



TERMS & CONDITIONS AND PRIVACY POLICY

FOR

BIOMINE HEALTH PROPRIETARY LIMITED

AS AT 1 JULY 2025

1. Introduction

- 1.1. These Terms and Conditions ("**Terms**") and the accompanying Privacy Policy govern your access to, and use of the services offered by Biomine Health Limited and Biomine Proprietary Limited (collectively, "**Biomine**", "**we**", "**us**", or "**our**"). These services include, but are not limited to, the Biomine stool-based microbiome testing kit, the website located at www.biominehealth.com, your personalised customer dashboard, and any other associated digital platforms, communications, and tools made available by Biomine (collectively, the "**Services**").
- 1.2. By registering an account with us, submitting a sample, or otherwise accessing or using any part of the Services, you:
 - 1.2.1. acknowledge that you have read, understood, and agreed to be legally bound by these Terms; and
 - 1.2.2. provide your informed consent to the data processing practices set out in herein.
- 1.3. If you do not agree to these Terms or do not consent to the Privacy Policy, you must not access or use the Services, and you should not register for an account or submit a sample for testing.

2. Our Services

- 2.1. Biomine offers a personalised gut microbiome analysis service based on the scientific processing of human stool samples. Our Services are designed for non-diagnostic, informational, and wellness-oriented purposes and are intended for personal use only.
- 2.2. Each user is provided with an at-home sample collection kit containing detailed instructions, a pre-labelled return container, and a unique identifier. Once the stool sample is returned to our partner laboratory, the microbial DNA contained in the sample is extracted and sequenced using certified laboratory procedures. These internationally recognised laboratory procedures ensure the accuracy, reliability, and consistency of our sequencing and bioinformatics analysis.
- 2.3. In addition to analysing the microbial content of your stool sample, we also process supplementary information provided by the user, such as; age, diet, lifestyle, symptoms, and other relevant metadata, through a secure digital intake process. This

combined data is used to generate a personalised microbiome report accessible via your secure online dashboard, which may include:

- 2.3.1. A profile of your gut microbial composition;
- 2.3.2. Functional activity insights regarding the microbiota (e.g., short-chain fatty acid production, inflammation markers); and
- 2.3.3. Personalised lifestyle and dietary suggestions based on currently available scientific evidence and algorithmic interpretation.

Important Note:

The information provided through our Services is not intended to diagnose, treat, cure, or prevent any disease, and does not constitute medical advice. Users are encouraged to consult a qualified healthcare professional before making any medical or health-related decisions based on the results provided.

3. Informational and Non-Medical Nature of the Service

- 3.1. The Services offered by Biomine are intended exclusively for informational, educational, and wellness-related purposes. The Biomine microbiome test is not a medical device, and the information generated by the test does not constitute medical advice and is not intended to diagnose, treat, cure, or prevent any disease or medical condition.
- 3.2. The results, reports, and any dietary or lifestyle suggestions made available through our platform are derived solely from your stool-based microbiome profile and self-reported metadata (such as age, diet, lifestyle, and symptoms). These outputs do not take into account your comprehensive medical history, genetic predispositions, current medications, allergies, sensitivities, or pre-existing medical conditions. Accordingly, the information provided should not be relied upon as a substitute for consultation with a qualified medical, nutritional, or health professional.
- 3.3. You acknowledge and agree that:
 - 3.3.1. You are solely responsible for how you interpret and act upon the information provided through the Services;
 - 3.3.2. You must exercise personal judgment and caution before making any health, lifestyle, or dietary changes; and

3.3.3. You should consult a licensed healthcare provider, such as a general practitioner, medical specialist, or registered dietitian, prior to making any decision that could affect your physical or mental health.

4. Returns, Refunds and Cooling-Off Rights

4.1. Applicability of Return and Refund Policy

This Return and Refund provision applies exclusively to the purchase of the Biomine microbiome test kit via our website or electronic platform. Biomine is committed to complying with all applicable consumer protection legislation, including the Consumer Protection Act 68 of 2008 (“CPA”) and the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”).

