or otherwise unlawful.

12.2.7 We will remove any content that is deemed as spam or repetition (persistent negative and/or abusive content in which the aim is to provoke a response).

12.2.8 Any Forth posts that are shared must credit Forth with its relative social media handle clearly displayed.

12.2.9 You will not publish, broadcast, stream or display any of the documents you receive from our Services or any images or

recordings of the Services on any social media platform or other public forum without our consent (if we say on our Website that you can do something, that counts as our limited consent for the specified activity).

- 12.3 Generally, we have a two strike rule for breaches of these above guidelines. Anyone who has received two warnings on breaking these guidelines will be blocked from our social media channel and reported to the associated social media platform. In addition, we may immediately remove contributed content of, report to the social media platform and remove from the Services, any person who breaches clause 12.2.9.

13. Buy now pay later

- 13.1 Through a link that will appear on our Website as you come to pay for our Services, you may have the option of using a buy now pay later service provided by a third party business. We accept payment from you in this way. Using the third party business is entirely your choice. The third party will provide credit to you on their own terms and you will need to read those terms carefully and ensure you can meet them. Buying in this way may not be your best option and we ask you to act responsibly. Remember that you may need to pay interest and other fees, your credit score may be affected and they may take action against you to recover debts you owe.
- 13.2 You will need to sign up to the service directly with the third party. We have no direct relationship with them with respect to your individual purchase of our Services, so you will need to contact them if you experience any problems. They will contact you directly about your relationship with them. If you choose to use them, they will collect your payment details. In that case, we don't need your payment details and we won't transfer payment details that we have collected previously. We do not provide any guarantee that you are eligible and we have no influence over whether they accept you or not.
- 13.3 The links we provide are for your convenience to give you payment options you may wish to use. Our choice to include a link is not a recommendation about the third party provider. We are not responsible for the content you access or any agreement you enter into by following the link.

14. Placing an Order

- 14.1 To order Tests and Results Reports (and related Healthcare Comments), you must place an order via our booking system, which is available through our Website. Our Website will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend

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any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

- 14.2 After you place an order, you will receive an email from us that confirms your order has been accepted (Order Confirmation). The Contract between us will only be formed when we send you the Order Confirmation.
- 14.3 If we are unable to accept your order (because, for example, the requested Test is not available), we will inform you of this by email. You will not get a Order Confirmation and we will not process your order. If you have already paid, we will refund you the full amount including any delivery costs charged as soon as possible.
- 14.4 You may only enter into a Contract with us if you are at least 18 years old.

15. Arranging your sample

- 15.1 We will send you the tester kit for the Test you have ordered as soon as possible after the Order Confirmation is sent. It will be clear from the Website whether the Test you have ordered can be carried out yourself, or whether the sample must be taken by a qualified phlebotomist in person. This will be confirmed in your Order Confirmation.
- 15.2 If the sample must be taken by a qualified phlebotomist in person, we or third parties that we engage to provide phlebotomy services, will contact you to enable you to arrange an appointment, either at your home or at a clinic. You will ensure that any person you invite into your home is treated with respect, identifies themselves appropriately, and is made aware of any dangers that you know about. You accept that any person attending your home may decide not to enter or to leave at their discretion if they have concerns. If you prefer, you may arrange an appointment with a phlebotomist of your choice. We have no control over phlebotomist's that you find, contact and appoint directly, and you do so entirely at your own risk and cost.
- 15.3 You must not attempt to collect your own sample if the Website, Order Confirmation or the tester kit specifies that a qualified phlebotomist is required to carry out that particular Test. If your sample needs to be taken by a phlebotomist you must keep your appointment. If the phlebotomist is unable to attend the appointment or take your sample due to your absence or unwillingness to proceed, or if you cancel the appointment with less than 48 hours notice, you will not receive a refund.

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- 15.4 Any tester kits or other equipment delivered to you are provided to you only for the purpose of enabling you to deliver us a sample. You must not use it for any other purpose and you must dispose of it in accordance with our instructions. Even if you do not use the equipment, we cannot accept returns of any equipment (please do not try to send them) and you will need to pay for the cost of the equipment. We will charge you £10-£35 (depending on the kit) for the cost of the equipment and deduct the cost of the equipment from any refund you may be due.
- 15.5 When you receive a tester kit you must follow the instructions to provide your blood sample and then send it back to us the same day the blood sample has been taken. Any delay in returning the sample to us will increase the risk of Test failure. The validity of the tester kit will expire after 60 days of delivery, so you are required to collect and post your sample to the laboratory in the envelope provided within that time period.
- 15.6 If you do not collect and post your sample to the laboratory before the tester kit expires (60 days from delivery), and you still require a Test, there will be an additional charge of £10-£35 for a replacement tester kit.
- 15.7 If your sample fails analysis due to collection protocols not being followed we may at our discretion send you one complimentary tester kit and ask you to repeat the process, without further charge. We may also offer you the option of having your blood sample taken in person by a phlebotomist, in which case there will be an extra fee to pay. We will notify you of this fee at the time. We will not provide further Services until you notify us of your decision and, if relevant, make further payment.
- 15.8 Our Website sets out an estimated "Turnaround Time" for the Tests to be done and the Results Report delivered. We will aim to meet these timescales. However, this is an indication only and is not binding nor is it "of the essence of the contract" (meaning you cannot cancel after the event or claim a refund if we are late). If we have not made the Results Report available to you within 30 days of us receiving a testable sample, and unless we agree alternative arrangements with you, you will receive a full refund and the Contract will be cancelled.

