

LAST UPDATED: 30 MAY 2018

**PD NEUROTECHNOLOGY LTD – TERMS OF PURCHASE OF THE PDMONITOR®
SYSTEM AND TERMS OF USE OF COMPANY WEBSITE**

SECTION A: INTRODUCTION AND PRELIMINARY TERMS

This section contains information about us and our website which contains information about our PDMonitor® product.

- 1 Welcome
- 1.1 Welcome to www.pdneurotechnology.com (our “**Website**”), which is owned and operated by PD Neurotechnology Ltd (‘we’, ‘the Company’, ‘PDN’, ‘our’ or ‘us’, as applicable). For further information about us and our contact details, please see the Contact information at the end of this page. Calls to our telephone number(s) are charged at the basic rate. Call charges may vary depending on your network so please check with your network operator if you are unsure.
- 1.2 These terms and conditions (the “**Terms**”) and any other document referred to in these Terms govern the use of our Website which provides information relating to our solution for Parkinson’s Disease (**PD**) symptom management and enables users and distributors of our products to purchase the PDMonitor® System (“**Product**”) and access their online account.
- 1.3 These Terms also govern your purchase and use of the Product.
- 1.4 You will see that each section of these Terms begins with a ‘highlight’ text box which summarises the key terms in that section. These highlights are an informal summary and do not form part of these Terms or any of the contracts made between us.
- 1.5 Please read these Terms and our related [Privacy Policy](#) carefully before you start to use the Website and/or purchase the Product from us, as these will apply to your use of the Website and the Product. We recommend that you print or save a copy of these for future reference.
- 1.6 By using any part of our Website or purchasing the Product via our Website, you confirm that you accept these Terms and that you agree to comply with them. Please note that if you purchase our Product(s) through a third party and NOT through us, you will need to comply with the third party’s terms and conditions of sale.
- 1.7 Every time you use a part of our Website, please check these Terms to ensure you understand the Terms which will apply at that time. These Terms were most recently updated on the date of posting or issuance that appears at the top of this page.
- 1.8 We may revise these Terms from time to time for any reason, including to reflect changes in relevant laws and regulatory requirements so please check this page (which can be found on our Website) occasionally to ensure that you’re happy with any changes. For further information, please see [Changes to these Terms](#).
- 1.9 If you have any queries or concerns regarding these Terms, please contact us using one of the following methods:

- 1.9.1 If you wish to write to us, please write to 5th floor, 2 More London Riverside, London United Kingdom SE1 2AP.
- 1.9.2 If you wish to email us, please email support@pdneurotechnology.com.
- 1.9.3 If you would prefer to speak to us by phone, please call +302651001300.

SECTION B: ACCESSING AND USING THE WEBSITE

This section sets out how to access materials, the requirements for creating an account on the Website and information on the availability of the Website.

2 Access and use

- 2.1 You can access the Website using your web browser and internet connection.
- 2.2 Following the purchase of our Product, you will be automatically registered for an online account.

You may be required to provide additional contact information so that our helpdesk can set up your account and provide you with your unique ID.
- 2.3 To purchase our Product you must be 18 years of age or older.
- 2.4 We try to make the Website available at all times, but, of course, due to the inherent nature of online and internet-based services, we cannot guarantee this.
- 2.5 If any part of the Website is unavailable we will notify registered account holders that this is the case.

3 Account registration

- 3.1 You will be automatically signed up to an online account on the Website as described in this section 2 above when you purchase a Product.
- 3.2 We reserve the right to withdraw your account at any time and at our sole discretion.
- 3.3 You must make sure that all the information you provide when you purchase our Product is true, accurate, current and complete in order for us to register you for an account.
- 3.4 If you change any of your registration details (e.g. email address, postal address), you must update your account.
- 3.5 To help us maintain the security of the Website, you must keep your registration details confidential. If you become aware of any misuse or unauthorised use of your registration details, then you must inform us immediately by sending us an email at support@pdneurotechnology.com.
- 3.6 If you have breached, or we have justifiable reason to believe that you have breached, or will breach, these Terms, we may terminate or suspend your registration and/or access to any part of the Website. If we suspend or terminate your access under account, and you try to access any part of the Website via another account, we may suspend or terminate your access to that other account too.

