

# TERMS AND CONDITIONS OF SALE

## PREAMBULE

The Knowlepsy Digital Wearable Device is a digital consumer health device that provides seizure risk level to aid daily activity planning and the option to share data with caregivers. It is not intended to replace standard medical care.

By ordering and purchasing the Knowlepsy Wearable Digital Device through our website [www.knowlepsy.com](http://www.knowlepsy.com) (in accordance with the terms set forth in the General Terms and Conditions of Sale of the website [www.knowlepsy.com](http://www.knowlepsy.com), please check the applicable CGTS following this [<https://knowlepsy.com/legal-mention/>]), the user acknowledges having read the present General Terms and Conditions of Sale and agrees to comply with them without any reservation.

Consequently, the present General Terms and Conditions of Sale constitute a contractual agreement between the user and the company KNOWLEPSY LDA in addition to any documents signed and/or duly accepted in the context of using the for the Knowlepsy Digital Wearable Device.

## 1. General

**1.1** The provider of the KNOWLEPSY wearable device (.....) hereinafter: "**we**").

**1.2** These General Terms and Conditions (GTC) apply to all wearable devices sales made by a customer for the Knowlepsy Wearable devices. Other GTC may apply to other contracts with Knowlepsy Holding.

**1.3** Deviating general terms and conditions of the customer shall not be recognized unless we expressly agree to their validity in writing.

**1.4** We are entitled to make changes and deviations to the sales if these are necessary in terms of content, method, or organization, in particular, to replace technology and devices with other suitable technologies and devices if necessary.

## 2. Order Process

**2.1** The customer must be of legal age. The customer is obliged to provide the correct information when placing the order.

**2.2** The customer can select the devices and place them in the shopping cart by clicking on the shopping cart button next to the respective offer. The customer can view and change the contents of the shopping cart at any time.

**2.3** When the customer clicks the "Payment" button, he or she submits the application to conclude a contract for the wearable device (s) listed in the order summary. Up to this point, the customer can change the selected wearable device (s) or cancel the order process. The application can only be submitted if the customer has accepted these contractual terms and conditions by clicking on the " I have read and I agree to the Terms and Conditions" box and has thereby included them in his application.

**2.4** We will confirm receipt of the application by e-mail. This confirmation of receipt also constitutes acceptance of the application, so that the contract is concluded by the confirmation of receipt. In the confirmation of receipt, the text of the contract (consisting of the order, GTC, and order confirmation) is sent to the customer by us on a permanent data carrier (contract confirmation). No further storage by us will take place.

**2.5** We are not obliged to accept orders and reserve the right to refuse the order; in this case, we will inform the customer immediately. This does not apply if the customer chooses a payment method with which he undertakes to pay in advance. In these cases, the contract is concluded with the successful payment. In these cases, we have the right to withdraw from the contract if fulfilling the contract is impossible.

**2.6** The contract shall be concluded in the English language.

### **3. Right of Withdrawal**

**3.1** If the customer is a consumer (natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity), he has a statutory right of withdrawal.

**3.2** The following shall apply to contracts for services:

#### **Cancellation Policy**

##### Right of Withdrawal

You have the right to withdraw from this contract within seven 7 days without giving any reason after the full payment of the one year engagement. The withdrawal period is..... from the day of the conclusion of the contract. In order to exercise your right of withdrawal, you must inform us (Knowlepsy Investment phone: +33621141620, e-mail: [contact@knowlepsy.com](mailto:contact@knowlepsy.com)) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post or an e-mail). You can use the enclosed sample withdrawal form for this purpose, which is, however, not mandatory. To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

##### Consequences of Withdrawal

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

**3.4** The following form may be used to declare revocation, but is not mandatory:

Sample Withdrawal Form

(If you wish to revoke the contract, please complete and return this form).

- To Knowlepsy .....
- I/we (\*) hereby revoke the contract concluded by me/us (\*) concerning the purchase of the following
- goods (\*)/the provision of the following service (\*)
- Ordered on(\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)

- Signature of consumer(s) (only in case of paper communication)
- Date(s) (\*) Delete where inapplicable.

## **4. Terms of Delivery**

**4.1** Delivery times stated by us are calculated from the time of our order confirmation, provided that the purchase price has already been paid.

**4.2** If no wearable device selected by the customer is available at the time of the customer's order, we shall inform the customer of this immediately in the order confirmation. If the wearable device (s) is permanently no longer available, we shall refrain from issuing a declaration of acceptance. In this case, a contract is not concluded.

**4.3** The wearable device (s) will be sent to the customer after the order confirmation by e-mail.

## **5. Terms of Payment**

**5.1** All prices stated on our website are inclusive of the applicable statutory value-added tax.

**5.2** The price quoted does not include VAT

**5.3** The Customer shall pay on a monthly basis of 20 USD on one year engagement.

**5.4** The Customer may make payment by credit / Debit card.

**5.5** Payment of the purchase price is due immediately upon conclusion of the contract.

**5.6** The customer shall be in default - even without a reminder - at the latest if he does not make payment within 30 days of the due date and receipt of an invoice and if he has been specifically advised of this consequence in the invoice.

## **6. Warranty and Liability**

**6.1** The statutory warranty rights exist.

**6.2** Our liability for intent or gross negligence, for culpable injury to life, body, or health (personal injury), for the absence of warranted characteristics, from a guarantee or under the Product Liability Act is always unlimited

**6.3** With the exception of personal injury, we shall only be liable for slight negligence in the event of a breach of cardinal obligations (obligations the fulfillment of which makes the proper performance of the contract possible in the first place and the observance of which the contractual partner may regularly rely on) and liability shall then be limited to damage typical of the contract and foreseeable at the time of conclusion of the contract.

**6.4** The above limitation of liability shall also apply in favor of bodies, employees, and agents.

## **7. Final Clauses**

**7.1** The contract shall be governed by French law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer is a natural person and has concluded the contract for a purpose that cannot be attributed to his professional or commercial activity, this shall not result in the customer losing the protection of the statutory provisions of the country of his habitual residence, which may not be deviated from by contract.

**7.2** The exclusive place of jurisdiction is the registered office of Knowlepsy Holding, provided that the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in France or has moved his place of residence or habitual abode abroad after conclusion of the contract or his place of residence or habitual abode is unknown at the time the action is brought.

**7.3** We are not legally obliged to participate in dispute resolution proceedings before a consumer arbitration board and are generally not prepared to do so.