



TERMS OF SERVICE

1. THESE TERMS

1.1. **What these terms cover.** These are the terms and conditions (“**Terms**”) on which we supply our products (“**Products**”) to you, whether these are goods, services or digital content. Please read these terms carefully before you submit your order to us. Full details of our Products are set out on our website at www.vagus.co (“**Website**”) and are made available to you through the order process detailed below.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. **Who we are.** We are Vagus Health Limited (“**we**” “**us**” or “**our**”) a company registered in England and Wales. Our company registration number is 11101252 and our registered office is at St Johns Innovation Centre, Cowley Rd, Cambridge, CB4 0WS, United Kingdom.

2.2. **How to contact us.** You can contact us by writing to us at our registered office or emailing us at info@vagus.

2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order or through your Vagus Health Account.

2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails and notices posted on our Website or through your Vagus Health Smartphone application (Android or IOS).

3. OUR PRODUCTS

3.1. **Our Products are not medical devices or medical diagnostic.** Our Products, called Vagus Health Smartwatch Application (VHSA), Vagus ECG Watch (VW), Vagus ECG Test, Vagus ECG Quick Test, Vagus Stimulation Device (VSD) and Vagus Health Diagnostics Services (VHDS) provides personal health data and analysis through the analysis of electrocardiogram, smartwatch sensor data, smartphone sensor data and data provided by the user in user notes, questionnaires or so-called ‘smart-bot’ AI -based discussions & inquiries. Without your permission or instruction, we do not provide personal information for third party medical, business or professional purposes. You should not treat our Products as medical- devices, diagnosis or a diagnostic tool unless you do not order in writing such service and it is not so specifically mentioned in our analysis and feedback to you. Our results are not clinically verified as medical data and any concerns you have after receiving your personal bio signal data and their analysis should be discussed with a health care professional if you want a medical diagnosis. We strongly recommend using for instance a medical professional cardiologist for any ECG medical diagnostics and cardiac health issues that you may have. **We do not take any responsibility for any changes you make to your health behaviours based on the ECG- and bio signal data or analysis we provide, and it is your responsibility to discuss any possible changes with a health care professional.**

3.2. Vagus ECG Watch Application: the application is comprised of three main components that are provided to you in accordance with these Terms:

a) **Vagus ECG smartwatch.** Collecting bio signal data and ECG recordings with the VW is the main source of data for our health analysis. Following your order of the watch, we will send you an Vagus ECG Watch Vagus ECG smartwatch. When you receive your Vagus

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ECG smartwatch read the instructions carefully. You must record bio signals in accordance with those instructions, using the Vagus ECG smartwatch.

The Vagus Health Application will collect with wireless transmission the Vagus ECG smartwatch bio signal data from you and further transfer the data to our processing server location. The Vagus ECG smartwatches and applications are labelled with unique identifiers that allow us to match your recorded information you provide us.

Vagus Health Account(see below).

b) **ECG analysis.** We will then send the sample you have provided to our cloud based analysis where it will be processed. For more information about your privacy, see our Privacy Policy at <https://Vagus.co/PP.pdf>.

c) **Personal ECG data.** The results of your ECG analysis will then be provided to you on the Vagus Health Smartwatch Application, through your Vagus Health Account (see section 7 below). Your personal bio signal and ECG data will provide both as data points and graphical presentation. The ECG raw data and graphical data presentation can be downloaded to your designated email when so instructed in the application.

3.3. Your ECG and watch feedback analysis or information may contain inaccuracies.

We provide information based on current ECG best practice and research methods at the time of delivering the Product. However, due to the advances in research methods, potential issues with the recordings you provide and other factors outside of our control, the ECG and bio signal analysis may contain inaccuracies. We will not be responsible for any inaccuracies or deficiencies in your personal data for any reason which is outside its control.

3.4. Vagus ECG Watch Data Bank. By comparing your personal ECG data with the anonymous data of other Vagus ECG Watch Application users, we are able to provide you a comparative understanding of your health. After we provide you with your bio signal recordings and personal ECG data, your data will be anonymised and included in Vagus ECG Watch's General Data Bank for this purpose. For more information on how we use, store and anonymise your data, see section 16.

3.5. Vagus ECG Watch standard of accuracy. If the recording of the ECG test and/or other bio signal data is not precise enough, we may not be able to provide you with your general analysis, ECG analysis and data. If this is caused by your error, (e.g. the watch is damaged, contamination, not following recording instructions etc.), we may not be able to give you a proper analysis. If we are repeatedly not able to make proper analysis, you may at any time cancel the recurring analysis contract

3.6. Very occasionally, ECG testing and bio signal collection may result in data that is uninterpretable or incorrect despite the recording and testing conditions being to Vagus ECG Watch's acceptable standard. You accept that this is a possibility and you may at any time cancel the recurring analysis contract and receive compensation for the period when we could not analyse your data.