- 3.7 We reserve the right to delete your account and any personal data or other information associated with your use of the Website if there is no activity on your account for more than 36 consecutive months. We will notify you before we do this giving you an opportunity to keep your account active.
- 3.8 You can close your account at any time. If you wish to restore your account following a closure or de-activation of your account pursuant to paragraphs 3.6 or 3.7 please contact us at support@pdneurotechnology.com. Subject to paragraphs 3.6 or 3.7, we retain personal information and other information for 10 years.

SECTION C: CONTENT ON, AND RULES OF, THE WEBSITE

This section provides guidelines for users relating to their use of content available on the Website. This section also outlines user indemnities and describes what action we may take if any use of the content available on the Website does not meet the applicable guidelines or other terms and conditions.

4 Our content

- 4.1 All content, materials, text, images, trade marks (including PDMonitor®), brand names and logos on, and software in, the Website (and all intellectual property in such content) (“**Our Content**”) are owned by us or our licensors and are protected by UK and international copyright and other intellectual property laws.
- 4.2 No permission is given in respect of the use of Our Content (except with our prior written consent), and any such use may constitute an infringement or breach of the holder’s rights.

5 Using Content on the Website

- 5.1 You are **not** in any circumstances permitted to:
- 5.1.1 make commercial use of Our Content;
 - 5.1.2 breach or circumvent any laws, third-party rights or our policies;
 - 5.1.3 copy, adapt, vary, distribute, edit, modify, translate, transpose or permanently store, in part or in whole, any of Our Content;
 - 5.1.4 photograph or record as or convert into video or audio, all or any part of the content on the Website;
 - 5.1.5 use content on the Website to compile a database of, or re-create the whole or substantial part of such content by making repeated and systematic copies of insubstantial parts of, any of the content;
 - 5.1.6 use the Website or its content for any illegal purpose and in particular you will not interfere with or disrupt the Website or servers or networks connected to the Website or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
 - 5.1.7 sublicense, sell or rent access to the Website or its content;
 - 5.1.8 to use the Website to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; and

- 5.1.9 remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to or are contained within Our Content.

6 Rules of the Website

6.1 You may not:

- 6.1.1 impersonate another person or otherwise misrepresent your affiliation with a person or entity;
- 6.1.2 harvest or otherwise collect or use information about others without their explicit consent;
- 6.1.3 allow any other person or entity to use your log-in details or account for sending messages or viewing Website information; and
- 6.1.4 continue to use any part of the Website whilst your registration is temporarily suspended or after your registration has been permanently terminated.

7 Our Rights

7.1 We reserve the right (but we are not obliged) to do any or all of the following:

- 7.1.1 terminate a user's registration with any part of the Website; and
- 7.1.2 monitor, edit, remove or disclose any communication made through the Website.

8 Suspension and Termination

8.1 We will determine, in our discretion, whether there has been a breach of these Terms in whole or in part, through your use of the Website. When a breach of these Terms has occurred, we may take such action as we deem appropriate.

8.2 Failure to comply with these Terms may result in our taking all or any of the following actions:

- 8.2.1 immediate, temporary or permanent withdrawal of your right to use the Website;
- 8.2.2 immediate, temporary or permanent removal of any communication made by you through the Website;
- 8.2.3 issue of a warning to you;
- 8.2.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from a breach;
- 8.2.5 further legal action against you; and
- 8.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

SECTION D: PURCHASE OF OUR PRODUCT

This section sets out the main terms of sale for our Product. This section explains the contractual process for ordering a Product, the prices and delivery arrangements. It also sets out how to amend and cancel an order and our returns terms. Our warranties and limitation of liability to you are also highlighted.

Please note that you will have different rights depending on whether you are acting as a consumer or whether you are acting in the course of a business. Please see below for an explanation of your respective rights.