4.2. Cooling-Off Period

If you purchase the microbiome test kit electronically (e.g. via our website or online portal), you are entitled to cancel the transaction without reason or penalty within seven (7) calendar days of receiving the microbiome test kit, in terms of Section 44 of the ECTA, provided that:

4.2.1. You notify us in writing of your intention to cancel within this period; and

4.2.2. The microbiome test kit is returned to us in its original, unused, and sealed condition, and remains unopened and uncontaminated.

If these conditions are met, we will process a full refund of the purchase price within 15 business days of receiving the returned microbiome test kit. The cost of returning the microbiome test kit to us, are not refundable and are the responsibility of the consumer, unless the return is due to a defect or error on our part.

Important Note:

The cooling-off right does not apply if the microbiome test kit has been opened, used, damaged, or tampered with in any way, due to the health and hygiene risks associated with biological testing products.

4.3. General Returns

Subject to the above cooling-off rights and applicable law, we do not accept returns or provide refunds after the microbiome test kit has been opened, used, or the sample has been submitted, except where the product is defective, damaged on delivery, or not fit for purpose

in terms of the CPA. In such cases, you must notify us within 10 (ten) days of receiving the product and provide reasonable proof (e.g., photographs, written explanation).

If we determine that the microbiome test kit was indeed defective, damaged, or unfit for purpose at the time of delivery, we will, at our election, offer to:

- 4.3.1. Replace the microbiome test kit at no cost; or
- 4.3.2. Issue a full refund, including applicable delivery charges.

4.4. Non-Refundable Items and Services

You acknowledge and agree that no refunds will be issued:

- 4.4.1. Once your biological sample has been submitted for processing;
- 4.4.2. For partially used, opened, or contaminated microbiome test kit;
- 4.4.3. For test results or Services already rendered.

4.5. Non-Refundable Items and Services

To initiate a return, please contact our support team at support@biominehealth.com with your order details and reason for return. If approved, return instructions will be provided. Return shipping must be tracked, and Biomine is not liable for items lost or damaged in transit.

4.6. Exceptions and Discretion

We reserve the right, in our sole discretion and within the bounds of applicable law, to reject return or refund requests that do not comply with this policy, or where abuse or misuse of our Services is suspected.

5. Eligibility, Capacity and Consent

5.1. Age and Legal Capacity

Use of the Services offered by Biomine is generally available to individuals of all ages. However, users under the age of 18 (eighteen) may only access and use the Services with the prior, verifiable consent of a parent or legal guardian.

We do not knowingly collect or process the personal information of children without the legally required authorisation under Section 35 of the Protection of Personal Information Act 4 of 2013 (“**POPIA**”). If we become aware that a sample or personal information has been

submitted by or on behalf of a child without valid authorisation, we reserve the right to suspend or terminate the Services until such authorisation is verified or the data is lawfully deleted.

It is the responsibility of the parent or legal guardian to ensure that:

- 5.1.1. Appropriate consent has been given for the use of the Services and the processing of the child's personal and special personal information (including health-related information); and
- 5.1.2. The information submitted during registration is complete, truthful, and provided in accordance with these Terms and applicable data protection laws.

5.2. Age and Legal Capacity

By registering for the Services, the user (or their legal guardian, where applicable) confirms and warrants that:

- 5.2.1. They have the legal capacity to enter into and be bound by these Terms;
- 5.2.2. The biological sample submitted is their own (or that of the minor in respect of whom they are the lawful guardian or have authority to act); and
- 5.2.3. All personal and health-related information submitted is accurate, complete, and provided lawfully.

