



Yorbl Technologies Limited Terms and Conditions of Sale

Information About Us

1a. We operate the website [Yorbl - The Home of Technology Enabled Living | Digital Telecare](#) “We” are Yorbl Technologies Limited, a company registered in England and Wales under company number 12971115 and with our registered office and trading address at Occulis House, Eddystone Road, Totton, Hampshire, SO40 3SA. We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required for non-substantive changes to the Agreement. If we substantively amend this Agreement, we will give you at least seven (7) days’ notice before the changes take effect, during which period of time you may reject the changes by terminating your account and immediately discontinuing use of the Service. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

1. Use of Our Service

A) Eligibility
You may use the Service only if you can form a binding contract with Yorbl Technologies Limited, and only in compliance with this Agreement and all applicable laws, rules and regulations. The Service may not be available to any Users previously removed from the Service by Yorbl Technologies Limited.

B) Yorbl Technologies Limited Accounts and Ordering
Your Yorbl Technologies Limited customer account gives you the ability to order and purchase products listed on our site, and to have access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers, and symbols) with your account. You must notify Yorbl Technologies Limited immediately of any breach of security or unauthorized use of your account via support@yorbl.com. Yorbl Technologies Limited will not be liable for any losses caused by any unauthorized use of your account.



By providing Yorbl Technologies Limited your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out by contacting info@yorbl.com. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

C) Service Rules

In order to use the Service, you agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Yorbl Technologies Limited servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Yorbl Technologies Limited grants the operators of public search engines revocable permission to use spiders to copy materials from our Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

You may copy and redistribute the audio-visual content available on the Service; however, you may not alter or modify such audio-visual content in any manner and you may not remove any copyrights associated with the such audio-visual content.

D) Copying and Reverse Engineering.

You agree that you will not: (i) copy, modify, create any derivative work of; or (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization); or (iii) remove any copyright notices, identification or any other proprietary notices from any of the software or firmware, copyrighted content and any proprietary information contained within products designed, manufactured or distributed by Yorbl Technologies Limited.

E) Intellectual Property Rights.

You acknowledge and agree that these Terms and Conditions are not intended to convey or transfer to you any intellectual property rights or to grant any licenses in or to any technology



or intellectual property or content, other than as expressly provided herein. The content contained within our products and websites, including, but are not limited to, software, product information, technology information, user guides, white papers, analysis, trade names, graphics, designs, icons, audio or video clips and logos, is Yorbl's proprietary information, protected by copyright, trademark, patent and/or other intellectual property rights, under the laws of the United Kingdom. Third-party trademarks and information are the property of their respective owners.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

2. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Yorbl Technologies Limited Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Yorbl Technologies Limited and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Yorbl Technologies Limited Content. Use of the Yorbl Technologies Limited Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

3. Placing an Order for Products

You may choose to purchase products from our Site, and you begin by placing an order for the desired products through our Site. After placing an order on our standard order form, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation. The Contract will relate only to those products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such



products has been confirmed in a separate Dispatch Confirmation. All products ordered through our Site shall be subject to the payment processes described in Section 8 below.

Excluding content submitted by Subscribers, we aim to certify that the information on the website is accurate. Certain information may contain pricing inaccuracies or typographical errors, which we may update and correct without liability. We also reserve the right to limit quantities purchased by Subscribers and to change, suspend, or terminate a monthly subscription, limited edition or promotion at any time without notice (including after an order has been submitted or acknowledged). We do not guarantee that all products described on our website will be available.

4. Subscription Plans

You may choose to subscribe to a subscription plan through the Service. The subscription plan to our Service consists of an initial charge followed by recurring periodic charges as agreed to by you, charged to your provided payment method. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and that you accept responsibility for all recurring charges prior to cancellation.