9 Product

- 9.1 Any images of the Product on the Website are for illustrative purposes only. We cannot guarantee that your computer's display of the colours accurately reflects the colour of the Product. Your Product may vary slightly from those images.
- 9.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Website have a slight tolerance.
- 9.3 The packaging of the Product may vary from that shown on images on the Website.
- 9.4 The Product as shown on the Website is subject to availability.
- 9.5 Our Product may only be used in accordance with certain usage conditions. These are set out in the [Product Terms of Use](#) and any personal information used in connection with the Product used in the ways explained in our [Privacy Policy](#) specifically relating to the Product.

10 Terms of sale: for consumers

- 10.1 This paragraph 10 only applies if you are a consumer.
- 10.2 If you are a consumer, you may only purchase Products from the Website if you are at least 18 years old.
- 10.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

11 Terms of sale: for business customers

- 11.1 This paragraph 11 only applies if you are a business or are acting in the course of a business.
- 11.2 You confirm that you have authority to bind any business on whose behalf you use the Website to purchase Products.

12 How the Contract for the sale of Products is formed between you and us

- 12.1 Your order is an offer to buy from us. When you are placing an order, the following steps have to take place before a contract for the sale of Products ("**Contract**") is made between us in relation to your order:

- 12.1.1 After choosing the Product(s) you wish to purchase and signing into your account, you place your order for your Product by pressing the 'Pay Now' button at the end of the check-out process and submitting your payment details to us.

- 12.1.2 Before placing your order, the check-out process will give you the opportunity to review and, if necessary, to change your selection of Products and/or correct any errors in your order information. Please take the time to read and check your order at each page of the order process.
- 12.1.3 You will be asked to click to confirm that you accept our Terms. If you do not wish to be bound by what you read you should not place any orders through the Website.
- 12.1.4 Once you have submitted your order details, you will see an on-screen acknowledgement that your Product(s) has been placed in the 'My Products' area of your account. You will receive a receipt for your payment and an acknowledgement of your order by email. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in paragraph 12.1.5.
- 12.1.5 We will confirm our acceptance of your order to you by sending you an email that confirms that the Products have been dispatched ('Dispatch Confirmation'), unless, prior to dispatch, we notify you that we do not accept your order (see paragraph 12.2 below). The Contract between us will only be formed when we send you the Dispatch Confirmation. We keep a record of the orders that you place with us in the 'My Account' area, which you can view by logging-in to your account.
- 12.2 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our Website as referred to in paragraph 16.5, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible, by the same method in which the payment was originally made.
- 13 Returns and Cancellations**
- 13.1 Please see our [Returns Policy](#) for the terms and conditions relating to the cancellation of orders and return of faulty, mis-described and non-faulty products that you order from the Website.
- 14 Delivery**
- 14.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless prevented by circumstances beyond our reasonable control. If we are unable to meet the estimated delivery date because of such circumstances, we will contact you with a revised estimated delivery date.
- 14.2 We will deliver the Products to the address you give us. Delivery will be completed when you or a person you have identified has taken physical possession of the Products.
- 14.3 The Products will be your responsibility from the completion of delivery.
- 14.4 You own the Products once we have received payment in full, including all applicable delivery charges.
- 15 International delivery**
- 15.1 We deliver to the countries listed on this page (<https://www.pdneurotechnology.com/shipping>) ('International Delivery Destinations'). However there are restrictions on some Products for

certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.

- 15.2 If you order Products from the Website for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 15.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 15.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