5.3. Consent to Processing

During registration, users are required to tick a consent box confirming that they:

- 5.3.1. Have read, understood, and agree to be bound by these Terms and the Privacy Policy;
- 5.3.2. Acknowledge the non-diagnostic and wellness-oriented nature of the Services; and
- 5.3.3. Provide informed and voluntary consent to the processing of their (or their child's) personal and special personal information as set out in the Privacy Policy.

Where the user is a minor, the ticking of the consent box must be completed by a parent or legal guardian, who consents to the processing of the child's personal information in terms of Section 35(1)(b) of POPIA for a proper and lawful reason, being the provision of a wellness-oriented service.

5.4. Optional Consents

Users are also invited to provide optional, informed, and voluntary consent for:

- 5.4.1. The anonymised retention and use of microbial DNA data and metadata for internal research, development, and product improvement purposes; and
- 5.4.2. The receipt of email communications, including product updates, wellness content, and promotional material.

Users may withdraw their consent for optional purposes at any time by contacting us at support@biominehealth.com or adjusting their preferences in the dashboard.

6. **Sample Collection, Handling and Processing**

6.1. User Responsibility for Sample Collection

Users are solely responsible for the correct collection, packaging, and timely return of their sample using the at-home sample collection kit and pre-labelled return packaging provided by Biomine. Detailed instructions for use are included with the kit and must be strictly followed to ensure sample integrity.

Biomine does not accept any liability for:

- 6.1.1. Incorrect or improper sample collection by the user;
- 6.1.2. Contamination, damage, or leakage of the sample in transit;
- 6.1.3. Delays in postal or courier delivery beyond our control; or
- 6.1.4. Degradation, unsuitability, or rejection of the sample due to failure to follow instructions.

We reserve the right to reject any sample that, in our reasonable opinion or that of our laboratory partners, is unusable or compromised due to user error or external factors.

6.2. Laboratory Processing

Once received, the sample is transferred to one of our accredited laboratory partners for processing. The sample undergoes microbial DNA extraction and sequencing in accordance with certified laboratory protocols. Following successful processing:

- 6.2.1. The remaining physical sample is securely and irreversibly destroyed in accordance with applicable health and biohazard regulations; and
- 6.2.2. The extracted microbial DNA and sequencing data are retained only to the extent necessary to deliver the agreed Services, or as otherwise consented to by the user.

6.3. Anonymisation and Optional Research Consent

Where the user has provided explicit and informed consent, Biomine may retain anonymised microbial DNA and associated metadata (e.g., age, dietary patterns, symptoms) for the purposes of internal research, product development, validation studies, or statistical analysis. In such cases:

- 6.3.1. All retained data is de-identified and is never linked to personally identifying information such as your name, email address, or user account;
- 6.3.2. The data will not be used for commercial gain outside the scope of aggregate analysis or service improvement without additional consent; and
- 6.3.3. You may withdraw your research consent at any time by contacting support@biominehealth.com, in which case any further use of your data for such purposes will cease, subject to lawful retention obligations.

7. Data Collection, Use and Retention

7.1. Categories of Data Collected

In the course of providing its Services, Biomine collects and processes the following categories of personal and special personal information (“Data”):

- 7.1.1. **Biological Sample Data:** Stool samples provided by the user, from which microbial DNA is extracted;
- 7.1.2. **Metadata:** Self-reported information such as age, sex, dietary habits, symptoms, lifestyle factors, and other contextual health indicators;
- 7.1.3. **Account Information:** User identifiers including name (where applicable), email address, encrypted login credentials, and associated account preferences;
- 7.1.4. **Usage Data:** Analytics relating to interaction with our website, customer dashboard, and communications (e.g., page visits, session time, click behaviour).

7.2. Categories of Data Collected

ONEBIO Innovation Centre, 1st Floor, 271 Victoria Rd, Salt River, Cape Town, 7925

Tel: (+27) 0732050821

Email: info@biominehealth.com

The above Data is processed for the following lawful and limited purposes:

- 7.2.1. To generate and deliver the user's personalised microbiome report;
- 7.2.2. To provide technical support, customer service, and platform functionality;
- 7.2.3. To improve our Services, algorithms, and user experience based on aggregated and de-identified usage patterns;
- 7.2.4. For internal research and development, only where explicit, voluntary, and informed consent has been obtained; and
- 7.2.5. For publication, statistical analysis, or commercial product development, in aggregated and anonymised form only, ensuring no direct or indirect identification of individual users.