We will submit periodic charges (e.g., monthly, quarterly, semi-annually, annually) without further authorization from you, until you decide to contact us and end your subscription. You cannot manually cancel your subscription for technical reasons, but we are able to do this for you on request. Your subscription will be billed on a monthly basis. The first month's subscription fee will be billed 30 days after your initial transaction to ensure you are not billed for a period before you receive your products. The renewal payment schedule may change without prior notice, at the discretion of Yorbl Technologies Limited. We are not able to manually assign billing dates for individual subscribers. Cancelling a subscription will not cancel and refund the delivery on orders that have been paid for, it only stops future renewal charges. If you choose to subscribe to the Monthly Plan between the 15th to the end of the month, you automatically agree to following month's charge.

Cancellation requests are submitted by contacting support@yorbl.com. Cancellation dates will be a month from the date of cancellation, and you will be billed up until this date. If payment for the period after a cancellation request is submitted, we reserve our rights to recover such sums from you by all legal means necessary (including instructing a third party debt collection agency to recover the same). Promotional products/codes/discounts are only valid on the initial order, not the recurring charges, unless otherwise noted. Cancellation requests are manually reviewed, and your account will be active until 1 month after your last payment. This cancels your subscription alone, to close the account completely please contact us, you can find a full list of contact methods and instructions on the 'Contact Us' page of our website.

Kindly note that any of the subscription plans can be cancelled at any time. However, you will not be eligible for a refund on any remaining services in the subscription.

We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.



5. Billing, Shipping and Payment Policies

We ship within an estimated 3-5 business days after payment is received, which is subject to change at any time, without notice and liability. Kindly note that sometimes there may be shipping delays and/or product back-orders due to a delay involving the fulfilment process. You will not be eligible for a refund due to any unforeseen delays.

If you elect to use our paid subscription models, you agree to the pricing and payment terms quoted on our Site and as we may update them from time to time. Yorbl Technologies Limited may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Payment for all products purchased through our Site must be by credit, debit card. Our system is only equipped to accept one payment method at a time. If your account has multiple options on file and there is a payment error, the transaction may default to the most recently used payment method. In the event that Yorbl Technologies Limited suspends or terminates your account for your breach of this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

You understand and agree that you shall receive no refunds and no exchanges for any Products once we or our supplier delivers these items to the customer unless the Product received by you is damaged and/or faulty. In a case of damaged or missing products, the subscriber or customer must contact Yorbl Technologies Limited within 28 days from the date the subscriber received the merchandise. In the case of a lost item or item showing as delivered, but not received, the subscriber must contact Yorbl Technologies Limited within 14 days from the ship date. Any complaints received after the timeline given will not be eligible for a refund or replacement.

All products purchased from or via the Service are transported and delivered to you by an independent carrier not affiliated with, or controlled by, Yorbl Technologies Limited.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card or debit card, used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay and are solely responsible for taxes relating to any such purchases, transactions, or other monetary transaction interactions with Yorbl Technologies Limited.

Payments shall be processed through our site and shall be in the form you select when you either submit an order form or your register a paid Service. Yorbl Technologies Limited reserves the right to withhold payment or charge back to your account any amounts otherwise due to us under this Agreement or amounts due to any breach of this Agreement by you, pending Yorbl Technologies Limited's reasonable investigation of such breach. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact



and payment information associated with your account, which includes without limitation applicable tax information. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Service. If you dispute any payment made hereunder, you must notify Yorbl Technologies Limited in writing within thirty (30) days of such payment. Failure to so notify Yorbl Technologies Limited shall result in the waiver by you of any claim relating to such disputed payment. Payment shall be calculated solely based on records maintained by Yorbl Technologies Limited. No other measurements or statistics of any kind shall be accepted by Yorbl Technologies Limited or have any effect under this Agreement. We may withhold any taxes or other amounts from payments due to you as required by law.

If your credit or debit card payment is not processed successfully for any reason, we reserve the right to reattempt to process payment. If you do not want us to reattempt to process payment, you should cancel the order after receiving the initial payment failure email notification.

