

yōjō Terms and Conditions

comprising (1) Terms of Use and (2) Terms of Sale

Last updated: 7 October 2025

This page (together with the webpages and documents referred to on it) sets out:

- a) our [“Terms of Use” \(Part 1\)](#), being the terms of use according to which you may make use of our website (www.yojo.health, the **“Site”**) and each of our Services. Our **“Services”** include the Site, as well as our yōjō VNS devices (each a **“Device”**, and including any software embedded in the device), our yōjō mobile app (**“App”**), and all related services provided from time to time by us, including without limitation our provision and publication of coaching, biofeedback, educational content, and related features (each of these being a **“Service”**, which can be used individually or in combination with other Services); and
- b) our [“Terms of Sale” \(Part 2\)](#), being the terms and conditions according to which we make available and sell our range of transcutaneous auricular non-invasive vagus nerve (taVNS) stimulators, intended for consumer wellness and performance (**“Devices”**) listed on our website (our **“Site”**) to you.

The [Terms of Use](#) also govern your paid-for yōjō subscription, which may include a Device packaged together with access to certain Services (your **“Subscription”**). They will also apply if you received your Subscription for free.

Our **“Devices”** include a range of transcutaneous auricular non-invasive vagus nerve (taVNS) stimulators, sold by us for consumer wellness and performance.

The Site, Services and Devices are offered, sole, provided and operated by **Lumina Health Limited (trading as yōjō)**, a company registered in England and Wales (Company No. 13473052), with its registered office at Kingsview, Brooks Close, Weybridge, Surrey, England, KT13 0LX. We are referred to in the [Terms of Use](#) and [Terms of Sale](#) as “yōjō”, “we”, “us”, or “our.”

“You” and **“your”** refer to the person:

- a) accessing or using the Services, or if you create an account on behalf of an employer, company, organisation, or other entity; and/or
- b) purchasing, acquiring and/or using a Device, whether in connection with a Subscription (as defined in the [Terms of Use](#) or otherwise), or if you are purchasing or acquiring a Device on behalf of an employer, company, organisation, or other entity

then (i) all references to “you” in the [Terms of Use](#) and [Terms of Sale](#) includes you and that entity, and (ii) you represent and warrant that you are an authorised representative of the entity with the authority to bind the entity to the [Terms of Use](#) and [Terms of Sale](#), and that you agree to comply with the [Terms of Use](#) and [Terms of Sale](#) on the entity’s behalf.

Please read the [Terms of Use](#) carefully before you start to use the Services. By using our Services, you indicate that you accept these [Terms of Use](#) and that you agree to abide by them. If you do not agree to these [Terms of Use](#), please do not use our Services.

The [Terms of Sale](#) will apply to any contract between us for the ordering, sale and/or provision of Devices to you (“**Contract**”). Please read the [Terms of Sale](#) carefully and make sure that you understand them, before ordering any Devices from our Site. By ordering a Device from our Site, you indicate that you accept the [Terms of Sale](#) and that you agree to abide by them. If you do not agree to the [Terms of Sale](#), please do not use order or purchase any Devices. You should print a copy of the [Terms of Sale](#) or save them to your computer for future reference.

QUERIES AND CONCERNS

If you have any queries or concerns about our Terms and Conditions, any material which appears on our Services or about our Devices, please contact us:

Email: support@yojo.health

Address: Kingsview, Brooks Close, Weybridge, Surrey, England, KT13 0LX

PART 1: TERMS OF USE

1 UPDATES TO THESE TERMS OF USE

- 1.1** We may revise and update these Terms of Use from time to time in our sole discretion. This version was last updated on the date at the top of this page. All changes are effective immediately when we publish them on the Site. Your continued use of the Services following our publishing of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any such revisions or changes, as they are binding on you.
- 1.2** Should any revision or change to these Terms of Use adversely affect you in any material way, you may terminate your Subscription and request a pro-rated refund of any Subscription Fees that you have already paid by contacting support@yojo.health within 30 days of our publishing of any such change (otherwise you waive your ability to seek a refund). Any such termination will *not* entitle you to a refund in respect of any fees or payments due in respect of a Device – the terms relating to payments and cancellations relating to Devices are covered in our [Terms of Sale](#).

2 OTHER APPLICABLE TERMS

- 2.1** These Terms of Use refer to the following additional terms, which also apply to your use of our Services:
- 2.1.1** Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate.
- 2.1.2** Our Cookie Policy, which sets out information about the cookies on our Services, is included in our [Privacy Policy](#).
- 2.1.3** If you purchase goods or products (including Devices) from our Site, our [Terms of Sale](#) will apply to the purchases. Should your purchase, order and/or receive a Device, whether packaged together with a Subscription or otherwise, then your purchase, order and/or receipt thereof will similarly be subject to the [Terms of Sale](#).
- 2.1.4** Use of the App by you shall be subject to the standard end-user licence agreement (EULA) with the platform from which the App was downloaded (e.g. Apple App Store or Google Play Store).