3.7. Vagus Health and the user will retain shared ownership of all ECG data, analysis results and bio signal data collected by the Vagus Health ECG smartwatch. Vagus ECG Watch will retain shared ownership of the Vagus ECG smartwatch's, 3rd party ECG smartwatch's and any Vagus Health Ltd apps collected data, user provided health information and data produced by analysis from the smartwatch- and smartphone app data processing activity. We will provide you with access to your personal ECG data through the Vagus Health smartphone application which is accessible through your Vagus Health Account. We may use the data in anonymised form for the purpose of producing a general data bank (see section 3.4) and further research into ECGs, bio signal and health mapping, which we will use to

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provide comparative analysis and improve the data that we can provide to you and our other customers. We reserve the right to share any anonymised data with third parties. For further information on how we may use your personal data, see our Privacy Policy at <https://vagus.co/about/PP.pdf>.

4. OUR CONTRACT WITH YOU

4.1. **Eligibility.** You may only place an order of our Products (an “**Order**”) if you are 18 years of age or older. By placing an Order you confirm that you are at least 18 years old and that the ECG test and bio signal data you record and provide is your own.

4.2. **We keep the right to not sell or deliver to certain countries.**

Our Products are available in many countries but we may restrict deliveries to certain countries. We do not provide a list of countries where we deliver/not deliver but users may be informed of this when placing an order in our site shop.

4.3. **Placing an Order.** To place an Order, you must follow the steps as described on the Website and any instructions that we communicate to you. Please note, however, that we are not obliged to accept your Order (see sections 4.4 and 4.5 below).

4.4. **How we will accept your Order.** Our acceptance of your Order will take place on the website e-commerce shop, Amazon, by email or when we contact you (by email, through your Vagus Health Account, or otherwise). At this point a contract will come into existence between you and us, incorporating these Terms.

4.5. **If we cannot accept your Order.** If we are unable to accept your Order, we will inform you of this and will not charge you for the Order. This might be because we are at capacity of the number of products we can deal with in a given period, because the products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because of an unforeseen technical failure by our software or software server companies, because we do not believe you to be eligible for the Products or are attempting to order the Products on behalf of someone else, because we have identified an error in the price or description of the Product, or because we are unable to meet a delivery deadline you have specified.

4.6. **You not following instructions.** We will not be responsible for any failure by you to properly use the Products, follow any other steps communicated to you necessary to place or complete an Order, analysis of your health data or future health interventions by our Products.

5. PRICE AND PAYMENT

5.1. **Where to find the price for the Product.** The price of our Products will be the price indicated to you when you place your Order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see section 5.3 for what happens if we discover an error in the price of an Order.

5.2. **When you must pay and how you must pay.** The payment method will be displayed on the Website, your Vagus Health Account on the app and during the order process. You must pay for all Products, including recurring monthly payments if so ordered, ECG analysis and personal health data analysis.

5.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Product's correct price at your order date is less than our stated price at your order date, we

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will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

6. PROVIDING THE PRODUCTS

6.1. When we will provide the Products.

a) **Vagus ECG smartwatch:** We will deliver the Vagus ECG Watch Vagus ECG smartwatch as soon as reasonably possible and at a time shown in the e-commerce shop. If we expect delivery to be outside this window we will contact you to discuss a later delivery date. You may end your contract with us if you do not agree to a delivery date outside of a 45 day delay delivery period (see section 11 below).

b) **ECG analysis:** After you receive the Vagus ECG Smartwatch it will be ready for use to record ECG Vagus Test and other there enabled data collection modes of biosignals and personal health data.

c) **Personal user data, ECG recording and bio signal data:** You will then be provided with your personal health data analysis which you can access through the Vagus Health smartwatch application (Android or IOS) We will use reasonable endeavours to make your personal ECG analysis/diagnostics available as soon as possible and will notify when it is available. We expect your personal ECG data to be available through the Vagus ECG Watch phone application withing seconds from finishing the recording. However, you acknowledge that due to the analytics process and scientific nature of the ECG analysis, delivery time may exceed this timeframe. If we expect the delivery time to be greater, the application should notify you of the delays.

6.2. **We are not responsible for delays outside our control.** If our supply of the Vagus ECG smartwatch or personal ECG data (or another Product or part of a Product) is delayed by an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Product you have paid for but not received.

6.3. **If you are not at home when a Product is delivered.** It is your responsibility to ensure that there is someone available at the delivery address at the estimated delivery time to take delivery of the Vagus ECG smartwatch or other Product. If after a failed delivery to you, you do not re-arrange delivery or collect the Product from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract with no obligation on us to provide a refund.

