

# TERMS FOR SUPPLY OF PRODUCTS

## THESE TERMS

**What these terms cover.** These are the terms and conditions on which we provide our products to you (we referred to in these terms as a “**Product**”). Part A applies where you are acting as a consumer. Part B contains amendments and additional terms that apply if you are using the Product in the course of business, commercial, scientific or academic research purposes.

**Why you should read them.** Please read these terms carefully before you submit your order to us for the Product. These terms tell you who we are, how we will provide the Product to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### Part A: Consumers

#### 1. INFORMATION ABOUT US AND HOW TO CONTACT US

**1.1 Who we are.** We are Humane Technologies Limited, a company registered in England and Wales. Our company registration number is 11143927 and our registered office is at The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ. We are not VAT registered.

**1.2 How to contact us.** You can contact us by writing to us at [sales@humanetechnologies.co.uk](mailto:sales@humanetechnologies.co.uk) or Humane Technologies Limited, The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ.

**1.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**1.4 “Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

#### 2. OUR CONTRACT WITH YOU

**2.1 How we will accept your order.** Our acceptance of your order will take place when you send us a purchase order or purchase order number, and when we confirm the receipt of this order and accept it, or when we receive an order confirmation you have made with one of our authorised

third-party vendors, at which point a contract will come into existence between you and us.

**2.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product, or because we are unable to meet a delivery deadline you have specified.

**2.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**2.4 Customers outside the UK.** We reserve the right not to accept orders from outside the UK, if you are based outside the UK and we do accept your order then nothing in these terms will affect your consumer rights applicable in your country to the extent that they cannot be limited or excluded by these terms.

### **3. OUR PRODUCTS**

**3.1 Product specification.** The description, specification and use requirements of the product is set out in its dedicated manual, on our website (<https://humanetechnologies.co.uk>) or that of our third party vendors with whom you placed your order ("the Website"). Subject to the Clauses below, the Product will be in accordance with that description and specification at the time you made your order. The description, specification and use requirements of the product might change from time to time, in which case we will contact you and inform of such changes.

**3.2 Products may vary slightly from their description.** The images of the products on the Website are for illustrative purposes only. Although we have made every effort to display the Product accurately, your Product may vary slightly from those images.

**3.3 Product packaging may vary.** The packaging of the Product may vary from that shown in images on the Website.

### **4. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the Product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the

consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 7- Your rights to end the contract).

## **5. OUR RIGHTS TO MAKE CHANGES**

**5.1 Minor changes to the Products.** We may change the Product:

**(a)** to reflect changes in relevant laws and regulatory requirements; and

**(b)** to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

**(c)** other updates to the Product provided that the Product shall always match the description of it that we provided to you before you bought it.

These changes, if they affect the description, specification and use requirements of the product, will be communicated to you by us by contacting you.

## **6. PROVIDING THE PRODUCTS**

**6.1 Delivery costs.** The costs of delivery will be as displayed to you on the Website or on the sales quotation we have sent you.

**6.2 When we will provide the products.** We will deliver the Product to you as soon as reasonably possible and in any event within the number of days stated in our sales quotation we have sent you or stated on the Website where you placed your order, after the day on which we accept your order.

**6.3 We are not responsible for delays outside our control.** If our supply of the Product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.

**6.4 Collection.** We do not allow the collection of goods from our premises.

**6.5 If you are not at your delivery address when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, our delivery partner will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

**6.6 If you do not re-arrange delivery.** If you do not collect the products from our delivery partner as arranged or if, after a failed delivery

to you, you do not re-arrange delivery or collect them from a delivery depot our delivery partner will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, our delivery partner is unable to contact you or re-arrange delivery or collection we may end the contract and Clause 9.2 will apply.

**6.7 Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

(a) we have refused to deliver the goods;

(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that delivery within the delivery deadline was essential.

**6.8 Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Clause 6.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

**6.9 Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under Clause 6.7 or Clause 6.8, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at [sales@humanetechnologies.co.uk](mailto:sales@humanetechnologies.co.uk) for a return label or to arrange collection.

**6.10 When you become responsible for the goods.** The Product will be your responsibility from the time we (or our delivery partner) deliver the Product to the address you gave us.

