

Terms of Service

Last updated: January 2025

These Terms of Service, which we'll refer to simply as the "**Terms**," set out the rules by which you may use our Services. The Terms explain how our Services work and provide you with a list of the "dos and don'ts" when using them. These Terms are more than just rules, though – they form a legally binding contract between us and you that you accept when clicking on the box marked "I agree". Please read through this document carefully and make sure these Terms are acceptable to you. If you don't agree to any of these Terms, do not click "I agree" and do not continue using the Services. If you have any questions, please don't hesitate to contact us at biosteer.info@centarix.com.

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1. The Basics

1.1. Key Terms

- 1.1.1. We are Centarix Biotech Ltd. and we'll refer to ourselves as "**Centarix**," "**us**," "**our**," or "**we**." Our offices are located at Kiryat HaMada 20, Jerusalem, Israel
 - 1.1.2. , and our registration number is 515655215.
 - 1.1.3. When we use the term "**you**," we mean anyone using our Services.
 - 1.1.4. Centarix provides its customers with certain services advice and analyses relating to your health and longevity and/or as otherwise agreed between you and Centarix, as further detailed and subject to separate agreements we have with you ("**Customer Agreement**"). In order to receive certain of the services under the Customer Agreement, Centarix have developed this application ("**App**"), where you can track and manage your engagement with Centarix and the use of the services under the Customer Agreement. When we refer to our "**Services**" in these Terms we mean any services available on the App. The Services allow you to, among other things, track and review changes in your biomarkers, upload events that affect your biological age, synchronize with data received from your wearables, obtain access to and follow your treatment guide, and plan or create your own goals and interventions.
 - 1.1.5. For the avoidance of doubt, these Terms shall not derogate from any provisions, representation, warranty or disclaimer as set forth in the Customer Agreement.
- 1.2. Privacy. When you use our Services, we collect Personal Data (as defined in the Privacy Notice) about you. Check out our Privacy Notice at <https://bio-steer.com/pages/privacy-policy> for details about the types of Personal Data we collect, what we do with it, the security measures we use to keep it safe, and the rights you have regarding your Personal Data.
- 1.3. Changes to these Terms. We may update these Terms from time to time and will post the updated version on this page with the date it was published. Please check this page occasionally to make sure you're aware of the Terms that apply to you. We will notify you if we make any material changes before the updated Terms take effect. If you continue to use our Services after we update the Terms, that means that you agree to and accept the updated version.

2. Our Services.

Subject to these Terms and the Customer Agreement, Centarix allows you to use the Services on a non-exclusive basis for your own personal purposes.

3. User Accounts

- 3.1. In order to use the Services, you will need to create an account. If you are engaging our Services through a clinic, we will create an account for you.
- 3.2. Subject to applicable law, Centarix may refuse to open an account for any individual at its sole discretion.
- 3.3. You agree to notify us immediately of any unauthorized use of your account. You are solely responsible for all activity on your account, even if that activity was not actually performed by you. To the fullest extent permitted by applicable law, Centarix will not be responsible for any losses or damage arising from unauthorized use of your account. While we reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services, we cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

4. Use Restrictions

- 4.1. You may not do or attempt to do or allow a third party to do any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the code or software used to provide the Services, including framing or mirroring the Services; (2) copy, modify, or distribute the Services in any manner not permitted by these Terms; (3) circumvent or interfere with security-related features of the Services or features that restrict unauthorized use of or access to any Content (as defined below); (4) use any robot, spider, site search or retrieval application, or any other process to retrieve, index, and/or data-mine the Content or circumvent the navigational structure of the Services in any other way; (5) use another's account without permission; (6) remove, alter, or conceal any copyright, trademark, service mark or other such notices incorporated in the Services; and (7) use the Services in any manner not permitted by applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws or use in countries subject to sanctions under applicable law.
- 4.2. You may not use our Services if doing so is unlawful. We will cooperate with any law enforcement authorities or court orders requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated

these Terms or to have engaged in illegal behavior in connection with the Services.

