

Terms & Conditions

1. Overview

- 1.1 The information contained in our literature and this website is for general information purposes only and is subject, at any time, to change without notice. Adris Technologies will, at all times, endeavour to keep information up to date and correct but offers no representations, warranties or undertakings, express or implied, about the content of this website or any product app. Any use of a product app is therefore strictly at your own risk.
- 1.2 Adris Technologies is the owner of PulseGuard (a registered trade mark) and all copyright and other intellectual property rights attaching to that name and business. Our aim is to develop new technologies for monitoring health and alerting should a problem arise. These terms and conditions set out are terms and conditions of business relating to your use of our products and apps. Whether you become a registered user or are merely browsing these terms and conditions regulate the delivery of our service. They are important and you are asked to read them carefully before deciding whether or not to proceed further.
- 1.3 We are a limited liability company, incorporated under the laws of England and Wales with company number 08881563 with our registered office at Unit 1 Crown Yard, Bedgebury Estate, Bedgebury Road, Goudhurst, Kent, TN17 2QZ.
- 1.4 If you chose to use our services you will be provided with a username and password which will give you access to our services, the information, and the relevant product apps you receive contains confidential information which forms part of our goodwill and, as such, is crucial to our commercial success. Accordingly you must comply with all terms of operation and use, from time to time, laid down by us and which are notified on our website.
- 1.5 All intellectual property in our services and all materials from time to time published are subject to the relevant laws of England and Wales and other worldwide treaties and all rights therein are, accordingly strictly reserved. By registering to use our products you acknowledge that you will acquire no rights of any nature whatsoever in our intellectual property and nothing shall be deemed to grant to you a licence or assignment of those rights. Accordingly you may not edit, modify, adapt or create any derivative product, neither will you modify or make digital copies of any such intellectual property including our website, design, illustrations nor any graphics or other live or video applications of that intellectual property. Most importantly, you must not use any part of our intellectual property or our services for your own commercial or business purposes.

2. Privacy Policy

- 2.1 Privacy refers to information that we Adris Technologies gather about you and the use that we make of it in the course of our business. If you do not agree with this policy please do not use our site.

2.2 Security

- 2.2.1 Adris Technologies has taken all appropriate measures to prevent unauthorised access to or the improper use of all personal information it holds about you. Adris Technologies will correct or erase any

personal data which is incomplete, inaccurate or outdated which it may hold about you. You always have the right to access and correct any personal information you have provided and you are encouraged to ensure that any such information is accurate.

2.2.2 Adris Technologies has taken all appropriate measures to prevent unauthorised access to or use of your personal information.

2.2.3 We may from time to time collect technical data and information related to your personal Adris Technologies product apps which we may use for marketing and promotional purposes. As appropriate, information may also be used for offering software updates, product support and other possible services relating to Adris Technologies product apps. We may also use this information for research and development purposes. If, for any reason, you object to such use you may, by written notice, (send to us at support@adristechnologies.com) stop that use at any time. We will not, without your consent, provide this personal information to any third party except as shall be necessary to fulfil your requests. By submitting your personal information to us you agree to accept these conditions. Adris Technologies may collect non-personal identifiable information about you which may include crash report data, app version history, device make and model. We may provide this information to reputable third parties but will ensure that there is no personal information contained.

2.3 The Data Protection Act 1998 gives you the right to access information that we hold about you. Please note that any demand for access may be subject to payment of a fee of £10.00 which covers our costs in providing you with any information you may have requested. Should you wish to receive details of the information we hold about you please contact us by using the contact details below.

2.4 **Cookies**

2.4.1 Please see our cookie policy available on our website.

3. **Disclaimer-Limitation of Liability**

3.1 To the fullest extent permissible by law, Adris Technologies disclaims all warranties (express or implied) including but not limited to any implied warranty of merchant ability or fitness for purpose. Where possible, any defects will be corrected as soon as possible.

3.2 Nothing above affects our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under any applicable law.

4. **Usage**

4.1 By accepting our terms and conditions and by using PulseGuard you agree to take sole responsibility for the setup and usage of PulseGuard. Adris Technologies Ltd accept no responsibility for advising the settings of heart rate parameters, advice should be sought from your medical adviser.

5. **Prices and Payment**

- 5.1 The price for Adris Technologies services or apps shall be in such sum and in such manner as shall from time to time be notified. Adris Technologies may, at its absolute discretion, from time to time change prices without prior notice.
- 5.2 All payments hereunder shall be made in GBP

6. **Termination**

- 6.1 These terms and conditions of use shall be binding upon us both unless terminated by either of us. You may terminate this agreement at any time by no longer using the Adris Technologies product apps provided that all prior use shall be governed by these terms and conditions.

7. **Returns & Refunds**

- 7.1 Adris Technologies Ltd maintains the highest levels of hygiene for all its products and for this reason, once a product has been used, it will become non-returnable and non-refundable for any reason other than being faulty on the grounds of hygiene. A refund for a faulty item will only be made within the first fourteen days from the date of delivery.

Please contact our Customer Services Team on 01622 321111 for further details.

8. **Delivery**

- 8.1 We ship all our products by Royal Mail Special Delivery. Systems are usually dispatched the next working day following receipt of payment and a completed VAT exemption certificate (where applicable)

9. **Cancelations**

- 9.1 You can cancel your order at any time prior to it being shipped. Please contact our Customer Services Team on 01622 321111 for further details.

10. **Contacting Us**

- 10.1 We welcome your comments, requests or questions; please do not hesitate to contact us at info@adristechnologies.com

11. **Jurisdiction and Applicable Law**

- 1.1 These terms of use are governed by English law and you agree to bring any claim against us under the exclusive jurisdiction of the English Courts.