16. Price and payments for Tests, Results Reports and Healthcare Comments

- 16.1 You can pay for Tests, Results Reports and Healthcare Comments using a debit card or credit card via Stripe. We accept the following cards: Visa / Delta / Electron, MasterCard / Eurocard, Maestro, American Express. Debit cards (also known as bank cards) are accepted if they have a Visa or MasterCard logo. Other forms of direct payment are not accepted unless we agree a specific payment method with you. We also accept payment via buy now pay later services (see clause 13).
- 16.2 Payment for the Tests and all applicable delivery charges, Results Reports and Healthcare Comments must be made in advance. We will not charge your debit card or credit card until the time we accept your order. However, we reserve the right not to send out any sampling equipment until we have received payment in full.
- 16.3 The prices of our Tests will be as quoted on our Website at the time you submit your order. We take all reasonable care to ensure that the prices of Tests are correct at the time when the relevant information was entered onto the system. However, please see clause 16.6 for what happens if we discover an error in the price of Services you ordered.
- 16.4 The price of a Test excludes phlebotomy fees (if any). More details of what is and is not included can be found on our Website.
- 16.5 If VAT becomes applicable between the date of your order and the date of delivery we will adjust the price you pay to include VAT, unless you have already paid for the Tests in full before the changes in VAT takes effect.
- 16.6 We offer a large number of Tests. It is always possible that, despite our efforts, some of the Tests on our Website may be incorrectly priced. If the correct price is higher than the price stated on our Website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

17. Your right of return and refund – Tests and Results Reports

- 17.1 You have a legal right to cancel a Contract until 14 days after the day you receive our Order Confirmation. This means that during the relevant period if you change your mind, you can notify us of your decision to cancel the

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Contract and, in some cases, receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

17.2 By placing an order you request us to start performing our Services immediately (following our Order Confirmation) and you acknowledge that you will lose your right of withdrawal from the Contract once the Services are performed. This means that any refund may be partial only, as described in clause 17.3.

17.3 If you wish to cancel your Contract, please contact us as soon as possible and we will confirm whether you can do so and what refund will apply. The below assumes that you notify us of your intention to cancel within 14 days of the Order Confirmation.

17.3.1 If we have not yet sent you a tester kit, and (if relevant) a request for an appointment with a phlebotomist has not been made, there will be no fee to pay and a full refund will be due to you.

17.3.2 If we have already sent you a tester kit, we will deduct £10, £20 or £35 (depending on kit type) from the refund due to you, to cover the cost of the kit as it cannot be re-used.

17.3.3 If you have purchased a Test requiring a phlebotomist appointment and if that appointment has been requested, a further £35 will be deducted from the refund.

17.3.4 If your sample has already been either analysed or taken by a phlebotomist, no refund will be due to you.

17.3.5 If your appointment with a phlebotomist has been scheduled and you cancel the appointment less than 48 hours before the scheduled time, no refund will be due to you.

17.3.6 If a phlebotomist cancels your appointment and a replacement appointment cannot be agreed you will be entitled to a full refund.

17.3.7 Where you cancel an order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control - see clause 10), you do not have to make any payment to us and we will refund any payments you have made to us in respect of this Contract.

17.3.8 We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Test we may refund you in

vouchers. If you used a buy now pay later service (see clause 13), any refund will be paid to the relevant provider.

18. Results Report and Healthcare Comments

18.1 We will deliver our Results Report and Healthcare Comments to you by sending you an email and SMS inviting you to log in to a private area of our Website. Making the Results Report and Healthcare Comments available online and sending you this email constitutes full delivery of our Services.

18.2 The Results Report that we provide you with, and the format in which it is displayed to you, remains our own intellectual property, as do the formula and other background knowhow which enable us to prepare the Results Report. However, we grant you a worldwide, royalty free, perpetual licence to use the Results Report for your own personal requirements. You cannot allow any other person to use these rights or rely on the Results Report. You must not use the Results Report for any commercial purposes nor republish it without our written agreement. All use is subject to the social media requirements in clause 12.

19. Other important terms

19.1 When we refer, in these Terms, to “in writing”, this will include email.

19.2 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

19.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

19.4 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 or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.6 If one or more of the provisions contained in these Terms is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity,

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illegality or unenforceability shall not affect any other provision of these Terms, but the Contract shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

- 19.7 These Terms are governed by English law. This means a Contract for Services and any dispute or claim arising out of or in connection with it will be governed by English law.
- 19.8 You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.