16 Price of Products and delivery charges

- 16.1 The prices of the Products will be as quoted on the Website from time to time. We use our best efforts to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see paragraph 16.5 for what happens in this event.
- 16.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 16.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 16.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on the Website from time to time. To check relevant delivery charges, please refer to our Delivery Information page Shipping at <https://www.pdneurotechnology.com/shipping>.
- 16.5 It is always possible that, despite our best efforts, some of the Products on the Website may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
 - 16.5.1 where the Product's correct price is less than the price stated on the Website at the time you placed your order, we will charge the lower amount when dispatching the Products to you; and
 - 16.5.2 where the Product's correct price is higher than the price stated on the Website at the time you placed your order, we do not have to provide the Products to you at the incorrect (lower) price as the Contract between us, formed when we send you the Dispatch Confirmation, will not yet have been formed. 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 Product at the correct (higher) 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** How to pay
- 17.1 We currently accept various forms of payment for Products including via PayPal, credit/debit card and other methods. Please refer to our Orders and Payments <https://www.pdneurotechnology.com/orders> for details of the payment cards and methods that we currently accept. When placing an order, you confirm that the form of payment that you use to make payment to us is yours and that you have authority to place the order.
- 17.2 Payment for the Products and all applicable delivery charges is taken in advance.
- 18** Manufacturer guarantees
- 18.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
- 18.2 If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 19** Our warranty for the Products
- 19.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that, on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in paragraph 19.5.
- 19.2 Should a Product contain a manufacturing defect we will (at our sole discretion) either repair the manufacturing defect or replace the Product with a comparable product or system. Should there be a software failure, this will not be considered a warrantable defect but the Product will be provided with the next available software upgrade, offered free of charge as part of the monthly service.
- 19.3 Any repair work conducted under this warranty will be guaranteed for the remaining life of this warranty (one year from the date of sale). After the warranty expires we will have no further liability under the terms of this warranty. Should we elect to replace the Product, the replacement product will have a new warranty with comparable terms. Nothing in this warranty shall affect your legal rights.
- 19.4 In the unlikely event that you receive a defective or mis-described product or a fault develops with an item(s) you order from us within 12 months of delivery please see our [Returns Policy](https://www.pdneurotechnology.com/rp) <https://www.pdneurotechnology.com/rp>.
- 19.5 The warranty in paragraph 19.1 does not apply to any defect in the Products arising from:
- 19.5.1 any damage or loss caused by user error;
 - 19.5.2 fair wear and tear;
 - 19.5.3 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 19.5.4 if you fail to operate or use the Products in accordance with the user instructions;

- 19.5.5 any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- 19.5.6 any specification provided by you.
- 19.6 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 20 Our liability if you are a consumer**
- 20.1 This paragraph 20 only applies if you are a consumer.
- 20.2 If we fail to comply with our obligations to you under this Section D in connection with any Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 20.3 We only supply the Products for domestic and private use. You agree not to use the Product(s) for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 20.4 We do not in any way exclude or limit our liability under or in connection with any Contract for:
 - 20.4.1 death or personal injury caused by our negligence;
 - 20.4.2 fraud or fraudulent misrepresentation;
 - 20.4.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 20.4.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 20.4.5 defective products under the Consumer Protection Act 1987.
- 21 Our liability if you are a business customer**
- 21.1 This paragraph 21 only applies if you are a business customer.
- 21.2 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.
- 21.3 Nothing in these Terms limits or excludes our liability for:
 - 21.3.1 death or personal injury caused by our negligence;
 - 21.3.2 fraud or fraudulent misrepresentation; or
 - 21.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

- 21.4 Subject to paragraph 19.3, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any Contract for:
- 21.4.1 any loss of profits, sales, business or revenue, whether direct or indirect;
 - 21.4.2 loss or corruption of data, information or software;
 - 21.4.3 loss of business opportunity;
 - 21.4.4 loss of anticipated savings;
 - 21.4.5 loss of goodwill; or
 - 21.4.6 any indirect, consequential loss, special or exemplary damages.
- 21.5 Subject to paragraphs 21.3 and 21.4, our total liability to you in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Product.
- 21.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Products. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

21.7

SECTION E: PRIVACY AND COOKIES

This section sets out the terms that govern our collection of your personal information.

- 22 We take your privacy very seriously. Please read our [Privacy Policy](#) to see how we use your personal information.

SECTION F: GENERAL PROVISIONS

This section sets out the terms that apply to everyone who uses the Website.

23 Promises, liability and disclaimer

- 23.1 The Website is provided on an "as is" basis. To the fullest extent permissible under applicable law, we disclaim any and all promises, warranties, conditions, or representations relating to the Website and its content, whether express, implied, oral or written. In particular we do not make any promises as to the truth, accuracy, integrity, quality or completeness of the content or information that appears on or is sent through the Website and you should not rely on it being accurate, truthful or complete. To be clear, each user acts on his/her own behalf at all times and does not act as our representative or agent in any way.

