

# Mylo Terms and Conditions

## ABOUT US AND OUR SERVICES

Business details: CR Robotics is a business registered in Ireland with registered number 618201, the registered office being Clonmannon House, Clonmannon, Ashford, County Wicklow, A67 HF74. Any reference to "CR Robotics", "Mylo" "our", "us" and "Company" are references to CR Robotics.

We provide communication, monitoring and companionship services via our app ("**App**") and Mylo the Robot ("**Robot**"). When you use the App or Robot, you may access our Services ("**Services**"). Our Services are video calls, messaging, remote monitoring, heart rate monitoring, daily living reminders and access to third party apps such as YouTube.

Our Robot is used by users ("**Users**") and our App is used by the family or carer primary contact ("**Primary Contact**").

### 1. GENERAL

Please read these terms carefully so that you understand them.

These terms include details on our complaints procedure and what is required from you to provide the Services. You will be asked to accept these terms as part of your account registration. We may update the terms from time to time, and if your rights change we will always notify you of this. If you do not agree to, or cannot comply with these terms as amended, you should not use the App or Robot. You will be deemed to have accepted these terms as amended if you continue to use the App or Robot after any amendments are made.

Our Privacy Policy sets out how your personal information will be used by us, which can be accessed as part of the account registration process, via the App, and on our Robot.

We aim to give you the best possible experience. We value hearing from you so if you have any questions or ideas, or if you need to provide notice to us, please get in touch with us at [info@heymylo.com](mailto:info@heymylo.com)

We would like to remind you that:

- A. Some conditions are not suitable for remote monitoring and we recommend that you check our FAQs prior to use of the services which may help you in assessing their suitability in relation to your symptoms
- B. We need certain information from you in order to provide services
- C. The App and Robot are not suitable for managing medical emergencies
- D. The App and Robot are not suitable for unrestricted use by persons under 16

## **2. OUR SERVICES**

### **2.1 GENERAL**

We provide our services using our App and Robot.

Some medical conditions are not suitable for our services.

All services are currently only provided in English.

You should not use our services in an emergency.

Our services provide information and monitoring, they do not provide medical advice, diagnosis and/or treatment.

### **2.2 WHAT WE NEED FROM YOU TO MAKE OUR SERVICES WORK**

We need information from you so that we can provide our services to you. We can only provide the services in accordance with these terms if you provide us with the information we need. You must ensure that any information you give to us or enter into the App is accurate and in English. You must tell us if any of our information about you is or becomes inaccurate or incomplete.

### **2.3 CHILDREN AND OUR SERVICES**

Adults can use our App and Robot on behalf of children, but children shouldn't use our services themselves. The App can be used by a registered Primary Contact and the Robot used by children if the App is used by the parent, guardian or carer of the children.

We may suspend services or terminate user accounts if we reasonably suspect that they are being used in breach of the restrictions in this section.

## **2.4 MONITORING SERVICES**

The App is able to access the Robot and provide the Primary Contact with video and audio access to the User's home ("**Remote Monitoring**"). The App is able to display heart rate levels for wellness monitoring. The User must wear our paired watch for this data to be provided.

Monitoring services are not a medical device nor should they be used for treatment of any condition.

Data may be input into the App for Monitoring manually by the Primary Contact and through third party devices or data streams which connect with the App for example through a watch;

Monitoring provides the display of audio, visual and data. It is limited to the receipt of data from the above sources, it does not provide diagnostic or other advice and recommendations.

It is your responsibility to update the data stored for Monitoring and to ensure that it is current and up to date. We do not update or monitor the data in your account nor accept responsibility for ensuring that all activity through the App is logged for Monitoring.

Monitoring may make use of data feeds from third party providers which you provide access to. You acknowledge and agree that available data feeds may vary from time to time, that we make no guarantee that any particular data feed will be available at a particular time, and that data feeds may require your authorisation in order to be accessible to you via the App.

