



## Knowlepsy Terms and Conditions of Sale

**Please read these Terms and Conditions of Sale carefully before purchasing products or subscriptions ("Products") from Knowlepsy Investment SAS ("us", "we", "our", or "Knowlepsy"). These Terms and Conditions, along with our Terms of Use where applicable, govern your purchases and use of Knowlepsy products, which include, but are not limited to, wearable devices, biosensors, and other products offered by Knowlepsy and its authorized partners ("Authorized Partners").**

By placing an order, you affirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you should not proceed with purchasing any Products.

We may modify these Terms at any time; thus, we encourage you to review them prior to each purchase. If you have questions regarding these Terms, you can contact Knowlepsy at [contact@knowlepsy.com](mailto:contact@knowlepsy.com).

### **Key clauses to be particularly aware of include:**

- Payment obligations (Section 5)
- Disclaimers (Section 10)
- Limitation of liability (Section 12)

### **1. Introduction**

Knowlepsy Products, such as wearable devices, are designed to collect and manage health data. Some products may require acceptance of our Terms of Use.

### **2. Authorized Partners**

Knowlepsy may collaborate with certain brands to offer integrated products. These partners and their products will be identified in our store.

### **3. Availability**

All products are subject to availability. We reserve the right to limit quantities, refuse orders, or discontinue products without notice.

### **4. Pricing**

Prices exclude taxes and shipping fees as applicable. Prices are subject to change, but changes will not affect orders already placed. We do not provide price protection or refunds in the event of a price drop.

### **5. Payment**

You agree to pay the total amount for the products as per the provided payment terms. We may use a third-party payment processor to bill you through the payment information linked to your account.

### **6. Resale and Title Transfer**

Products are for end-user use only and not for resale. Title transfers to the buyer upon our delivery of products to the carrier.

### **7. Shipping and Delivery**

Shipping methods and charges are described on our website. Delivery dates are estimates and not guaranteed.

### **8. Returns and Exchanges**

We accept returns of unworn wearables and accessories within 30 days of delivery unless marked non-returnable. You must bear the costs of returning products.

### **9. Product Compatibility**

You agree that incompatibility does not constitute a defect under our limited warranties.

## **10. Warranties and Disclaimers**

We disclaim all warranties to the extent permitted by law, except as expressly provided otherwise in our limited warranties. You use the products at your own risk.

## **11. Upgrade Policy**

Upgrading your device does not alter the terms of your subscription.

## **12. Limitation of Liability**

We are not liable for indirect damages beyond the amount paid for a product, except where prohibited by law.

## **13. Data Protection**

By purchasing, you agree that Knowlepsy may use your information in accordance with our Privacy Policy.

## **14. Electronic Communications**

By using our services, you consent to receive communications from us electronically.

## **15. Notices**

Notices may be sent to you electronically or posted on our website.

## **16. Force Majeure**

We are not liable for delays caused by circumstances beyond our reasonable control.

## **17. Intellectual Property**

We reserve the right to protect our intellectual property rights and confidential information through legal action.

## **18. Assignment**

These Terms are not assignable by you without our prior written consent but may be assigned by us without restriction.

## **19. Severability**

If any part of these Terms is deemed invalid, the remainder will continue to be in effect.

## **20. Survival**

Obligations which by their nature should survive the termination of these Terms will remain in effect post-termination.

## **21. Non-Waiver**

Our failure to enforce any part of these Terms is not a waiver of our right to later enforce that or any other part of these Terms.

## **22. Export Control**

You must comply with all export and re-export restrictions and regulations of the applicable laws in your jurisdiction.

## **23. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Knowlepsy is located, and any disputes relating to these Terms will be subject to the exclusive jurisdiction of the courts of that jurisdiction.

## **24. Contact**

For questions regarding these Terms or Products, please contact us at [contact@knowlepsy.com](mailto:contact@knowlepsy.com).

## **25. Additional Terms**

Additional terms may apply to certain Products. In the event of a conflict, the additional terms will take precedence over these Terms.