- 23.2 You agree that your access and use of the Website and its content is at your own risk. We do not have any knowledge of, or control over, who uses the Website and the particular purposes for which the information and content available on the Website is used. The content and information that we make available on the Website is provided for information only and we are not responsible for, and do not endorse, any medical treatment suggested by a physician. Accordingly, we exclude any and all liability for any loss of any nature suffered by you as a direct or indirect result of your use of any of the information or content available on the Website or of making any decision, or refraining from making any such decision, based wholly or partly on any expression of opinion, statement or other information contained in the content available on the Website.
- 23.3 By using the Website, you acknowledge and accept the inherent risks, characteristics and limitations of the Internet, particularly in terms of technical performance of the Website, response times to view, verify or transfer information and the risks inherent in all third party links, connections and transfers via the Internet. Accordingly:
- 23.3.1 we do not make any promises about the availability or accessibility of the Website or promise that your access to the Website, the content on it or the services we provide will be delivered uninterrupted, in a timely manner or error-free; and
- 23.3.2 we are not responsible for any data or information uploaded by any users including any content posted, uploaded or published on the Website. It is your responsibility to make backup copies of any of the content you post, upload or publish on the Website and we strongly recommend that you do so.
- 23.4 We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, the Website or the servers that make it available. In this respect you agree that it is your responsibility to install suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of the Website is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content.
- 23.5 Subject to paragraph 23.6, we will not be responsible or liable to any users browsing the pages of, or using, any part of the Website for any losses, whether direct, indirect, consequential or special, including financial loss or loss of data, opportunity, goodwill or reputation.
- 23.6 There are certain liabilities which we cannot exclude by law and nothing in these Terms excludes or limits our liability for the following:
- 23.6.1 for death or personal injury caused by our negligence;
- 23.6.2 fraud or fraudulent misrepresentation; or
- 23.6.3 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude its liability.
- 23.7 Except as mentioned in paragraph 23.6 or in connection with any Contract as specified in paragraph 21.5, if we are found to be liable, our total liability in respect of all claims made against us in connection with these Terms shall be limited to £100.

24 Your obligation to reimburse us in certain circumstances

- 24.1 You agree only to use the Website in accordance with these Terms. You agree that you will compensate us (and our employees, officers, agents and suppliers) in full for any damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms (including any actions you take which disrupt access to and/or the functioning of the Website) or any liability we incur as a result of the use of the Website by you and any other person that uses your account as a result of your negligence.

25 General prohibitions on access and use of the Website

- 25.1 You may use the Website only for lawful purposes. You may not use the Website:
- 25.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 25.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 25.1.3 for the purpose of harming or attempting to harm minors in any way; or
 - 25.1.4 to knowingly transmit, send or upload any data or other material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 25.2 You also agree:
- 25.2.1 not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of our Terms;
 - 25.2.2 not to access without authority, interfere with, damage or disrupt:
 - a) any part of the Website;
 - b) any equipment or network on which the Website is stored;
 - c) any software used in the provision of the Website; or
 - d) any equipment or network or software owned or used by any third party.
- 25.3 You shall not carry out data mining, screen scraping or crawling of the Website, its pages or its content or use any process or processes that send automated queries to the Website unless you have obtained our prior written consent.

26 Links

- 26.1 You acknowledge that the Website may include links to third-party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability.
- 26.2 We do not therefore endorse, or make any representations about, them or any content found there or any results that may be obtained from using them.
- 26.3 If you decide to access any of these third-party websites, you do so entirely at your own risk.