5. Representations

- 5.1. Our Representations. We represent that Centarix is organized under applicable law, has the ability to enter into and perform its obligations under these Terms, and doing so does not conflict with any of our commitments to any third party nor with any applicable legal obligation. We will use commercially reasonable efforts to provide our Services faithfully, diligently, and in accordance with the standard practices in our industry.
- 5.2. Your Representations. By accepting these Terms, you represent that: (a) you are at least 18 years old and have the ability to form a binding contract; (b) your use of the Services will not violate any applicable law or any obligation you have to a third party; (c) all the registration information you submit is and will remain truthful and accurate; (d) you have all necessary rights, consents, and licenses needed to provide any User Content (defined below) that you provide; (e) and the User Content is compliant with applicable law and does not infringe on the intellectual property, privacy, publicity, moral, or any other rights of any third party; and (f) our use of your User Content as allowed under these Terms will not cause us to infringe on the rights of any third party. You also undertake that you will use the Services in compliance with applicable law at all times, including all applicable export laws to ensure that neither the Services nor any related materials are unlawfully exported.

6. Intellectual Property

- 6.1. Our Property. We retain all worldwide intellectual property rights, title, and interest in our App, our Services, including its overall appearance and any text, graphics, designs, videos, interfaces, and underlying source files of the Services, any Content we provide, and our name, trademarks, and logos. In some cases we have obtained the right to use certain elements from others as part of our Services and in that case, those elements are owned by their respective owner/s. Even though we're allowing you to use our Services, that doesn't mean that we're transferring ownership or any other rights to you or that we're allowing you to use our name, any trademarks, logos, or similar property as your own.
- 6.2. Your Property. When you provide User Content through the Services, that content remains yours. By providing User Content, you do allow us to use it in connection with the Services, including copying, modifying, and preparing derivative works of it where necessary in order to provide the Services, as well as for analytics purposes and for improvement of the Services. If you provide us with any feedback regarding our Services, you agree that we may use it and share it freely.

7. Content and User Content

7.1. Definitions. We may provide certain materials, such as images, articles, test results, analyses, consultation summaries, and reports through the Services and may also allow you and other users to provide certain types of material, such as images, reports, test results, or consultation summaries, and including content related to your life events, medication and other activities. "**User Content**" means materials you provide and "**Content**" means any content available through the Services.

7.2. User Content Restrictions. You are fully and solely responsible for any User Content that you provide. You may not provide any User Content or act in any way that: (i) violates the legal rights of others; (ii) infringes the intellectual property, moral, publicity, privacy, or other rights of any third party; (iii) is (or you reasonably believe or should believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity; (iv) in breach of any applicable laws, rules, or regulations; (v) contains material we reasonably determine to be offensive, including that which promotes, hate, violence, or discrimination; (vi) constitutes a harassment or threat; (vii) contains obscene material; and/or (viii) contains any virus, worm, trojan horse, or other harmful or disruptive component.

8. Confidential Information.

When you use our Services, we may have access to some non-public or confidential information about the Customer ("**Confidential Information**"). We take the security of your Confidential Information seriously and undertake to keep it confidential in accordance with applicable law and industry practice. We will not use or disclose the Confidential Information except as permitted in these Terms, such as in order to provide you with the Services, improve our Services or to further our business relationship with the Customer. Please note that Confidential Information does not include information that was rightfully in our possession or in the public domain, free of any obligation of confidence, at or subsequent to the time you shared the Confidential Information with us or which we developed independently without use of, or reference to, any Confidential Information. We may disclose Confidential Information if we're required to comply with applicable law and/or a court order and, in such case, we will notify you, if we are permitted to do so.

9. Indemnification.

You agree to indemnify, defend, and hold harmless Centarix, and its directors, officers, employees, subcontractors, and agents from and against any claim, damage, or loss, including reasonable court costs, attorneys' fees, and any fines that may be incurred, that arise directly or indirectly from your: (a) breach of these Terms, including any of your representations or warranties, whether by you or by anyone using your account or device, and whether or not that use was authorized by you; (b) use or misuse of the Services; (c) violation of any law or regulation, including breach of applicable data protection laws; and (d) infringement of any right of any third party.