Biomine does not sell or share personal data with third parties for marketing or profiling purposes without the user's express consent.

7.3. Data and Sample Retention Periods

Biomine retains personal data and biological samples only for as long as is reasonably necessary to:

- 7.3.1. Fulfil the purposes outlined above;
- 7.3.2. Comply with legal, regulatory, and contractual obligations; or
- 7.3.3. Exercise or defend legal rights.

Specifically:

- 7.3.4. Biological samples are destroyed immediately upon completion of laboratory processing unless the user has expressly consented to their retention for research purposes;
- 7.3.5. Extracted microbial DNA, if consented to for research, may be retained in de-identified form for up to 5 (five) years, unless withdrawn earlier;
- 7.3.6. Account and personal data are retained for the duration of the user's account and up to 3 (three) years thereafter for archival and audit purposes, unless applicable legal or regulatory requirements require longer retention.

7.4. Destruction Upon Withdrawal or Termination

Users may withdraw consent to data processing or request account termination at any time by contacting support@biominehealth.com. Upon such request:

- 7.4.1. All personally identifiable data and metadata will be securely deleted or de-identified, unless retention is required by law;
- 7.4.2. If consent for research data retention is withdrawn, stored microbial DNA and associated metadata will be irreversibly anonymised or destroyed, unless required for compliance;
- 7.4.3. Biomine will confirm completion of deletion or anonymisation within a reasonable period.

7.5. Lawful Basis and Consent

All processing of personal and special personal information is carried out on the basis of:

- 7.5.1. The user's voluntary, informed, and specific consent;
- 7.5.2. A legitimate interest in providing the Services as requested by the user; or
- 7.5.3. Compliance with legal and regulatory obligations applicable to Biomine or its service providers.

Consent may be withdrawn at any time without penalty, subject to lawful retention or processing already underway.

8. **Data Anonymisation and Security**

- 8.1. All personal information is kept strictly confidential. User samples and microbiome data submitted to us are labelled and processed using a unique, randomly generated kit identifier, and are not linked to your name, email address, or other directly identifying information in any downstream processing environment. Only authorised personnel operating under strict confidentiality obligations and role-specific access controls are permitted to access systems containing identifiable information. All user credentials, passwords, and authentication data are stored using industry-standard encryption and access control protocols.
- 8.2. In order to provide the Services and support our technology infrastructure, certain categories of data may be stored or processed on secure servers located outside the Republic of South Africa, including in Austria and the European Economic Area. However, at no point is identifiable user information shared with third parties without

your express consent. Our systems and practices comply with applicable data protection laws, including the General Data Protection Regulation and POPIA.

9. Sharing of Data

Biomine may share anonymised data with selected partners under the following circumstances:

- 9.1. **Accredited Laboratories:** To process, sequence, and analyse samples, using your kit's unique ID only, not your direct identifiers.
- 9.2. **Healthcare Professionals:** Only upon your explicit request, we may share elements of your microbiome report with a registered healthcare provider (e.g., a dietitian or General Practitioner) for interpretation or consultation.
- 9.3. **Technical and Marketing Service Providers:** We use third-party vendors (e.g., Mailchimp, secure cloud platforms, analytics providers) to deliver communications, manage user accounts, support our infrastructure, and analyse service usage. These parties are contractually bound to maintain the confidentiality and security of your information.
- 9.4. **Academic or Research Partners:** We may share fully anonymised and aggregated data with approved partners for scientific research, product development, or statistical analysis. In these cases, no individual can be identified from the shared data.