**6.11 When you own goods.** You shall take legal ownership of the Product once we have received payment in full.

**6.12 Ordering through third party vendors.** Where you have ordered the Product through a third party vendor (such as Amazon or a distributor) then their delivery terms will apply to your order and where they are different to the terms set out above the third party terms shall take priority over Clauses 6.1 – 6.6.

## **7. YOUR RIGHTS TO END THE CONTRACT**

**7.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Product repaired or replaced or to get some or all of your money back), see Clause 10;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 7.2;

(c) If you have just changed your mind about the product, see Clause 7.3. You may be able to get a refund if you are within the 14-day cooling-off period referred to in Clause 7.3, but this may be subject to deductions and you will have to pay the costs of return of any Products;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see Clause 7.4.

**7.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the Product or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the Products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

(e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see Clause 6.7)).

**7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**7.4 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see Clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. The contract for the Product is completed when the Product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **8. HOW TO END THE CONTRACT WITH US**

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**(a) Phone or email.** Email us at [sales@humanetechnologies.co.uk](mailto:sales@humanetechnologies.co.uk).

**(b) Online.** Complete the contact form on our website.

**(c) By post.** Write to us at the above address.

**8.2 Returning products after ending the contract.** If you end the contract for any reason after the Product has been dispatched to you or you have received it, you must return it to us. You must either return the goods in person to where you bought them, post them back to us at Humane Technologies Limited, The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ. Please email us at [sales@humanetechnologies.co.uk](mailto:sales@humanetechnologies.co.uk) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

**8.3 When we will pay the costs of return.** We will pay the costs of return:

(a) if the products are faulty or misdescribed;

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

(c) if you are exercising your right to change your mind.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

**8.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

**8.5 How we will refund you.** We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**8.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**8.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a product to us, see Clause 8.2.

## **9. OUR RIGHTS TO END THE CONTRACT**

**9.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

**(a)** you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

**(b)** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

**(c)** you do not, within a reasonable time, allow us to deliver the Products; or

**9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **10. IF THERE IS A PROBLEM WITH THE PRODUCT**

**10.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at sales@humanetechnologies.co.uk or Humane Technologies Limited The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ.

**10.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Product. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then



you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 7.3.

**10.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject the Product you must either return it in person to where you bought it, post it back to us or (if not suitable for posting) allow us to collect it from you. We will pay the costs of postage or collection. Please email us at [sales@humanetechnologies.co.uk](mailto:sales@humanetechnologies.co.uk) for a return label or to arrange collection.

## **11. PRICE AND PAYMENT**

**11.1 Where to find the price for the Product.** The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order or on the sales quotation we have sent you. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 11.3 for what happens if we discover an error in the price of the product you order.

**11.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay (if applicable), unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**11.3 What happens if we got the price wrong.** It is always possible that, despite our efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**11.4 When you must pay and how you must pay.** Where you have ordered through a third party vendor you must pay that vendor at the time of order in accordance with their terms and procedures. Where you order directly from us, we accept payment via bank transfer or with credit and debit cards and other forms of payment listed on our order pages or on the sales quotation we have sent you. You must pay for the Product by the date listed on the sales quotation we have sent you. We will not charge your credit or debit card until we dispatch the Product to you.

**11.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**11.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at Clause 10.2.

**12.3 Damage to your other digital content or devices.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you reasonable compensation up to a maximum of £250. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**12.4 We are not liable for business losses.** We only supply the products under this Part A for private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of

business opportunity under this Part A and you are subject to the applicable terms of Part B below.

**12.5 Use of the Product other than in accordance with the use requirements.** We are not liable for losses that you suffer as a result of using the Product in contravention of the use requirements that we clearly state on our Website or in our latest, up-to-date product manual and related documentation.

### **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**13.1 How we may use your personal information.** We will only use your personal information as set out in our <https://humanetechnologies.co.uk/privacy-policy>.

### **14. OTHER IMPORTANT TERMS**

**14.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if that person would have otherwise been required to pay for the digital content.

**14.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**14.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**14.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**14.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect

of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **Part B: Business, Commercial, Scientific and Academic Users**

### **1. APPLICATION**

Where you intend to use the Product for business, commercial, scientific or academic purposes, for example in the context of your employment with a business or at a scientific or academic institution then Part A of these terms shall apply except to the extent amended by this Part B. If there is a conflict between Part A and Part B then this Part B shall take priority.

