



# Customer Terms of Service

Last Revisited 9 Nov 2021

## Overview

This Companion Technology Watch (“Watch”) and accompanying services are operated by Companion Technology Ltd, Company Number 13442802. The terms “we”, “us” and “our” refer to Companion Technology Ltd.

The watch sold by Companion Technology Ltd along with the accompanying websites, mobile phone applications, information, tools and web services (“Services”) that are made available to you, the customer, are conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Please read these Terms of Service carefully. By accessing or using the watch or any of the accompanying services, you agree to be bound by these Terms of Service (“Terms of Service”, “Terms”) including any additional terms referenced via hyperlinks. If you do not agree to all the terms and conditions of this agreement you should cease using the Watch and Watch Services immediately.

You can review the most current version of the Terms of Service at any time by going to <https://www.companion.technology/customer-terms>. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

## 1 - General Terms

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

We reserve the right to terminate your use of the services for violating any of the rules set out in these Terms.

## 2 - Companion Technology Websites

Companion technology provides multiple web sites including our main site <https://companion.technology> from hereon referred to as the “website” and <https://app.companion.technology> hereon referred to as the “companion service app”. Use of these websites is governed by terms that can be found at <https://companion.technology/terms>.

## 3 - Privacy

Your submission of personal information is governed by our Privacy Policy. The privacy policy is on our web site at <https://www.companion.technology/privacy>

## 4 - Service Modification

We reserve the right at any time to modify or discontinue the services (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

## 5 - Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Watch or any of the services:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

## 6 - Disclaimer of Warranties / Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The services delivered to you (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied.

In no case shall Companion Technology Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services, or for any other claim related in any way to your use of the services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

## 7 - Indemnification

You agree to indemnify, defend and hold harmless Companion Technology Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## 8 - Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent

permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## 9 - Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## 10 - Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service constitutes the entire agreement and understanding between you and us and govern your use of the services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## 11 - Governing Law

You irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

## 12 - Changes to Terms of Service

You can review the most current version of the Terms of Service at any time by visiting <https://companion-technology/customer-terms>.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of the services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## 13 - Contact Information

Questions about the Terms of Service or use of the Watch or services should be sent to our Customer Service team at [support@companion.technology](mailto:support@companion.technology)

## 14 - Intellectual Property

All intellectual property used in the watch or supplied via the services is the property of Companion Technology Ltd, our affiliates or other relevant third parties.

## 15 - Intended Use

The watch and services are only for personal use, and you will not use the watch or services for any commercial purpose.

You must not attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, further sublicense, distribute, or use for other purposes the watch or any of the services.

If the watch is to be used as part of test, trial or evaluation where the results of this evaluation is to be made publicly available or shared with other third parties prior consent must be sought from and agreed by Companion Technology Ltd.

If you fail to use the watch for its intended use we may cancel your account and your ability to access the services and pursue other legal remedies.

We may take any legal action we deem appropriate against users who violate our systems or network security, this contract or any additional terms incorporated or referenced in this contract. Such users may also incur criminal or civil liability

## 16 - Geographic Support

Currently the Companion service is only supported on the UK mainland (England, Scotland and Wales).

## 17 - Fair Use

The voice communication capability of the Companion Watch is intended for emergency use only. We reserve the right to terminate a service contract if we deem that excessive use is being made of this feature.

## 18 - LTE-M Support

The Companion Watch relies on the UK LTE-M network for communication. This network does not cover all areas of the UK. It is the responsibility of the purchaser to check that there is LTE-M support in all areas where the watch is to be used. This can be done using the LTE-M check available at <https://www.companion.technology/ltem-check>.

## 19 - Cancellation

Any order completed over the phone or online may be cancelled within 30 days of submitting the order. If you have already received delivery of your Companion Watch you must return it to us at your own cost and risk, unused in its original packaging and with all its documentation; your refund of the purchase price will be processed once We have received the Companion Watch. We may at our discretion extend the money-back cancellation period.

If you believe your Companion Watch may be faulty please contact the Customer Service Team and they will arrange a replacement for you. You will need to return your device prior to a replacement being dispatched.

If the watch purchased included a number of months free subscription and prior to the return the watch was activated (connecting it to the network) the cost of one months subscription will be deducted from the purchase price.

## 20 - Subscriptions

The purchase of a watch may include a number of months free subscription. After this period to avoid the watch being deactivated you must enter into a subscription agreement where a monthly fee will be charged for the ongoing use of the services.

We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for Subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be

charged for recurring Subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that have not previously been processed.

You must cancel the Subscription Services before the renewal date to avoid being billed for the renewal.

## 21 - Watch Deactivation

Once subscription services have been cancelled the Companion watch will become inactive following the renewal date.

## 22 - Account Deactivation

We reserve the right to cancel your account if you have not used it for a continuous period of six months.