## **2.5 ACCESSING OUR SERVICES**

Our services are accessed remotely using the internet, data networks and devices which can access the internet ("**Infrastructure**") and operate the App and Robot. We make the App and Robot available for access using Infrastructure, but are not responsible for Infrastructure ourselves. If you wish to use the Services, you should ensure you have an internet-enabled device and a sufficient internet connection available.

Technical or security threats or issues affecting the Infrastructure may require us to suspend our services in order to ensure they are secure and/or operating optimally. We will minimise these suspensions, but are not responsible to refund charges or compensate you if they occur, unless they exceed 30 days in aggregate in any 12 month period, in which event you may cancel your agreement with us.

We operate anti-virus and malicious software prevention measures on the Websites and our App, but we cannot guarantee that our services will always be virus-free. You should ensure that your devices used to access services are protected against viruses and malicious software. You must not use or expose the App or the Websites to virus or malicious software contamination.

You must not attempt to gain unauthorised access to the services, App or Websites. Installation of the App on a device that has had its operating system compromised by the process of Jailbreaking (Apple iOS) or Rooting (Android) is not permitted and may result in the security of your personal data being compromised.

## **2.6 OTHER LIMITS ON OUR SERVICE**

We do not guarantee the availability of all of our Services at any particular time.

Our Services are designed to be accessed remotely by any of our Users and Primary Contacts, and are not designed for non-English speakers.

We may need to ask you for certain personal information to provide our services. If you do not provide this information when requested, we may be unable to provide our services.

The App and Robot have not been developed to meet your individual requirements. It is therefore your responsibility to ensure that the Services meet your requirements.

The App and Robot are not designed as, nor may you use it as, a device to detect, diagnose, treat or monitor any medical or health condition or to establish the existence or absence of any medical or health condition.

We may suspend your access to services or terminate your account with us if your use of services breaches any of these terms.

### 3. TECHNICAL REQUIREMENTS FOR USING THE APP AND ROBOT

The App includes software provided by people other than the Company, and uses certain data that you provide to work.

We recommend that you use a wireless network to access the Robot and App. The Services provided by the Robot require an internet speed of at least 20Mbps. We recommend you avoid use of public wi-fi facilities in favour of a personal wi-fi connection, and that the wireless network is secured with WPA-2 security. We recommend that the device from which you access the App is password protected, set to lock after a short period of inactivity, and protected with suitable anti-virus and anti-malware software.

The App operates only on iPhone version 4S or higher running iOS 10 or higher, or Android-enabled phones running Android v4.3 or higher. It requires a consistent 4G or faster data connection and does not operate reliably on 3G, GPRS or EDGE connections.

From time to time, updates to the App and Robot may be made available to you. You must use the latest version of the App and Robot at all times. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

### 4. EQUIPMENT

We rent to the User/Primary Contact the following equipment (the "**Equipment**"):

Mylo unit ("**Robot**")

Mylo unit charging station and cables ("**Charging station**")

Watch and charger ("**Watch and Charger**")

The User/Primary Contact is entitled to possession of the Equipment on the first day of the Rental Term. At the expiration of the Rental Term, the User shall surrender the Equipment by returning the Equipment in good condition and working order, ordinary wear and tear excepted.

The Equipment shall remain exclusive property of the Company.

The Equipment is provided to the User / Primary in a good and acceptable condition. On delivery of the Equipment the User / Primary contact must inspect the Equipment. If the Equipment is installed and no communication is received by the Company on the day of installation to report any faults, then it acknowledged that the Equipment was provided in good and acceptable condition.

The User/Primary Contact will, at their sole expense, keep and maintain the Equipment clean and in good working order and repair during the Rental Term. In the event the Equipment is lost or damaged beyond repair, the User / Primary Contact shall pay to the Company the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Rental Term.

If you are required to return the Equipment under the terms of this Agreement, but at such time the condition of the Equipment is damaged beyond normal wear and tear, the Company may, at their discretion charge the User / Primary Contact for the damage.