1. Clauses 7.3, 8.3(c), 8.6, will not apply.
2. The provisions of Clause 10.2 shall not apply and will be replaced by the following:

The product is provided with the following warranty: for a period of 30 days from the date of delivery the Product will materially conform to the description and any specification set out or referred to in its accompanying documentation. Your sole and exclusive remedy in connection with this warranty is that at our discretion we will repair or replace the faulty Product or terminate the contract and refund the charges paid by you for the faulty Product.

3. The provisions of Clause 12 shall not apply and will be replaced by the following:

12.1 Notwithstanding any provision to the contrary, nothing in these terms shall limit or exclude any liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

12.2 Subject to Clause 12.1, we shall not be liable in any circumstances for any consequential, special, incidental or indirect losses, or the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; loss arising from failing to follow the use requirements of the Product on our Website or in associated, latest, up-to-date product manual and additional documentation (or any losses arising from a claim by a third party for any of the above losses); whether arising under contract, statute, tort (including without limitation, negligence), or otherwise.

12.3 Subject to Clauses 12.1 and 12.2, our aggregate liability for all claims arising under or in connection with the contract and the Product

(whether arising under contract (including without limitation, in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation negligence) or otherwise) shall be limited to charges paid for the Product that gave rise to such claim.

4. Either us or you shall be entitled to terminate the contract if the other party presents a petition or have a bona fide petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts.

5. These terms contain the entire agreement between us and supersede and replaces all other written and oral communications between us relating to the Product. Each of us hereby confirms that we have not relied upon any representations, communications or other matters which have not been expressly stated in these terms, whether as an inducement to enter into these terms or otherwise. Notwithstanding any provision to the contrary, nothing in these terms limits or excludes either party's liability for fraudulent misrepresentations.

# Terms and conditions of use

## Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Humane Technologies Limited, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Humane Technologies Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Humane Technologies Limited and accessing the Website in connection with the provision of such services.

This terms and conditions should be read alongside, and in addition to the following:

Our Privacy Policy, which can be found at: <https://humanetechnologies.co.uk/privacy-policy>.

If you download digital content, our terms found at: <https://humanetechnologies.co.uk/terms-for-downloading-digital-content>.

If you purchase a product, our terms found at: <https://humanetechnologies.co.uk/terms-for-product-purchase>.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## Who we are and how to contact us

Humane Technologies Limited is a company incorporated in England and Wales with registered number 11143927 whose registered address is The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ and it operates the Website <https://humanetechnologies.co.uk>.

You can contact Humane Technologies Limited by email on [contact@humanetechnologies.co.uk](mailto:contact@humanetechnologies.co.uk).

## You Must Keep Your Account Details Safe

1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the details above.

### **Intellectual property and acceptable use**

4. All Content included on the Website, unless uploaded by Users, is the property of Humane Technologies Limited, our affiliates or other relevant third parties. In these terms and conditions, **Content** means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
5. You may, for your own personal, non-commercial use only, do the following:
  - a. retrieve, display and view the Content on a computer screen
  - b. download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)
  - c. print one copy of the Content
6. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Humane Technologies Limited.

### **Prohibited use**

7. You may not use the Website for any of the following purposes:
  - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
  - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
  - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

### **Links to other websites**

8. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Humane Technologies Limited or that of our affiliates.
9. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
10. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.



## **Linking to our website**

11. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
12. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
13. You must not establish a link to our site in any website that is not owned by you.
14. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
15. We reserve the right to withdraw linking permission without notice.
16. The website in which you are linking must comply in all respects with the content standards set out in these terms of use.
17. If you wish to link to or make any use of content on our site other than that set out above, please contact us on the details above.

## **Privacy and Cookie Policy**

18. We will only use your personal information in accordance with our Privacy Policy. Use of the Website is also governed by our Cookie Policy, which is contained in the Privacy Policy. To view the Privacy or Cookie Policy, please use the following link:  
<https://humanetechnologies.co.uk/privacy-policy>.

## **Availability of the Website and disclaimers**

19. Any online facilities, tools, services or information that Humane Technologies Limited makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Humane Technologies Limited is under no obligation to update information on the Website.
20. Whilst Humane Technologies Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
21. Humane Technologies Limited accepts no liability for any disruption or non-availability of the Website.
22. Humane Technologies Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

23. This website may include information and materials uploaded by other users of the site, including interactive features on our blog. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values. If you wish to complain about information and materials uploaded by other users please contact us using the details above.

