



## 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](http://www.vagus.co) (“**Website**”).

### 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](mailto: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 provide medical diagnostics.

3.2 **Our Products are called; Breathe Flow (BF, app for 3<sup>rd</sup> party smartwatches), Vagus Health Smartwatch Application (VHSA), Vagus ECG Watch (VW), Vagus ECG for Apple Watch, Breathe ECG for Apple Watch, Vagus ECG Quick Test, Vagus Stimulation Device (VSD) and Vagus Health Diagnostics Services (VHDS)** which provides the 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.

In accordance with GDPR, without your permission or instruction, we do not provide personal information for third parties. 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.**

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**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 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.

**Applications for 3<sup>rd</sup> party smartwatches such as Apple Watch, Samsung Galaxy smartwatches, Withings watches and Google watches.**

The application is comprised of following main components that are provided to you in accordance with these Terms:

**3.3 3<sup>rd</sup> party smartwatch apps; 'Breathe Flow', 'Vagus ECG' and 'Breathe ECG'.**

Collecting bio signal data and ECG recordings with the 3<sup>rd</sup> party watches is the main source of data for our health analysis. Users record bio signals in accordance 3<sup>rd</sup> party watch ECG instructions. The app may be subject to payment with single fee or monthly subscriptions.

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

**3.3.1. Acknowledgement:** Vagus Health and the You (End-User) must acknowledge that the this terms is concluded between Vagus Health and the End-User only, and not with Apple, Samsung, Withings or Google and Vagus Health, not the aforementioned companies, is solely responsible for the Licensed Application and the content thereof. The EULA (Apple licensed application end user agreement) may not provide for usage rules for Licensed Applications that are in conflict with, the Apple Media Services Terms and Conditions as of the Effective Date (which Vagus Health acknowledge Vagus Health have had the opportunity to review). Similar terms apply for Samsung, Withings and Google watches.

**3.3.2. Scope of License:** The license granted to the End-User for the Licensed Application must be limited to a non-transferable license to use the Licensed Application on any Apple-branded Products that the End-User owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Licensed Application may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

**3.3.3. Maintenance and Support:** Vagus Health is responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law.

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Vagus Health and the End-User must acknowledge that Apple or other 3<sup>rd</sup> party watch manufacturers has no obligation whatsoever to furnish any maintenance and support services with respect to Vagus Health Licensed Application.

**3.3.4. Warranty:** Vagus Health is responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The EULA must provide that, in the event of any failure of the Licensed Application to conform to any applicable warranty, the End-User may notify Apple, and Apple will refund the purchase price for the Licensed Application to that End-User; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Vagus Health sole responsibility.

**3.3.5. Product Claims:** Vagus Health and the End-User must acknowledge that Vagus Health, not Apple, are responsible for addressing any claims of the End-User or any third party relating to the Licensed Application or the end- user's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Vagus Health Licensed Application's use of the HealthKit and HomeKit frameworks. The EULA may not limit Vagus Health liability to the End-User beyond what is permitted by applicable law.

**3.3.6. Intellectual Property Rights:** Vagus Health and the End-User must acknowledge that, in the event of any third party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes that third party's intellectual property rights, Vagus Health, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**3.3.7. Legal Compliance:** The End-User must represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

**3.3.8. Third Party Terms of Agreement:** Vagus Health and End-User comply with applicable third party terms of agreement when using Vagus Health Application, e.g., if Vagus Health have a VoIP application, then the End-User must not be in violation of their wireless data service agreement when using Vagus Health Application.

**3.3.9. Third Party Beneficiary:** Vagus Health and the End-User must acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the End-User's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the End-User as a third-party beneficiary thereof.

- a) **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>.
- b) **Personal Health data.** The results of your ECG and other health data collected by 3<sup>rd</sup> party watches and services such as Apple Watch and Apple Health will be processed in the Vagus Health secure cloud 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.

### **3.4 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.

**3.5 Vagus ECG Watch Data Bank.** By comparing your personal ECG data with the anonymous data of other Vagus ECG Application users, we are able to provide you a

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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.

**3.6 Vagus ECG 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. 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 normal 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 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, 3<sup>rd</sup> party smartwatch data 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 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/wp-content/uploads/2021/02/Privacy-Policy-for-Vagus-Health-Accounts-1.pdf>.

**3.8 These data ownership rights may be amended in case the users accept the creation of Vagus Non-Fungible Tokens (V-NFT) from data collected and analysed by Vagus Health Ltd. The terms of the non-fungible token, its data ownership and other terms are described in [www.vagusnft.com](http://www.vagusnft.com)**

#### **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).

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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.** If the product is provided at a cost, 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 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) **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). If you use Apple Watch for the Vagus Health services, then the hardware, watch delivery, guarantees etc are the responsibility of Apple.

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b) **3<sup>rd</sup> party ECG and smartwatch data analysis:** After downloading the Vagus Health apps and conducting a VAGUS ECG test, together with other 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 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 Health smart-phone application within 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 analysis (or another Product or part of a Product) may be 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 Reasons we may suspend the supply of Products to you.** We have the right to suspend services and products to you if:

- a) We make minor technical changes in our data processing centre or with the supply of digital content;
- b) We deal with technical problems that may be affecting your wireless transfer of data, access to the server, your Vagus Health Account or application;
- c) We update any components of the Product to reflect changes in relevant laws and regulatory requirements;
- d) WE make changes to the Product as notified by us to you (see section 10).
- e) You use the products or act unethically, or in contradiction with laws and moral principles of United Kingdom or the country you are situated in.
- f) You have multiple individual user accounts for the same apps and services with the purpose of achieving a financial- or service benefit.

**6.4. 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 are suspended for longer than 8 weeks from the estimated time of delivery, you will be entitled to a full refund;
- b) If data collection from 3<sup>rd</sup> party smartwatches are 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.
- d) If you are in violation of 6.3 e) and f).

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.

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## 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 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).

## 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](mailto: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.

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## **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 3<sup>rd</sup> party smartwatch 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 3<sup>rd</sup> party smartwatch collected data, you 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 Health 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).

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11.3. **Exercising your right to change your mind.** You may change your mind within the time period specified in the service contract of the 3<sup>rd</sup> party smartwatch providers.

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.

## 12. HOW TO END THE CONTRACT WITH US

12.1. In accordance with GDPR and other national legislations, you can demand a deletion of your account and all personal data. **Tell us of this** by sending an email to [info@vagus.co](mailto:info@vagus.co).

## 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;

## 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.co](mailto:info@Vagus.co)

## 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.

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

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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.

These terms have been revised on the 5<sup>th</sup> of July 2022.

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