6.4. **Your legal rights if we deliver late.** You have legal rights if we deliver the Vagus ECG smartwatch or other Products late. If we miss the delivery deadline with more than 2 months for any Product or part of a Product and do not contact you to discuss a revised delivery date then you may treat the contract as at an end straight away.

6.5. **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, you can give us a new deadline for delivery, which must be

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reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

6.6. Reasons we may suspend the supply of Products to you. We may have to suspend the supply of a Product to:

- a) make minor technical changes in our data processing centre or with the supply of digital content;
 - b) deal with technical problems that may be affecting your wireless transfer of data, access to the server, your Vagus Health Account or the Vagus ECG Watch application;
 - c) update any components of the Product to reflect changes in relevant laws and regulatory requirements;
 - d) make changes to the Product as notified by us to you (see section 10).
- 6.7. Your rights if we suspend the supply of Products.** We will contact you in advance to tell you we will be suspending supply of the Product (or any part of it) unless the problem is urgent or an emergency.

- a) If provision of a Vagus ECG smartwatch is suspended for longer than 8 weeks from the estimated time of delivery, you will be entitled to a full refund;
- b) If collection of a Vagus ECG smartwatch is suspended for longer than 8 weeks, you will be entitled to a full refund;
- c) If access to your personal ECG data and analysis is suspended for longer than 8 weeks, you will be entitled to a full refund.

a) Please note that the provisions of this section do not apply if we end the contract with you or suspend or terminate your Vagus Health Account or access to the Vagus Health smartphone application because you are in breach of the Terms.

7. VAGUS HEALTH ACCOUNT

7.1. Registering an Vagus Health Account. In order to be able to place an order and access your personal ECG data (via the Vagus Health smartphone application) and certain other Vagus ECG Watch content, you need to register on our Website for an account with us (your “**Vagus Health Account**”).

7.2. Account Details. To register for an Vagus Health Account, you will need to provide us with certain information including your username, password and billing information (your “**Account Details**”).

7.3. Once registered, your Vagus Health Accounts for use by you only. You are not permitted you to share your Vagus Health Account Details with any other person.

7.4. You are responsible for ensuring your Account Details are kept up to date and accurate at all times, and to ensure that they are kept securely. You will be responsible for all activity on your Vagus Health Account including any charges that are incurred. You must notify us immediately if you become aware that your Account Details are incorrect or if there has been any unauthorised use of your password or Vagus Health Account.

7.5. Communications. By registering an Vagus Health Account, you agree that you are happy to receive communications from us by email in relation to your Vagus Health Account or any orders you have placed through your Vagus Health Account. We may communicate with you by telephone, email or by posting notices on our Website.

7.6. Access to your Vagus Health Account. We will work to ensure that the Website, your Vagus Health Account and the Vagus Health smartphone application are available 24 hours a day. However, we may need to suspend access to your Vagus Health Account for maintenance from time to time (see section 6.6).

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8. TERMINATION OR SUSPENSION YOUR VAGUS HEALTH ACCOUNT

8.1. We reserve the right to suspend or terminate your Vagus Health Account and deny you access to the Website and any Vagus ECG Watch digital content at any time at our sole discretion and for any reason including, but not limited to, if you are in breach of these Terms.

8.2. If we suspend or terminate your Vagus Health Account because you are in breach of these Terms, you may not open another Vagus Health Account.

8.3. You may terminate your Vagus Health Account at any time by emailing us at info@vagus.co (see section 11 below). Terminating your Vagus ECG Watch Account immediately ends your contract with us. You may not access your personal ECG data through our Website after terminating your Vagus Health Account.

8.4. Any obligations or liabilities that have arisen or been incurred before the suspension or termination of your Vagus Health Account (including, but not exclusively, your obligation to pay any charges incurred) shall continue and remain enforceable despite such suspension or termination.

8.5. For information on how we may use your personal information after your Vagus Health Account has been suspended or terminated, see section 16.

9. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your Order please contact us. We will let you know if the change is possible. We will not be able to make changes to your order after the Vagus ECG smartwatch has been collected from you (see section 10.2b below). If the change is possible, we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

10. OUR RIGHTS TO MAKE CHANGES

10.1. **Products may vary slightly from their pictures and descriptions.** Due to the changing nature of scientific research and new developments in ECG or other bio signal / data analysis, our Products may change from time to time. Although we have made every effort to ensure the Products are accurately represented on our website and application, you accept that the Products you receive may vary slightly from those images or descriptions.

10.2. **Minor changes to the Products.** We may change the Products:

- a) to reflect changes in relevant laws and regulatory requirements; and
- b) to implement minor technical adjustments and improvements, for example to our ECG testing process.

