

## Website Terms of Use

### General

Beats Medical Limited (“we” or “us”) owns and operates this website, <http://www.beatsmedical.com> (the “Website”) and is an Irish company having its registered office at Beats Medical, 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18.

Our registered company number is 619940 and our VAT number is IE3521488TH

### Your Acceptance of these Terms of Use

These terms and conditions (“Terms of Use”) govern your use of the Website other than for users who have registered for our services via our mobile application in which case our [\[User Agreement\]](#) will apply to your access to your account via the Website.

**By accessing and using this Website you are agreeing to be bound by these Terms of Use.**

You should therefore read the Terms of Use carefully and in their entirety.

**Please also note that these Terms of Use contain terms which limit our liability to you and which affect your legal rights.** If you do not agree to these Terms of Use, then you should not access or use the Website.

None of the provisions of these Terms of Use will be interpreted so as to deprive you of any rights you may have as a consumer under applicable mandatory law.

### IMPORTANT NOTICE

**THE CONTENT OF THE WEBSITE IS PROVIDED FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE USED OR RELIED ON WHATSOEVER FOR MEDICAL DIAGNOSIS OR TREATMENT OR ANY OTHER PURPOSE THAT MAY REQUIRE MEDICAL CONSULTATION, DIAGNOSIS, DECISION AND/OR PRESCRIPTION. WE DO NOT OFFER OR GIVE MEDICAL ADVICE. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR, PHYSIOTHERAPIST, THERAPIST OR OTHER MEDICAL OR HEALTH PROFESSIONAL WITH QUESTIONS REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING SUCH ADVICE BECAUSE OF ANY CONTENT ON THE WEBSITE. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, STUDIES, TREATMENTS, PROTOCOLS, MEDICAL PRACTITIONERS, PRODUCTS, PROCEDURES, OPINIONS OR OTHER INFORMATION THAT MAY BE FOUND ON THE WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK AND WE THEREFORE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM YOUR USE OR INABILITY TO USE THE WEBSITE AND ANY RELIANCE PLACED ON COMMENTARY AND OTHER MATERIALS POSTED ON OR OBTAINED FROM OUR WEBSITE BY ANY VISITOR OR CONTRIBUTOR TO OUR WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.**

### **Amendments**

We may amend these Terms of Use from time to time to update them or make other changes we consider necessary and, therefore, you should check them regularly for updates. Your continued use of the Website signifies your acceptance of any revised Terms of Use.

### **Use Of Website**

You may use the Website for your personal use only and not for any commercial purpose.

### **Information Purposes Only**

The content of the Website is provided for information purposes only, is subject to change and will be updated from time to time without notice to you.

Websites may be tampered with by unauthorised persons and accordingly, you should view the information provided as indicative only and subject to confirmation by our staff. Please contact us to obtain up-to-date information.

### **Invitation To Make An Offer Only**

The content of the Website does not constitute, and should not be construed as, the terms of a contractual offer.

### **Intellectual Property and Use of Content**

We retain all right, title and interest in the information, communications, software, scripting, photographs, text, video, graphics, music, sounds, images, trade marks, trade names, logos and other materials and services found on the Website, including its *look and feel* (collectively, the "**Content**").

You should note that the Content is protected by copyright, trade mark, database right, *sui generis* rights and other intellectual property laws (as the case may be), under national laws and international treaties.

You may not make alterations, copies, extractions, modifications, or additions to the Content on this Website, or sell, copy, disseminate or licence it, or misuse the Content in any way. If you want to re-publish, extract, reproduce, disseminate or otherwise use the Content, you must contact us in advance for permission except if otherwise expressly provided in these Terms of Use.

This is without prejudice to any rights you may have under any applicable mandatory laws.

### **Communication at Your Own Risk**

E-mail and other methods of transmitting information over the Internet are subject to interference or scrutiny by third parties and should be independently verified. We cannot ensure security and privacy of such communications and all risk in transmitting such communications lies with you.

### **Browse At Your Own Risk**

**Use of the Website is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use of, viewing, access to, relying on or downloading of the Website and/or any Content.**

**You agree that we are not liable for loss or damages arising out of your use, or your inability to use, this Website.**

**This Website is provided as is and we make no undertaking, representation or warranty:**

**(i) in connection with the completeness or accuracy, reliability or timeliness of any of the Content, and therefore, the Content should not in any circumstances be relied upon;**

**and/or**

**(ii) that this Website or its server is free from defects, errors, viruses, bugs or other harmful elements.**

### **Exclusion Of Liability**

**To the fullest extent permitted by applicable law, we exclude all liability to you, however arising, under or in connection with these Terms of Use or your use of the Website and the Content, even if we have been advised of the possibility of such loss or damages, or if such loss or damages were reasonably foreseeable.**

### **Links To Third Party Websites**

The Website may contain links to third party websites, but this does not mean that we endorse, authorise or sponsor those websites nor does it mean that we are affiliated with the third party website's owners or sponsors. Your use of third party websites is subject to the terms and conditions of use contained within each of those websites. We may terminate a link to a third party website at any time.

### **Prohibited Acts**

You may not use the Website in any manner which could damage, disable, overburden or impair the Website or any other party's computer systems or hack or gain unauthorised access to this Website and its Content or data.

You must not use the Website to transmit to or from the Website any potentially unlawful, threatening, libellous, defamatory, tortious, obscene, offensive, hateful, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under law, including, without limitation, any material that you are not entitled to post or transmit, or where such posting or transmission is otherwise in breach of any third party intellectual property or other rights.

You may not use any automated system or software to extract data from this Website for display on any other website or to use it otherwise.

Search engines may provide links to our Website. No other websites may provide links to our Website without our prior written consent.

### **Suspension/Termination Of Use**

We may at any time, without notice or reason, suspend or terminate your access to the Website or any service forming part of the Website. We are not liable to you or any third party for any suspension or termination of access to the Website.

### **Privacy Statement**

For full details of the type of information we collect via our Website, our use of such information and the persons and companies to whom we disclose this information, you should read our [Privacy Statement](#). For information on the cookies we use on our Website please visit our [Cookies Policy](#). Both our Privacy Statement and Cookies Policy are hereby incorporated into and forms part of these Terms of Use.

### **Entire Agreement**

These Terms of Use (and other documents referred to in them) represent the entire understanding between you and us concerning the viewing, accessing and use of the Website and Content and all prior promises, representations, understandings, arrangements, agreements are revoked and upon which we each agree we have not relied.

### **Irish Law Applies**

Ireland is the place of performance in respect of this Website.

The Terms of Use are governed by and construed in accordance with the laws of Ireland, and you agree that the courts of Ireland have exclusive jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with these Terms of Use. However, this does not prevent us from instituting proceedings outside of Ireland.

### **Version 2**

**Last updated May 2021**