- 26.4 If you use a linked site, any personal information you give them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.
- 26.5 You may only link to any part of the Website provided that:
- 26.5.1 the homepage is not loaded into frames on your website, unless we expressly agree;
 - 26.5.2 your site or services do not misrepresent its relationship with us or present false information about us or otherwise harm our business or conflict with our interests or values; and
 - 26.5.3 we reserve the right to withdraw linking permission any time without prior notice.
- 26.6 Content hosted on third-party websites accessible from the Website is the responsibility of those websites, and not our responsibility. If you are the copyright owner of content hosted on a third-party website, and you have not authorised the use of your content, please contact the administrator of the hosting website directly to have the content removed.
- 27** General complaints, issues with the Website, feedback and requests for further information
- 27.1 If you have any general complaints or wish to request further information about the Website, please contact us via email at support@pdneurotechnology.com or by post to 5th floor, 2 More London Riverside, London United Kingdom SE1 2AP and we will do our best to resolve these.
- 27.2 Our email address for data protection queries is dpo@pdneurotechnology.com. Please read our [Privacy Policy](#) or go to: <https://www.pdneurotechnology.com/pp> to see how we use your personal information and for further information.
- 27.3 If you would prefer to speak to us by phone, please call +302651001300.
- 27.4 Your feedback and suggestions about the Website are always gratefully received by us however you understand that we may use these without any obligation to compensate you for them and you are, of course, under no obligation to us to provide them.
- 28** Written communications
- 28.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 29** General
- 29.1 Severability. If a court find part of these Terms 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, the remaining paragraphs will remain in full force and effect.

- 29.2 Reliance on these Terms. We intend to rely on these written Terms and any document expressly referred to in them in relation to the subject matter of any contract between us. We and you will be legally bound by these Terms. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on our behalf which is not set out in those documents.
- 29.3 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control. Examples of events and circumstances include fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, our inability or delay in performing our obligations will not be deemed to be in breach of contract.
- 29.4 References to ‘including’ and other similar expressions. In these Terms, words that appear after the expression ‘include’, ‘including’, ‘other’, ‘for example’, ‘such as’ or ‘in particular’ (or any similar expression) will not limit the meaning of the words appearing before such expression.
- 29.5 Assignment. We may transfer this Agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this.
- 29.6 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 29.7 Waiver. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.
- 29.8 Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to them (or any contract made under them), except that the provisions of these Terms may be enforced by any of our licensors subject to and in accordance with the *Contracts (Rights of Third Parties) Act 1999*. Neither of us will need to get the agreement of any other person in order to make any changes to these Terms.
- 29.9 Language. These Terms may be presented to you in more than one language. However, the English language version of these Terms shall prevail. The contract between us will be concluded in English.
- 29.10 Dispute Resolution.
- 29.10.1 ADR is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If a dispute arises between you and us, we encourage you to first contact us directly to seek a resolution, in accordance with the procedure in paragraph 27.1.
- 29.10.2 If any dispute cannot be resolved between us, either of us may by written notice to the other elect to attempt to settle the dispute by mediation. On the serving of such written notice, we shall promptly refer the dispute to mediation under the Model Mediation Procedure (“MMP”) of the Centre of Dispute Resolution (“CEDR”) for the time being in force (see: <https://www.cedr.com/>) and both of us shall co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as CEDR or the mediator may reasonably require to give effect to such mediation. To the extent not provided for by the MMP,

the mediation shall be conducted by a sole mediator agreed between us or, in default of agreement, appointed by CEDR.

29.10.3 For the avoidance of doubt, the commencement of a mediation under this paragraph 29.10 will not prevent either of us commencing or continuing court proceedings.

29.10.4 In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution Platform (see: <https://ec.europa.eu/consumers/odr/>).

29.11 Which laws apply to these Terms and where you may bring legal proceedings. These Terms are governed by English law and you can bring legal proceedings in respect of these Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of our Product in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of our Product in either the Northern Irish or the English courts.

30 Changes to these Terms

30.1 We may make changes to these Terms from time to time for any reason, including to reflect changes in relevant laws and regulatory requirements. We will send you an email with the modified Terms or by posting a copy of them on the Website. Any changes will take effect 7 days after the date of our email or the date on which we post the modified terms on the Website, whichever is the earlier. If you continue to use the Website after that period has expired, it means that you accept any such changes. The modified Terms will not apply to any contracts that we have already entered into with you before the date the modified Terms came into effect.

31 Contact us

31.1 This Website is owned by PD Neurotechnology Ltd, a company incorporated in England with registered office address 5th Floor, 2 More London Riverside, London, United Kingdom, SE1 2AP.

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