

LAST UPDATED: 15 JULY 2020 (Version 2)

PD NEUROTECHNOLOGY LTD - TERMS OF USE OF OUR 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.

1.3. You will see that each section of these Terms begins with a ‘highlight’ text box which summarizes 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.

1.4. Please read these Terms and our related [Privacy Policy](#) carefully before you start to use the Website. We recommend that you print or save a copy of these for future reference.

1.5. By using any part of our Website, you confirm that you accept these Terms and that you agree to comply with them.

1.6. 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.

1.7. 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.

1.8. If you have any queries or concerns regarding these Terms, please contact us using one of the following methods:

1.8.1. If you wish to write to us, please write to 5th floor, 2 More London Riverside, London United Kingdom SE1 2AP.

1.8.2. If you wish to email us, please email support@pdneurotechnology.com.

1.8.3. 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 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. 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.

2.3. If any part of the Website is unavailable we will notify registered account holders that this is the case.

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.

3. Our content

3.1. 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.

3.2. 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.

4. Using Content on the Website

4.1. You are not in any circumstances permitted to:

4.1.1. make commercial use of Our Content;

4.1.2. breach or circumvent any laws, third-party rights or our policies;

4.1.3. copy, adapt, vary, distribute, edit, modify, translate, transpose or permanently store, in part or in whole, any of Our Content;

4.1.4. photograph or record as or convert into video or audio, all or any part of the content on the Website;

4.1.5. 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;

4.1.6. 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;

4.1.7. sublicense, sell or rent access to the Website or its content;

4.1.8. to use the Website to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; and

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

5. Rules of the Website

5.1. You may not:

5.1.1. impersonate another person or otherwise misrepresent your affiliation with a person or entity;

5.1.2. harvest or otherwise collect or use information about others without their explicit consent;

5.1.3. allow any other person or entity to use your log-in details or account for sending messages or viewing Website information; and

5.1.4. continue to use any part of the Website whilst your registration is temporarily suspended or after your registration has been permanently terminated.

6. Our Rights

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

6.1.1. terminate a user's registration with any part of the Website; and

6.1.2. monitor, edit, remove or disclose any communication made through the Website.

7. Suspension and Termination

7.1. 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.

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

7.2.1. immediate, temporary or permanent withdrawal of your right to use the Website;

7.2.2. immediate, temporary or permanent removal of any communication made by you through the Website;

7.2.3. issue of a warning to you;

7.2.4. 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;

7.2.5. further legal action against you; and

7.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

SECTION D: PRIVACY AND COOKIES

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

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

SECTION E: GENERAL PROVISIONS

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

9. Promises, liability and disclaimer

9.1. 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.

9.2. 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.

9.3. 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:

9.3.1. 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

9.3.2. 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.

9.4. 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.

9.5. Subject to paragraph 9.6, 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.

9.6. There are certain liabilities which we cannot exclude by law and nothing in these Terms excludes or limits our liability for the following:

9.6.1. for death or personal injury caused by our negligence;

9.6.2. fraud or fraudulent misrepresentation; or

9.6.3. any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude its liability.

9.7. 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.

10. Your obligation to reimburse us in certain circumstances

10.1. 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.

11. General prohibitions on access and use of the Website

11.1. You may use the Website only for lawful purposes. You may not use the Website:

11.1.1. in any way that breaches any applicable local, national or international law or regulation;

11.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

11.1.3. for the purpose of harming or attempting to harm minors in any way; or

11.1.4. 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.

11.2. You also agree:

11.2.1. not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of our Terms;

11.2.2. 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.

11.3. 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.

12. Links

12.1. 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.

12.2. 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.

12.3. If you decide to access any of these third-party websites, you do so entirely at your own risk.

12.4. 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.

12.5. You may only link to any part of the Website provided that:

12.5.1. the homepage is not loaded into frames on your website, unless we expressly agree;

12.5.2. 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

12.5.3. we reserve the right to withdraw linking permission any time without prior notice.

12.6. 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.

13. General complaints, issues with the Website, feedback and requests for further information

13.1. 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.

13.2. 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.

13.3. If you would prefer to speak to us by phone, please call +302651001300.

13.4. 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.

14. Written communications

14.1. 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.

15. General

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. 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.

15.8. 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.

15.9. 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.

15.10. Dispute Resolution.

15.10.1. 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 13.1.

15.10.2. 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.

15.10.3. For the avoidance of doubt, the commencement of a mediation under this paragraph 15.10 will not prevent either of us commencing or continuing court proceedings.

15.10.4. 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/>).

15.11. 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.

16. Changes to these Terms

16.1. 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.

17. Contact us

17.1. 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.

Our registered company number is 9801981 and our VAT registration number is 242670417.

Tel number: +302651001300

Fax number: +302651001306