10.3. **More significant changes to the Products and these Terms.** The way we provide the Products and present your personal ECG data may change due to advances in ECG research, technology or other changes in science. We reserve the right to make changes to our Products, as detailed on our Website, your Vagus Health Account, the Vagus ECG Watch smartphone application or in these Terms, from time to time. Where we reasonably consider that the proposed changes to the Product or these Terms to be significant, we will notify you in advance of making any changes. You may cancel the contract with us due to significant changes to the Products and these Terms (see section 12 below).

10.4. **Updates to digital content platform.** In order to view your personal ECG data or access your Vagus Health Account or the Vagus Health smartwatch application, you

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may have to update your digital content platform (e.g. your computer hardware/ electronic device or your internet browser software). We take no responsibility for failure to access any of Vagus ECG Watch's digital services or digital content due to technical issues with your equipment.

11. YOUR RIGHTS TO END THE CONTRACT AND PRODUCT GUARANTEE PERIOD

11.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract, as set out below.

11.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any component of any Product which has not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed (see section 5.3);
- b) there is a risk that supply of either the Vagus ECG smartwatch or your personal ECG data may be significantly delayed because of events outside our control (see section 6.2);
- c) we have suspended supply of the Product(s) or any part of it/them, including the Vagus ECG smartwatch or analysis of your personal data, for technical reasons, or notify you we are going to suspend them for technical reasons (see sections 6.6 and 6.7); or
- d) you have a legal right to end the contract because of something we have done wrong, including because we have delivered late under section 6.4; or e) we have told you about an upcoming significant change to the Product or these Terms which you do not agree to (see section 10.3).

11.3. Exercising your right to change your mind. You may change your mind within 30 days of receiving the Vagus ECG smartwatch. You do not have a right to change your mind once you have used or unsealed the Vagus ECG smartwatch, or a period greater than 30 days after we have delivered the Vagus ECG smartwatch.

11.4. Ending the contract where we are not at fault and there is no right to change your mind. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) an amount as compensation for the net costs we will incur as a result of your ending the contract.

11.5. Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under section 6.4 you can cancel your Order or reject any Vagus ECG smartwatch that has been delivered and is unused and sealed.

11.6. The Products general global guarantee period is 12 months. According to local laws and regulations this period can be extended - for instance in the EU the guarantee period for technical faults is 24 months. The guarantee period for the rechargeable batteries is 12 months but a normal reduction over time of charge power efficiency is not covered by this guarantee. If you experience that there is a technical fault in the Product, you may return the Product for repair or replacement. Prior to sending it and in order to receive guarantee return instructions, you need to send a free form guarantee claim to info@vagus.co. The guarantee does not cover damage

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caused by accidents, physical wear & tear (such as scratches on the display screen), use of the products in circumstances not suitable for the Product as specified in the information sheet or unauthorized modifications to the Product.

12. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

12.1. Tell us you changed your mind and want to end the contract. To end the contract and exercise your right to 'change your mind' with us, please let us know by sending an email to info@vagus.co. We will send you the return instructions within 7 days.

12.2. How we will refund you. If you return the Product within 14 days in the original package and in a new condition, you are due a full refund. We will refund you using the method you used for payment. If you are exercising your right to 'change your mind' then your refund will be made within 30 days of us receiving the Product.

13. OUR RIGHTS TO END THE CONTRACT

13.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:

- a) you do not make any payment to us when it is due and you still do not make payment within a reasonable time of us reminding you that payment is due;
- b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example, the Required Information;
- c) you do not, within a reasonable time, allow our forwarder to deliver the Products.

13.2. You must compensate us if you break the contract. If we end the contract in the situations set out in section 13.1 above you will not be due any refund.

14. IF THERE IS A PROBLEM WITH THE PRODUCT

14.1. How to tell us about problems. If you have any questions or complaints about the any of our Products, please contact us at info@Vagus ECG Watch.co.uk.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1. We are responsible to you for obvious loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products and for defective Products under the Consumer Protection Act 1987.

15.3. When we are liable for damage caused by digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements.

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15.4. **We are not liable for business losses.** We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1. For details about on how we use your personal information, and your rights in relation to that information, please see our Privacy Policy at [https:// Vagus.co/PP.pdf](https://Vagus.co/PP.pdf).

17. OTHER IMPORTANT TERMS

17.1. **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. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for Products not provided.

17.2. **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.

17.3. **You acknowledge that providing us with your bio signal data, ECG recordings, personal data and receiving personal data analysis from us does not entitle you to any rights in Vagus Health data bank or any future Vagus ECG products.**

17.4. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.5. **If a court finds part of this contract 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.

17.6. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

17.7. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts.

17.8. **Online dispute resolution.** All disputes arising out of or in connection with these Terms or our Products shall first undergo a process of dispute resolution using the European Commission's online dispute resolution ("ODR") platform at

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

You and we will have to agree to a dispute resolution body based in the United Kingdom to handle your complaint.

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