The charges that will be made due to damage caused by the User / Primary contact are:

<b>Unit Part</b>	<b>Cost (€)</b>
Watch	190
Charging Station	220
Screen	420
Arms (per arm)	120
New Unit	Full deposit
Wheel(per wheel)	90
Cable	70
Branding Stickers (per sticker)	30
Beacons or associated hardware	140

Gear/Motor Repair	150
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## 5. HOW WE MAY USE YOUR PERSONAL INFORMATION

We use your personal information in accordance with our Privacy Policy. Please take the time to read it as it includes important details about how we secure and process your data.

## 6. EVENTS OUTSIDE OUR CONTROL

### **Sometimes, you will not be able to receive services – this section explains why**

We may not be able to provide our services if they are affected by events outside our control. We are not responsible to you if this happens, but if it does, we will notify you as soon as we can and take the steps that we reasonably can to minimise the interruption to our services.

If there is the risk of a delay of more than 2 weeks to service performance, you may cancel your agreement with us (and we may do the same).

## 7. PRICE AND PAYMENT

The price of our Services will be set out on the website at the time of our commitment to provide Services. Our prices may change at any time, but price changes will not affect any services that you have already ordered.

You are responsible for paying the price for our services ("**Charges**"). Charges exclude VAT, where applicable, unless otherwise stated.

We will usually charge you for services at the time you order them.

You can pay for services using a credit or debit card through the website.

Subscriptions available are monthly (each a "**Minimum Subscription Period**"). Minimum Subscription Period charges are payable up-front in advance.

All subscriptions will automatically renew. We will take payment at the end of each month unless you cancel your subscription in accordance with section 19 prior to the end of the relevant Minimum Subscription Period. We may suspend our provision of services if you do not pay any of our Charges on time.

All subscriptions are subject to paying a one month deposit. Orders will not be processed if the deposit has not been paid.

## **8. LIABILITY**

Because these terms are part of a binding legal agreement, we must compensate you for the loss you suffer if our service doesn't comply with these terms. However, we don't compensate you for all losses.

If we break any of these terms and you suffer loss or damage, we are responsible for compensating you for that loss or damage if it was a foreseeable result of our breaking of these terms.

We are not responsible for compensating you for loss or damage that is not a foreseeable result of breaking these terms. Nor will we be liable for indirect, incidental, special or consequential damages.

We are responsible for compensating you for personal injury or death caused by our negligence and for defective products where we are legally responsible for their supply. Subject to doing this, and subject to applicable law, we will not be liable to you for an amount greater than the fees paid to us by you.

We provide digital content that is defective and damages a device or other digital content belonging to you, and we have not used our reasonable skill and care, we will compensate you or repair the device or content (at our election).

We will not be liable for any loss or damage resulting from defective digital content where you have failed to follow our usage instructions or advice in these terms.

We supply the services for private personal use and we are not responsible for any losses you suffer arising out of the use of the services which are business losses.

We design our services, the App and the Robot to keep your personal health data secure and it is important that you follow the usage instructions and advice in these terms in order to keep your data safe. We are not liable for loss or unauthorised access to your data where it results from you not following these instructions and advice.

## **9. OUR IP AND BRAND**

We own the copyright and other intellectual property rights in the App, Robot, our services and their content.

You are permitted to use our App and Robot to receive our services. You are not permitted to copy, distribute or make any business use of our App and Robot. You must not remove or obscure any branding regarding the Company.

The Mylo and/or CR Robotics mark, logo, combined mark and logo and other marks indicated in our App and on our Robot are our trademarks of the Company or its affiliates in Ireland and the United Kingdom.

## **10. LICENCE AND APP USE**

You must not misuse the Robot or the App.

We grant you a limited licence to access and make personal use of the App and Robot and not to modify them, or any portion of them, except with our express written consent of the Company. You are not allowed to use any of the materials on the Roboto or the App

for commercial purposes; any derivative use of the App or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.

The App or any portion of the App may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. Any unauthorised use terminates the permission or licence granted by the Company.

You may not use any logo or other proprietary graphic or trademark of ours, without our express written permission.