No third party will receive access to your personal identity, email address, or contact information without your express consent.

9. Your rights in accordance with applicable data protection laws

Users have the right to:

- Access the personal data we hold about them;
- Request corrections to inaccurate information;
- Request the deletion of their data;
- Withdraw consent to further processing; and
- Download a copy of their report

To exercise these rights, users can contact support@biominehealth.com. Requests will be responded to within 30 days unless an extension is justified. Please include sufficient detail in your request to

allow us to identify you and respond appropriately. We may need to verify your identity before fulfilling certain requests, in line with our legal obligations.

10. Intellectual Property

All intellectual property rights, including but not limited to all patents, copyrights, trade marks, trade names, service marks, logos, designs, domain names, source code, object code, software, proprietary algorithms, databases, content, report templates, text, graphics, layouts, documentation, know-how, data, and any other material, works or technology comprising or made available through the Biomine website, platform, services, reports, or related communications (collectively, “**Intellectual Property**”), are and shall remain the sole and exclusive property of Biomine or its licensors. Users are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Services solely for personal, non-commercial purposes, and may not, without the prior written consent of Biomine, copy, reproduce, distribute, transmit, modify, create derivative works from, publicly perform, publicly display, reverse engineer, decompile, disassemble, license, assign, frame, mirror, exploit, or otherwise use any aspect of the Intellectual Property or Services, whether in whole or in part, for commercial or competitive purposes. Nothing in these Terms shall be construed as transferring or assigning any rights, title, or interest in or to the Intellectual Property to any user, and all rights not expressly granted are hereby reserved. Unauthorised use of any Biomine’s Intellectual Property may result in legal action, including but not limited to claims for injunctive relief, damages, and legal costs.

11. Limitation of Liability

- 11.1. To the fullest extent permitted by applicable law, including without limitation the CPA and the ECTA, Biomine, its affiliates, directors, officers, employees, agents, contractors and service providers shall not be liable for any loss, damage (whether direct, indirect, special, incidental, consequential or punitive), injury, claim or expense of any nature whatsoever, whether based in contract, delict (including negligence), statute or otherwise, arising out of or in connection with the use of or reliance upon the Services, including but not limited to the microbiome test kit, any delay or failure in delivery, processing or analysis of samples, the interpretation or misinterpretation of any reports or results, the accuracy or completeness of any information or content provided, or any actions taken or omitted by the user without obtaining independent professional medical advice.
- 11.2. The user expressly acknowledges and accepts that the services and outputs provided by Biomine are not diagnostic tools, are not intended to constitute or substitute medical advice, diagnosis or treatment, and must not be relied upon as such.

- 11.3. The user assumes full responsibility for any decisions made or actions taken in reliance on the Services, and is solely responsible for consulting with a qualified healthcare professional prior to making any health-related decisions. Without derogating from the generality of the foregoing, and unless otherwise mandated by law, the maximum liability of Biomine for any claim whatsoever, whether in contract, delict, statute or otherwise, shall be limited to the total amount actually paid by the user for the microbiome test from which such claim arose.
- 11.4. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and shall survive termination of these Terms. By accepting these terms, the user expressly acknowledges, in accordance with section 49 of the CPA, that they have read, understood and accepted the risks and limitations set out in this clause.

12. Communications and Marketing

By registering, users may choose to receive occasional emails from us, including wellness tips, updates, product offers, and scientific insights. Users can opt out at any time via the unsubscribe link in any email or by updating their communication preferences.

13. Updates and Amendments

These Terms and this Privacy Policy may be amended from time to time. Any significant changes will be communicated via the dashboard or by email. Continued use of the Services after such notification constitutes acceptance of the revised Terms and Privacy Policy.

14. Governing Law

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the same.

15. Contact

If you have any questions about these Terms or how we handle your data, please contact:

Biomine Health Support Team Email: support@biominehealth.com

Information Officer: Vaughn Barendsen

Website: www.biominehealth.com