## 23 - Telephone Number and other Identifiers

When the watch is activated the customer will be assigned a telephone number and other identifiers such as a username. This telephone number and identifiers are not owned by the customer but are allocated to the customer while the watch is active.

The telephone number or other identifiers may need to be changed. In this situation we will notify the customer of the change at least two months in advance.

Following de-activation of the watch we have the right to allocate any identifiers to another customer or third party. On re-activation of the watch a telephone number may be assigned.

## 24 Communication Services

Communication Services refers to the transmission, distribution, and provision of telephony, data and messages in a communication network provided by us. The communication service provided is not a publicly available telephone service due to the system design and security requirements which restrict both the phone numbers reachable from the Watch as well as the phone numbers that can reach the Watch.

## 24.1 Right to Use the Communication Services

The Customer has the right to use the Communication Services as specified under this Agreement, and any user guidelines. We shall ensure that the communications network and services allow the Customer to use the service in the agreed way.

The intellectual property rights to the Communication Services and products are the property of us or a third party, such as the software owner. We shall grant the Customer a restricted license, for the term of the Agreement, to use the Communications Services and digital software versions and documentation supplied under the Agreement. Use of the Communications Services, and the hardware, software, documentation, other content and data, delivered in connection with the Communication Services, is allowed only for the intended purpose in compliance with the guidelines issued.

The Customer may not, without our prior consent in writing, copy, convert, or modify the documentation or software, or disclose or deliver it to a third party, except where required by law.

The Customer shall immediately disconnect from the Communication Network any hardware or software that is causing disturbance to the operation of the network or the service. Where the Customer knowingly uses, in disregard of our notice, hardware or software, which is defective or may cause disturbance, the Customer shall be liable for any damage caused to us, and for the costs incurred through locating the defect. In the case of harm or disturbance, we have the right to disconnect said hardware and software from the network without prior consultation from the Customer. We further have the right to restrict traffic volume in the communication network, suspend service use, disconnect the subscriber connection, and take any other necessary action required to secure network traffic, operation of the services, data security, or availability.

The Customer may not exploit the Communication Services as part of the Customer's own service, product, or other gainful activity. The Customer may not sell to a third party the Communication Services, route third-party traffic through the service, or otherwise distribute the service to a third party. Using the service primarily for routing calls between networks is not permitted. Unless specifically agreed to the contrary with us, the Customer may not, in connection with Communication Services, use servers, or install in the network servers, to which a connection can be established over the network. Using the service by means of an automatic mailing system is not permitted irrespective of whether the intended purpose is direct marketing or otherwise.



## 24.2 Unauthorised use of the Communication Services

Unauthorised use of Communication Services refers to a situation where a third party, without the Customer's consent, uses the Customer's Communication Services or uses it for subscribing to content or value added services. The Customer shall be responsible for any unauthorised use only where such unauthorised use is due to the Customer's negligence. The Customer shall not be responsible for any unauthorised use of the Communication Services once he/she has notified Customer Services of any unauthorised use or loss of the Watch.

## 24.3 Communication Services Features

The Communication Services does not include access to emergency service numbers such as 999 or hotline numbers such as 116000 for missing children.

The Communication Services do not include access to directory enquiries, directories or to operator assistance. The Communication Service is limited to communication between the Watch and identified caregivers and the monitoring centre service included in the Service.

## 24.4 Data Security in the Communication Network

The communication services should not be considered 'secure' or used to transmit sensitive information.

## 24.5 Supported Geographical Area

The Watch is only intended to be used on the UK mainland. We shall not be liable for any limitation to Communication Services use that may be imposed abroad.

The Customer shall be responsible for the roaming charges that may be incurred by attempting to use the Watch outside the UK mainland.

## 25 Limitation of Communication Services Use or Disconnection

Disconnection of the Watch refers to the blocking of all services available using the Watch. Usage limitation of the Watch refers to the blocking of one or more services available using the Watch. Use of the Watch connection can be limited, for example, by allowing the Customer only to receive calls.

Where requested, we will disconnect the Watch or block the use of the telephone in a case where the Customer, user of the connection, the police, insurance company, or another communications operator reports that the Watch has been lost or stolen.

We have the right to disconnect the Watch, deactivate a Communication Services, or restrict the use thereof, where:

1. It has not been possible to charge the customer for their subscription and following notification of the customer the payment is still outstanding after two weeks
2. The police or another competent authority demand disconnection or deactivation
3. The Customer has been declared bankrupt by a court of law, or declared insolvent by a public authority, and the Customer does not place the reasonable security requested,
4. The Customer is charged with disrupting communications using the subscriber connection,
5. The Customer does not adhere to the other terms and conditions of the Agreement.

## 26 Assignment of the Agreement

The customer is not entitled to assign this agreement to a third party without our prior consent in writing.

We have the right to assign the agreement, in full or in part and will inform the customer of any assignment at least 30 days in advance.