

## MiiCare TERMS AND CONDITIONS

Last updated: August 20, 2020

Please read these terms and conditions carefully before using Our Service.

### INTERPRETATION AND DEFINITIONS

#### INTERPRETATION

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### DEFINITIONS

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: United Kingdom
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to MiiCare Limited, 70 Wilson St, London, EC2A 2DB.
- **Device** means the MiiCube
- **VIP** means the person whom the MiiCube will be monitoring
- **Subscriber** in this case refers to the person accessing the data and registered to receive the alerts
- **Application (App)** refers to the software through which the monitoring activities can be viewed
- **Accessories** means the devices sold by MiiCare to work in conjunction with the MiiCube
- **Service** refers to the MiiCube and associated accessories, data subscription and associated apps used to provide monitoring and alerts.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to MiiCare, accessible from [www.miicare.co.uk](http://www.miicare.co.uk)
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **ACKNOWLEDGMENT**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between you and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the following policies;

- 1) Privacy Policy of the Company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Application or the Website and tells you about your privacy rights and how the law protects you. Please read Our Privacy Policy carefully before using Our Service.
- 2) EULA – Our End User License Agreement defines the grant of a license to you as our customer, making it clear that the license is for limited use, revocable and non-transferable.

## **PLACING AN ORDER**

You can place an order on-line or by telephone:

Prior to an order being placed, we will ask you to confirm you have read our terms and conditions, if you are eligible for VAT exemption, then please complete a declaration.

Any order completed /or taken by phone, will also have enclosed a copy of these Terms and stating if you have declared to us over the phone that you are eligible for VAT exemption. By placing an order you are agreeing to be bound by these Terms.

Submitting an order does not mean we have accepted your order for goods. Our acceptance of the order will take place once your order has been placed, processed and the goods are despatched to you at which point these Terms will become binding and a contract will come into existence between you and us.

If any of these Terms conflict with any term of the order, these Terms will take priority.

## **DELIVERY OF GOODS**

Please note that timescales for delivery and delivery charges will vary depending on the availability of the goods and your address. Our representatives will confirm the delivery charges prior to the order being confirmed. Please allow for extra time for deliveries to the Scottish Highlands and Islands or for deliveries to addresses outside the UK.

Once your order has been placed we will contact you to advise on an expected delivery date. Occasionally deliveries can be affected by an event outside our control. Delivery of an order shall be completed when we deliver the goods to the address you gave us.

We can arrange a convenient delivery date with you and despatch the goods by courier. We can arrange delivery to your work address. If no-one is available to take delivery the courier will leave a card with their details for you to contact to arrange re-delivery.

The goods will be your responsibility from the completion of delivery.

Where you have agreed to purchase the goods from us, you will own the goods once we have received payment in full.

### **IF THE GOODS ARE FAULTY**

Our Terms will never infringe your rights as a consumer, you have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

### **SELLER'S GUARANTEE OF GOODS**

Where you have purchased the goods from us we guarantee that on delivery and for a period of 24 months from delivery, the goods shall be free from material defects and we shall repair or replace defective goods as is appropriate.

If you experience any problems with the goods, please contact us via email ([support@miicare.co.uk](mailto:support@miicare.co.uk)) and we will try to resolve the problem. If this is not possible we will make arrangements for repair or replacement of the defective part. However, this guarantee does not apply in the following circumstances or for parts that are lost or go missing after delivery.

The guarantees do not apply to any defect in the goods arising from:

- (1) fair wear and tear (where you have purchased the goods from us);
- (2) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (3) failure to operate or use the goods in accordance with our user instructions; and
- (4) any alteration or repair carried out by you or by a third party who is not one of our authorised repairers.

This guarantee is in addition to your legal rights in relation to the goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

Our services rely on: mains power at the houses where the goods are installed; mobile networks and mobile data services; and on-going email or text services to you. Occasionally there may be disruptions to these services and whilst we shall use all reasonable efforts to minimise the effect of such disruptions on our services, unfortunately we cannot guarantee that our services will be available without disruption.

We make all reasonable efforts to have our website available at all times. However, access may occasionally be restricted to allow repairs, maintenance or amendments to the contents. We shall do our best to ensure that such restrictions are kept to a minimum.

### **PRICE AND PAYMENT**

We will publish the price for the purchase of the goods and services via our price list in force at the time we confirm your order. Our prices may change at any time, but price changes will not affect orders for the purchase of goods that we have confirmed with you.

## **SUBSCRIPTIONS**

In order to use this service you will be required to set up a subscription. For the first 30 days this service is completely free of charge, but we do require you to enter your name, address and postcode in order to proceed with your order.

Where you make regular subscription payments to us in respect of the services, the amount of the subscription payments may change. We shall give you one month's notice in writing of any proposed change and you can choose to cancel the contract.

Our prices include VAT, if the rate of VAT changes any time after the date of the order is placed, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

Depending on your circumstances you may be eligible for the goods to be supplied at 0% VAT. If this is the case we ask you to confirm eligibility and complete a declaration before we take payment and deliver the goods.

An initial payment for the devices sensors and any optional accessories is due from you before delivery of the goods or provision of the services, in which case the initial payment must be received by us in cleared funds before we deliver the goods or supply the services.

Alerts are sent by email or text, as set up by you. Our prices include unlimited email and text alert messages. Text alert messages are subject to a fair usage policy

Where it has been agreed that you will make a regular payment in respect of the goods or services, these payments must be made from a UK bank account.

## **DATA**

MiiCare will not monitor alerts for your system, it is expected that someone within the care network of the VIP will be designated as the subscriber(s) and review any alerts from MiiCare and act on these accordingly. Each designated appropriate individuals (family, friends, carers, clinicians, GP's etc.) will require their own subscription if they wish to view activity via the app.

