

Zack Health: Terms & Conditions

Effective Date: January 1st, 2025

Last Updated: August 3rd, 2025

We may update this policy to reflect changes in law or our operational practices. Updates will be posted here with an updated date.

Operator Information

Company Name: Zack Health ApS

VAT Number: DK45311597

Address: Banebrinken 99, 2400 Copenhagen NV, Denmark

Email: hey@zackhealth.com

"Zack Health", "we", "us" and "our" refer to Zack Health ApS. "You", "your", or "user" refers to the individual accessing or using our services.

Definitions

- **Services:** Health checks and assessments, reports, dashboards, consultations, and related offerings by Zack Health.
- **Test Kit:** Any blood or biomarker sampling kit provided to users.
- **User:** Any individual accessing or using Zack Health services.
- **AI Tools:** Algorithms and large language models used to generate content or reports.
- **Medical Advice:** Diagnosis, treatment, or clinical decision-making by licensed healthcare professionals. Zack Health does not provide medical advice.

Acceptance of Terms

By accessing or using Zack Health's services – Including health checks, test kits, health dashboards, consultations, and recommendations – you agree to be bound by these Terms & Conditions, our Privacy Policy, and any other applicable policies. If you do not agree, do not use our services.

These Terms incorporate by reference our Privacy Policy, which outlines how personal and health-related data is processed in accordance with GDPR.

Nature of Services

Zack Health provides non-medical, lifestyle-focused health services based on biomarker analysis, self-reported data, and behavioral science. We do not produce or distribute medical devices, and our platform is not regulated as a Software as a Medical Device (SaMD) under EU Medical Device Regulation (MDR 2017/745).

We are not a medical provider and our services do not constitute medical advice, diagnosis, or treatment. All information, assessments, reports, and recommendations are intended for informational and educational purposes only. You must consult your doctor before acting on any information provided by Zack Health.

Disclaimer: You agree not to interpret any report or recommendation as a directive to alter treatment, medication, or lifestyle without first consulting a licensed healthcare provider.

Zack Health may use AI tools to assist in generating content such as health summaries or explanations. These are reviewed by human reviewers with expertise in health science or related fields. Reviewers ensure clarity and relevance; they do not provide clinical validation or medical oversight.

Important Regulatory Disclaimer

Zack Health is not a licensed healthcare provider and is not registered as an authorized health company (Danish: autoriseret sundhedsvirksomhed) under Danish law. Our services do not constitute or replace professional medical treatment, diagnosis, or health services provided by authorized clinics or medical professionals.

Equipment & Testing Standards

All test materials used as part of Zack Health's health checks – whether performed onsite or via remote test kits – are CE-marked and comply with applicable regulations. Capillary testing (finger-prick) is the standard method, with venous sampling offered when appropriate.

Lab analysis is conducted by certified third-party laboratories following validated methods and clinical quality standards. Zack Health is not liable for errors or delays at these labs but may, at its discretion, provide a replacement test kit or health check.

Test kits must be used within 2 months of receipt. Use beyond this timeframe may result in expired pre-paid label or test kit issues, and Zack Health is not responsible for outcomes.

Eligibility

You must be 18 years or older to use our services. By using our platform, you confirm this requirement. Zack Health does not knowingly process data from individuals under 18. If we become aware of such data, it will be deleted.

User Responsibilities

You agree to:

- Provide and maintain accurate personal and health information.
- Use the services for lawful purposes only.
- Not misuse, reverse-engineer, or resell our services.
- Accept that any health decisions you make based on our services are at your own risk.

Prohibited Use & Resale

You may not copy, reproduce, distribute, resell, or exploit Zack Health's services, test kits, or content without prior written consent.

Test kits are uniquely linked to user profiles and cannot be transferred, reassigned, or reused. Unauthorized use may result in cancellation of services and potential legal action.

Intellectual Property

All content, software, and analytics models used in Zack Health's services are the intellectual property of Zack Health or its licensors. You are granted a limited, non-transferable license to use the services for personal, non-commercial use.

Reverse-engineering, copying, or scraping proprietary tools or models is strictly prohibited.

Payment, Refunds & Cancellations

Payment is due upon order confirmation unless the service is fully or partially sponsored by a third party, such as an employer.

Per EU law, you may cancel your order within 14 days of purchase if the test kit has not been opened, used, or tampered with. Once used or opened, cancellation rights are waived under Article 16(e) of the EU Consumer Rights Directive.

If a test kit is defective, damaged, or produces inconclusive results, Zack Health may offer a replacement or partial refund at its discretion. Contact hey@zackhealth.com within 7 days of delivery to request support.

Limitation of Liability

Zack Health is not liable for any direct or indirect loss, harm, or consequence resulting from the use of its services, to the fullest extent permitted by law. This includes, but is not limited to:

- Employee health conditions before, during, or after a health check or use of our services
- Employee actions based on health recommendations provided by Zack Health
- Any discomfort or complications resulting from properly performed health checks (e.g., soreness, skin irritation, bruising, infection, etc.)
- Allergic reactions, side effects, or negative interactions between lifestyle recommendations and an individual's medications, health conditions, or allergies
- Delays caused by third parties, including laboratories, logistics providers, or due to force majeure events
- Indirect or consequential losses, including operational disruption, absenteeism, loss of income, lost productivity, or reputational harm

By signing up for or participating in any service, users expressly acknowledge and accept that:

- Zack Health does not provide medical advice, diagnosis, or treatment
- All recommendations are based on general lifestyle data, not clinical assessments
- It is the user's sole responsibility to consult their own physician in case of illness, uncertainty, medication use, or allergies

Total liability is strictly limited to the amount paid by the user for the specific service in question.

Force Majeure

We are not liable for failure or delay in performance due to events beyond our control, including but not limited to natural disasters, pandemics, labor strikes, supplier failures, or regulatory restrictions.

Indemnification

You agree to indemnify and hold Zack Health harmless from any claims, losses, damages, or legal fees arising from your use or misuse of our services.

Privacy & Data Protection

We process personal data in accordance with GDPR. By using our services, you consent to:

- Processing of health-related data
- Sharing data with authorized labs and partners as needed
- Use of anonymized data for research and service improvement

You may withdraw consent at any time, which may limit our ability to provide services. For full details on processing, storage, sub-processors, and retention, see our Privacy Policy.

Termination & Data Retention

We may suspend or terminate your access due to misuse, fraud, or policy breach. Upon termination, access to services ceases. Zack Health may retain data for legal or audit purposes.

You may terminate your account or request data deletion by emailing hey@zackhealth.com. Refer to the Privacy Policy for more details.

Dispute Resolution

You agree to attempt to resolve any dispute by contacting hey@zackhealth.com. If unresolved after 30 days, disputes will be subject to the exclusive jurisdiction of the courts in Copenhagen, Denmark under Danish law.

Governing Law & Jurisdiction

These Terms are governed by Danish law. Any legal disputes shall be brought exclusively in the courts of Copenhagen, Denmark.

Modifications

We may update these Terms at any time. Continued use of the services constitutes acceptance of the new terms.

Contact

Questions? Email us at: hey@zackhealth.com