10. Disclaimers

- 10.1. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. OTHER THAN THE WARRANTIES MADE EXPLICITLY IN THESE TERMS, WE DO NOT MAKE ANY ADDITIONAL WARRANTIES (IMPLIED, STATUTORY, OR OTHERWISE) ABOUT THE APP, SERVICES OR ANY CONTENT, INCLUDING WITHOUT LIMITATION THAT THE SERVICES WILL BE OF GOOD QUALITY, USEFUL FOR YOUR SPECIFIC NEEDS OR ANY PARTICULAR PURPOSE, ACCURATE, ERROR-FREE (OR THAT ERRORS WILL BE CORRECTED), RELIABLE, SECURE, COMPLETE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE PROVIDED IN A TIMELY MANNER.
- 10.2. We cannot control the functionality of services provided by third parties and assume no responsibility for any telephone or network line failure or interruption, or traffic congestion on the Internet or on the Services themselves. We cannot control the actions of bad actors and do not guarantee that we will successfully prevent unauthorized access to or alteration of the Services.
- 10.3. Users. We cannot anticipate or control the actions or inactions of anyone else, including our clients, users, or unauthorized users. Therefore, **we disclaim all liability, regardless of the form of action, for the acts or omissions of any and all users (including unauthorized users), that are not solely due to our gross negligence or willful misconduct.**
- 10.4. User Content. User Content comes from sources outside of our control, we take no responsibility for the accuracy, usefulness, safety, appropriateness, or non-infringement of any User Content; your use of any User Content is at your own risk. We do not endorse any opinions or recommendations expressed in any User Content. We have no obligation to display or maintain any User Content and may remove it without notice to you and for any reason.
- 10.5. Data Retention. We are not a data retention service. It is your sole responsibility to back up any data you provide to us. If data you provide to us is lost or corrupted for

any reason, we shall not be responsible for any damage or loss you experience if you are unable to recover that data.

- 10.6. Third-Party Content. Our App may provide you with links to third-party services. We make no promises regarding and are not liable for the content, goods, or services provided by such third parties, including any payments submitted through such links. We also cannot make any promises about and are not liable for another party's data protection policies. When you click on any of these links, you do so at your own risk. We urge you to exercise caution when using third-party services.
- 10.7. In light of the above, you understand that using the Services entails some degree of risk. When you choose to use the Services, you do so at your sole discretion and risk. Some jurisdictions do not allow the exclusion of certain warranties and therefore some of the above exclusions may not apply to you. Check your local laws for any restrictions regarding the exclusion of implied warranties.

11. Limitation of Liability

- 11.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENTARIX (AND ITS OFFICERS, EMPLOYEES, OR SUBCONTRACTORS) SHALL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CENTARIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.2. OUR MAXIMUM AND AGGREGATE LIABILITY UNDER THESE TERMS AND UNDER ANY CAUSE OF ACTION WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE.

12. Term and Account Termination

- 12.1. Term. These Terms will take effect when you accept them and shall continue in full force and effect until they are terminated in one of the ways described below.
- 12.2. How to Terminate Your Account. You may request to terminate your account (and, by association, these Terms) by terminating the Customer Agreement in accordance with its terms.

- 12.3. Termination by Centarix. We reserve the right to suspend or terminate your account (and, by association, these Terms) at any time and for any reason by if: (i) the Customer Agreement is terminated for any reason; (ii) you violate the letter or spirit of these Terms; (iii) you engage in fraudulent, abusive, or illegal behavior or harass or harm other users, third parties, or our business interests; or (iv) you fail to pay any fees you are required to pay, including if you initiate a chargeback. If your account is terminated, you may not rejoin by opening a new account without our permission.
- 12.4. Even if your account is terminated, you will still be bound by the sections of these Terms which, by their nature, are meant to survive termination.

13. Force Majeure.

Neither party will be liable for any default or delay in its performance of its obligations under this Agreement to the extent caused by a natural disaster, act of God, act of war or terrorism, riot, third-party labor strike, pandemic, or other similar occurrence beyond its reasonable control, provided that the affected party makes all reasonable efforts to comply with its obligations despite the occurrence. The affected party shall, as soon as reasonably practicable, notify the other party of the occurrence. It is clarified that payment obligations hereunder may be delayed due to a force majeure event but will not be excused.

14. Notices.

To provide an official notice in accordance with these Terms, either we or you may send a notice by email to the addresses we provide each other. Either party may assume its notice has been received one after one (1) business day after email transmission.

15. General.

These Terms constitute the entire agreement between us and you regarding our Services, and any and all other agreements existing between us regarding the Services are hereby terminated. We may assign our rights and obligations in these Terms to any third party. You may not assign any of your rights or obligations in these Terms to anyone else and any attempt to do so will be void. If either party waives any rights regarding any breach or default of these Terms, that waiver shall not be deemed to waive any other breach or default. The courts in the State of Israel shall have exclusive jurisdiction over any disputes regarding these Terms. The laws of the State of Israel shall govern these Terms without regard to the United Nations Convention on the International Sales of Goods. In the event

that a court rules that a provision of these Terms is unenforceable, that provision shall be replaced with an enforceable provision which most closely achieves the effect of the original and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between us and you, and nothing in these Terms enables you to act on our behalf.