## **Our responsibility for loss or damage suffered by you**

### **24. Whether you are a consumer or a user that is not a consumer:**

- a. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- b. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our terms and conditions of supply <https://humanetechnologies.co.uk/terms-for-product-purchase>.

### **25. If you are a user that is not a consumer:**

- a. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- b. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - i. use of, or inability to use, our site; or
  - ii. use of or reliance on any content displayed on our site.
- c. In particular, we will not be liable for:
  - i. loss of profits, sales, business, or revenue;
  - ii. business interruption;
  - iii. loss of anticipated savings;
  - iv. loss of business opportunity, goodwill or reputation; or
  - v. any indirect or consequential loss or damage.

### **26. If you are a consumer user:**

- a. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- b. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation up to a maximum of £250. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you

free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## **General**

27. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
28. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
29. These terms and conditions together with the other terms and conditions referenced above contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
30. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
31. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
32. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

## **Governing law**

33. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
34. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

**The “Terms and Conditions” were last updated on 6<sup>th</sup> September 2021**

# TERMS FOR DOWNLOADING DIGITAL CONTENT

## THESE TERMS

**What these terms cover.** These are the terms and conditions on which we supply digital content to you (we refer to this digital content in these terms as a “**Product**”). The Product is provided free of charge and in consideration of us agreeing to provide the Product to you, you are agreeing to abide by these terms. Part A applies where you are acting as a consumer. Part B contains amendments and additional terms that apply if you are using the Product in the course of scientific or academic research purposes. The Product is not supplied for business or other commercial uses.

**Why you should read them.** Please read these terms carefully before you submit your order to us i.e., request to download the Product. These terms tell you who we are, how we will provide the digital content to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### Part A: Consumers

#### 1. INFORMATION ABOUT US AND HOW TO CONTACT US

**1.1 Who we are.** We are Humane Technologies Ltd., a company registered in England and Wales. Our company registration number is 11143927 and our registered office is at The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ.

**1.2 How to contact us.** You can contact us by writing to us at [contact@humanetechnologies.co.uk](mailto:contact@humanetechnologies.co.uk) or Humane Technologies Limited, The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ.

**1.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**1.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## **2. OUR CONTRACT WITH YOU**

**2.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**2.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this. As the product is provided free of charge we have no obligation to accept your order.

**2.3 Customers outside the UK.** We reserve the right not to accept orders from outside the UK, if you are based outside the UK and we do accept your order then nothing in these terms will affect your consumer rights applicable in your country to the extent that they cannot be limited or excluded by these terms.

## **3. OUR PRODUCTS**

**3.1 Products may vary slightly from their description.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the product accurately, your product may vary slightly from those images.

## **4. OUR RIGHTS TO MAKE CHANGES**

**4.1 Minor changes to the products.** We may change the product:

**(a)** to reflect changes in relevant laws and regulatory requirements; and

**(b)** to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

**(c)** other updates to digital content provided that the digital content shall always match the description of it that we provided to you before you bought it.

**(d)** Humane Technologies Limited reserves the right to make a charge for downloading content and any software and we reserve the right to issue and to revoke software licences at any time and without prior notice.

## **5. PROVIDING THE PRODUCTS**

**5.1** We will make the digital content available for download by you as soon as we accept your order.

**5.2 We are not responsible for delays outside our control.**

If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.

**5.3 When you become responsible for the product.** You are responsible for keeping the product secure and for backing-up your copy of the digital content.

## **6. OWNERSHIP OF THE PRODUCT**

**6.1** We retain all ownership in the products, and we give you a right to use them in accordance with these terms.

## **7 YOUR RIGHTS TO USE THE PRODUCT**

**7.1 Grant of licence.** We hereby grant to you a personal, non-transferable, non-exclusive, non-sub licensable, revocable, royalty-free licence to use the Product on a perpetual basis solely and strictly limited to your own use as a consumer provided that you observe the following restrictions:

(a) You shall not grant sub-licences, in whole or in part, of any of the rights granted under these terms without our express written consent.

(b) You may change, amend or develop the Product provided that you provide us with a perpetual, non-exclusive, royalty free, world-wide, sub-licensable, transferrable licence to any such changes, amendments or developments that you make.

(c) You shall comply with all applicable laws in using the Product and exercising your rights under these terms.