6. (a) Set Up Fees & Hardware Return Fees

PLEASE NOTE: By paying a set-up fee you are not buying the hardware; we will continue to own the product itself. When your subscription is cancelled, you must return these items to the company. IF YOU DO NOT RETURN THE PRODUCT TO US THERE IS A MANDATORY **£250 -£300** HARDWARE RETURN FEE. This hardware return fee is ONLY applicable to certain packages, and this will be stated in the product description, and may vary depending on the package you have selected. However, we reserve the right to add these to any packages where the hardware cost has not been charged at the time of transaction. By purchasing one of our products, you are agreeing to these terms and conditions and agreeing to pay this fee on non-return of your hardware. You have 30 days to return this hardware after your subscription is cancelled. Hardware refers to the physical products supplied to you as part of your package, this includes (but is not limited to) the Yorbl Vita, Yorbl Lifeline, Yorbl Tab, sensors & peripheral devices and wearable technologies.

Thanks for your purchase with us. In the event that you are not completely satisfied with your order, you have 30 days to return the goods. If you would like to return an order or product please contact us via:

Support@yorbl.com

0330 120 1520

Please be aware returns requests are dealt with on an individual basis to enable us to correctly manage your subscription in accordance with your return. You will be emailed a free returns label for your order. This label will be prepopulated with our address and will contain a reference to your original order so that we can match up your return and process your refund or credit accordingly.



Please keep in mind that any item sent for a full refund must be delivered unused and in the same condition as you received it.

In the event of an item being received broken or damaged, then you will be given a full refund or we're happy to exchange the item, depending on what you are likely to prefer. If you need to talk to someone about your return or refund, we're here to help.

Feel free to email us or to drop us a line on the details above. You can also contact us at orders@yorbl.com or contact us directly through your app via the Support section.

7. No Professional Advice

Any product or other information (for example alert notifications) is for informational purposes only and should not be construed as professional healthcare advice. You should seek independent medical and/or healthcare advice from a person who is licensed and/or qualified in the applicable area.

8. Privacy

We care about the privacy of our Users. We collect, use and share information for our business use only. Anyone is able to at any time, request information about how their information is used and request that their information be removed from our system, however customers should be aware that this may affect the ability for us to provide them their services.

9. Security

Yorbl Technologies Limited cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorised third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. By completing this purchase, you confirm that you have a valid lawful basis to process the personal information of the individual(s) being monitored, in accordance with the rules laid down by the UK Information Commissioner.

10. Third-Party Links

Occasionally, this service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Yorbl Technologies Limited. Yorbl Technologies Limited does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so at your own risk, and you understand



that this Agreement and Yorbl Technologies Limited 's Privacy Policy do not apply to your use of such sites. You expressly relieve Yorbl Technologies Limited from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Yorbl Technologies Limited shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

11. No Warranty

The service, products and materials are provided on an "as is" and "as available" basis. Yorbl Technologies Limited products have their own unique manufacturers warranties and we pass these on to our customers. No advice or information, whether oral or written, obtained by you from Yorbl Technologies Limited or through the service will create any other form of warranty not expressly stated herein. Without limiting the foregoing, Yorbl Technologies Limited, its subsidiaries, and its licensors do not warrant that the content is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or device, or loss of data that results from such download or your use of the service.

12. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Yorbl Technologies Limited , its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service. Under no circumstances will Yorbl Technologies Limited be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein.

Yorbl Technologies Limited accepts no liability or responsibility for any errors, mistakes, or inaccuracies of content; personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services and products; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; any interruption or cessation of transmission to or from the service; any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; and/or user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Yorbl Technologies Limited, its affiliates, agents, directors, employees, or suppliers be liable for any



claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Yorbl Technologies Limited hereunder.

13. General

A) Governing Law.
These Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.

Should you have any questions you can contact us at info@yorbl.com.