The App, Robot or any Service may contain links to other independent third party websites ("**Third Party Sites**"). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content. You will need to make your own independent judgement regarding your interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them. If any open-source software is included in the App or Robot, the terms of an open-source licence may override some of the terms set out in this section.

Reservation of rights: Any rights not expressly granted in these Terms are reserved.

## **11. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our App will be secure or free from bugs or viruses.

You must not attempt to gain unauthorised access to our App, the server on which our App is stored or any server, computer or database connected to our App. You must not attack our App via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Criminal Justice (Offences Relating to Information Systems) Act 2017. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our App will cease immediately.

## **12. LINKS FROM OUR APP AND TO OTHER WEBSITES**

Third party websites: Links to third party websites on the App are provided solely for your convenience. If you use these links, you leave the App. We have not reviewed and do not control any of these third party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third party websites linked to the App, you do so entirely at your own risk.

## **13. CANCELLATION**

You can cancel the Minimum Subscription Period with us at any time without additional charge. In such case, your cancellation will take effect at the end of the Minimum Subscription Period you have paid for and no further payment will be taken.

You may cancel your agreement with us and your Subscription within 14 days of the day on which your Subscription begins ("**Cancellation Period**"). We will refund your

Subscription fee to you within 14 days from the day on which we receive your cancellation notice provided that, if you use the App or within the Cancellation Period and you subsequently choose to cancel the Subscription services within the Cancellation Period, we may reduce the amount of any refund (or take payment from you) to recover the cost of any usage.

You may end your agreement with us:

- if the services are unavailable for reasons outside our control or for technical reasons as set out in these Terms;
- if you do not agree with a material change we propose to make to these Terms
- if we have failed to fix or re-perform services not provided to the standards set out in these Terms

If you want to cancel your agreement, you must give us notice by calling us on (0) 153 147 41 or email us at [info@heymylo.com](mailto:info@heymylo.com)

We may end our agreement with you, subject to applicable regulation:

- if the services are unavailable for reasons outside our control
- if you do not comply with the conditions on use of services set out in these Terms
- if you break any other term of this agreement and do not make good that break within 7 days of when we ask you; or
- if you do not pay us any Charges on time.

#### **14. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

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.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@heymylo.com](mailto:info@heymylo.com).

## **15. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Robot or App, you accept that communication with us will be mainly electronic. We will contact you by email and occasionally by telephone. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights. When we contact you, we will do so in accordance with our Privacy and Cookies Policy.

## **16. ADDITIONAL TERMS**

**Severability:** If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**Entire agreement:** These Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede and replace all previous discussions, correspondence, negotiations, previous agreements, understandings or agreement between us relating to the subject matter.

**No waiver:** Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of your right or our rights.

**Headings:** The headings in the Terms are included for convenience only and shall not affect their interpretation.

If there is any proposed transfer of our rights and obligations under these terms, we will always notify you in writing and this will not affect your rights under these terms.

As our services are personalised, you may only transfer your rights or your obligations under these terms to another person if we agree.

## **17. CHANGES TO THESE TERMS**

We may need to change these terms sometimes, for example, when the rules regulating our services change, in order to ensure that our services are secure and your information is safe, or when we update or modify our services or our Charges. If we make a change to these terms that affects your rights or obligations, we will notify you.

## **18. COMPLAINTS AND DISPUTES**

You can always give us feedback on our services by calling or emailing us via the details provided in the 'About' section above.

If you have a complaint about our services, we would like to resolve it as soon as possible. Please tell us about your complaint as soon as you can so that we can do this.

If you wish to make a formal complaint about our services, you should do so as soon as possible by calling or emailing us via the details provided in the 'About' section above. We may ask you for certain details about you and your complaint to address it. Please provide these as soon as you can so that we can resolve your complaint quickly.

If any disagreement between you and us arises in connection with these terms, we will attempt to resolve it by discussing it with you.

## **19. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by and construed in accordance with the laws of Ireland. Disputes or claims arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Ireland.