Alerts will be pushed via notifications to a mobile device. The app is not required to be downloaded to receive these alerts, however the alerts will also be visible within the app and on the website dashboard when you login.

In the event of a system problem with MiiCare, all registered individuals will receive emails regarding the issue and will be updated when it is resolved.

MiiCare is an internet based system and will therefore be reliant on a continuous internet signal for your property (either through the home WiFi or through the 3/4G Dongle. Where internet is lost, the service will no longer collect information, when it is restored the service will resume.

**MiiCare is not an alarm system and does not replace contact or visits to support the wellbeing of the VIP. Where alarms are required to maintain the safety of an individual alternative solutions may be more suitable. MiiCare cannot guarantee a 24/7 service for their**

product although the system is monitored continuously and any outages will be dealt with as quickly as possible.

We have carried out a data privacy impact assessment for this product in line with ICO recommendations. We are registered with ICO and have a strong commitment to data protection throughout our organisation. All staff complete annual refreshers on data privacy best practice, we consider data use at the beginning and throughout of any development work, and we welcome conversations with our users about their data and experience with our service.

## **PERSONAL INFORMATION**

Personal information means details that can identify you directly e.g. name, address, phone number or via a label that can identify you indirectly by linking items together. Indirect personal information is called pseudonymised data.

Anonymised data means that any personal identifying information is removed from the data entirely including any links so that it is not possible to identify you. Anonymised data is not personal information.

Once your sensors are paired with your account we will process the information as part of our service delivery. Our AI will learn your daily routine and set alerts accordingly. This information is processed in a pseudonymised format. This information varies according to your home set up as follows:

- The MiiCube will collate the information from the various sensors, talk to the VIP and provide basic information.
- Motion sensor - movements past the sensor, temperature, light & humidity;
- Door sensor - door opening and closing,
- Smart plug - device usage on the individual socket.

All personal information you provide to us is stored on our secure servers. We only share your information through a secure transmission system within the internet. The data transmitted from the monitors in your home contains no personal identifiable information, is stored in the UK and is encrypted.

A pseudonym is created to enable us to identify your data within our analytics system. This method ensures your data is seen only by those you authorise and that you do not see other people's information.

## **OUR LIABILITY TO YOU**

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

We only supply the goods for domestic and private use. You agree not to use the goods for any commercial, business or re-sale purpose.

We do not exclude or limit in any way our liability for:

- (1) fraud or fraudulent misrepresentation;
- (2) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (3) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (3) defective products under the Consumer Protection Act 1987.

Our maximum liability to you under the terms of this contract is the total amount paid by you for the goods and the services.

## **EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

An event outside our control means any act or event beyond our reasonable control including without limitation the failure of a public or private telecommunications network; failure of mains power at properties where the goods are used; failure of our server; or failure to use the goods or services in accordance with instructions.

If an event outside our control takes place that affects the performance of our obligations under these Terms:

- (1) We will post a message as soon as reasonably possible on the website which you use to access the web-service; and
- (2) Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of goods to you, we will arrange a new delivery date with you after the event outside our control is over.

Either party may cancel the contract if an event outside our control takes place and continues for longer than 4 weeks.

## **YOUR CANCELLATION RIGHTS**

Before the goods are delivered, you have the following rights to cancel an order for goods and services:

- (a) You may cancel any order for goods at any time before we despatch the goods by contacting us. We will confirm your cancellation in writing to you.
- (b) If you cancel an order and you have made any payment in advance for goods that have not been delivered to you, we will refund these amounts to you.

### **30 Day Money Back Guarantee**

Without prejudice to the statutory consumer rights of cancellation, our 30 day money back guarantee enables you to return the goods and get a full refund if you change your mind within 30 days of delivery. The goods must be returned to us and must arrive complete and 'as new' in their original packaging. If you wish to use this guarantee, contact our customer support team via email '[support@miicare.co.uk](mailto:support@miicare.co.uk)' to advise us within 30 days of receiving the goods. We will stop your web-service subscription with immediate effect to avoid future recurring payments. We recommend you ask for proof of posting from your Post Office when returning the goods in case of postal delays or losses as this will be required by us to confirm when you despatched it.

You can remove a VIP or a subscriber at any time.

You may contact us at any time to make other changes to your account. You will need your registered site administration email address to confirm identity if you contact us. We may ask for further details including the date of purchase if relevant or your site identifier before processing your request.

Refund will be made within 15 working days of us receiving the goods in good condition as defined above. If parts are missing or have been damaged, we may make a deduction from the reimbursement for loss in value of the goods. If the goods are not returned to us, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent the goods, whichever is the earliest.

### **OUR CANCELLATION RIGHTS**

Occasionally we may have to cancel an order for goods before the goods are delivered due to an event outside our control or the unavailability of stock. We will promptly contact you if this happens. If we have to cancel an order in these circumstances and you have made any payment in advance for goods that have not been delivered to you, we will refund these amounts to you.

If any payments, including direct debit payments, are not made on the due date or you are in breach of any of these Terms we have the right to cancel the contract and withhold access to data stored on our website.

### **INTELLECTUAL PROPERTY RIGHTS**

You agree and acknowledge that all intellectual property rights in the goods and services, on our website and in our database belong to us.

### **LINKS TO OTHER WEBSITES**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied,

statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **GOVERNING LAW**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **DISPUTES RESOLUTION**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## **FOR EUROPEAN UNION (EU) USERS**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## **SEVERABILITY AND WAIVER**

### **SEVERABILITY**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **WAIVER**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## **TRANSLATION INTERPRETATION**



These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

### **CHANGES TO THESE TERMS AND CONDITIONS**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

### **CONTACT US**

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [info@miicare.co.uk](mailto:info@miicare.co.uk)