(d) You shall ensure that the Product is kept secure and prevent unauthorised access, copying, modification, storage, reproduction, display or distribution of the Product.

(e) You agree to submit and send any changes, amendments or developments you make to Humane Technologies Limited on demand and you agree to provide us at no cost to us a perpetual, non-exclusive, royalty free, world-wide, sub-licensable, transferrable licence to any such changes, amendments or developments that you make.

**7.2 Misuse.** If you become aware of any misuse of the Product you should notify us as soon as possible.

## **8. HOW TO END THE CONTRACT WITH US**

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**(a) Email.** Email us at [contact@humanetechnologies.co.uk](mailto:contact@humanetechnologies.co.uk).

**(b) Online.** Complete the contact form on our website.

**(c) By post.** Write to us at the above address.

**8.2 Deleting products after ending the contract.** If you end the contract for any reason after the product has been downloaded you must not continue to use the product and you must delete it from your computer, including any copies you have made.

## **9. OUR RIGHTS TO END THE CONTRACT**

**9.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

**(a)** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

**(b)** you do not, within a reasonable time, allow us to deliver the products; or

**(c)** you break any of the licence terms set out Section 7.2 and where it is possible for you to correct that you do not correct it within 30 days of us asking you to.

## **10. IF THERE IS A PROBLEM WITH THE PRODUCT**

**10.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at [contact@humanetechnologies.co.uk](mailto:contact@humanetechnologies.co.uk) or Humane Technologies Limited, The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, United Kingdom, CV4 7EZ.

**10.2 Summary of your legal rights.** See the underlined text below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

- If you can show the fault has damaged your device or other digital content and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

**10.3 No other warranties.** Other than as described in Section 10.2, taking into account that the Product is provided free of charge, the Product is provided "as is" without any other warranty to the extent permitted by applicable law.

## **11. PRICE AND PAYMENT**

**11.1** The product is provided to you free of charge.



## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at Section 10.2; and for defective products under the Consumer Protection Act 1987

**12.2 Damage to your other digital content or devices.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you reasonable compensation up to a maximum of £250. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**12.3 We are not liable for business or similar losses.** We are supplying these products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**12.4 Our liability for other losses.** Except as set out in Sections 12.1 and 12.2, taking into account the Product is provided free of charge, we shall not be liable in any circumstances for any losses (whether they were a foreseeable or unforeseeable result of our breaking this contract or our failing to use reasonable care and skill or any other losses however they arise).

## **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**13.1** We will only use your personal information as set out in our <https://humanetechnologies.co.uk/privacy-policy>.

## **14. OTHER IMPORTANT TERMS**

**14.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if that person would have otherwise been required to pay for the digital content.

**14.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**14.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**14.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**14.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the

Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**14.7 These terms contain the entire agreement between us** and supersedes and replaces all other written and oral communications between us relating to the Product. Each of us hereby confirms that we have not relied upon any representations, communications or other matters which have not been expressly stated in these terms, whether as an inducement to enter into these terms or otherwise. Notwithstanding any provision to the contrary, nothing in these terms limits or excludes either party's liability for fraudulent misrepresentations.

## **Part B: Scientific and Academic Users**

### **APPLICATION**

Where you intend to use the Product for scientific or academic purposes, for example in the context of your employment at a scientific or academic institution then Part A of these terms shall apply except to the extent amended by this Part B. If there is a conflict between Part A and Part B then this Part B shall take priority.

1. The licence contained in Section 7 shall extend to scientific and academic use solely for the benefit of the academic or scientific institution you are employed by.

2. The provisions of Section 10.2 shall not apply and will be replaced by the following:

(a) The product is provided "as is" without any warranty

3. The provisions of Section 12 shall not apply and will be replaced by the following:

12.1 Notwithstanding any provision to the contrary, nothing in these terms shall limit or exclude any liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

12.2 Subject to Section 12.1, taking into account that the Product is provided free of charge, we shall not be liable in any circumstances for any direct losses, consequential, special, incidental or indirect losses, or the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses); whether arising under contract, statute, tort (including without limitation, negligence), or otherwise.

4. Either us or you shall be entitled to terminate the contract if the other party presents a petition or have a bona fide petition

presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts.

**The “Terms for Downloading Digital Content” was last updated on 6<sup>th</sup> September 2021.**