3 YOUR USE OF THE SERVICES; ACCESSIBILITY OF SERVICES

- 3.1** By agreeing to these Terms of Use, you represent that you are at least 18 years old, or at least the relevant age of majority in your country of residence if such age is older than 18. You alone are responsible for your activities and interaction with the Services.
- 3.2** You shall not use the Services for any purposes beyond the scope of the access granted in this Agreement.

- 3.3 You are responsible for ensuring that your access to and use of the Services comply with the laws and regulations of your jurisdiction. We make no representation that the Services are appropriate or available for use in all territories.
- 3.4 You may not violate any laws in your jurisdiction when accessing the Services. You may not use the Services in any way that violates applicable law or regulation, including regarding the export of data or software.
- 3.5 You may not transmit or use the Services to introduce, execute, or attempt to execute malicious code, including but not limited to viruses, worms, Trojan horses, or any other harmful software.
- 3.6 You may not use the Services in any way that could disable, overburden or impair the Services or interfere with anyone else's use of the Services. You may not use any robot, spider, or other automatic device, process or means to access the Services.
- 3.7 You must not, and must not permit others to, copy, modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the App or any part of the Services, except as expressly permitted by applicable law.
- 3.8 You may not attempt to gain unauthorised access to or disrupt any parts of the Services or the servers on which the Services are stored or otherwise attempt to interfere with the proper operation of the Services.
- 3.9 Notwithstanding anything to the contrary in these Terms of Use, we may temporarily suspend or terminate access to the Services provided to you and any other third-party for security purposes, to prevent illegal or fraudulent activity, to comply with the requests of any legal agency or government entity, or if you violate these Terms of Use or the [Privacy Policy](#).
- 3.10 You acknowledge and agree that at times the Services may be inaccessible or inoperable for any reason whatsoever, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which we may undertake from time to time without notice to you; or (iii) causes which are beyond our control or which are not reasonably foreseeable.
- 3.11 We do not guarantee that our Services, or any content on them, will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services, or any service we offer on it, is unavailable at any time or for any period.
- 3.12 We may from time to time and in its sole discretion engage other service providers to assist in the performance of the Services, such as web hosting providers, payment processors, and other third-parties. You shall abide by the terms of use and other requirements associated with the services provided by such third parties in connection with the Services.

4 SUBSCRIPTIONS

4.1 Registration and Accounts

- 4.1.1 yōjō Subscriptions may include a Device plus access to certain of the Services, including without limitation the App. The Services allow you to track information collected by the Device, including your HRV, heart rate, blood pressure,

breath/breathing rate and provide insights and coaching. The Services are provided to you by us in collaboration with our partners, service providers, sponsors, or other affiliates.

- 4.1.2 We offer various Subscription options, the details of which, as updated from time to time and including pricing information, can be found at www.yojo.health.
- 4.1.3 In order to access and use your Subscription, you must subscribe, create an account ("**Account**") and pay any applicable subscription fees ("**Subscription Fees**") as and when due.
- 4.1.4 You agree to provide true, accurate and complete information and keep your Account information current (including without limitation contact and payment information) and updated. You shall not select or use as a username (i) a name of another person with the intent to impersonate that person; (ii) a name subject to any rights of a person other than yourself without appropriate authorisation or (iii) a name that is obscene, hateful, racially or ethnically offensive, or is otherwise inappropriate.
- 4.1.5 You must keep your account details safe and not share them with anyone under any circumstances.
- 4.1.6 You are solely responsible for any and all activities that occur under your Account or using your password, and for keeping your Account details and password confidential and secure. You may never use another person's account or registration information for the Services without permission.
- 4.1.7 You agree to notify us immediately of any breach of security or unauthorised use of your Account or password. You should never publish, distribute or post login information for your Account. You have the ability to delete your Account - see our [Privacy Policy](#) for further details.
- 4.1.8 You may cancel your Subscription or terminate your Account at any time in accordance with clause 14.
- 4.1.9 Finally, you agree that yōjō shall have no responsibility for any data loss or other damage or loss suffered in connection with your use of the Services, including any failure to provide adequate security or backup devices or services.

4.2 Subscription Services

- 4.2.1 Subscription Services include the Services, which may be in the form of one-time purchases or automatically renewing subscription services ("**Subscription Services**"), including our Site and the App. We may make changes to, suspend, or discontinue Subscription Services at any time for any reason, and we reserve the sole discretion to determine which Services or portions thereof require payment.
- 4.2.2 You agree to pay all applicable fees for Subscription Services including, without exclusion, any monthly subscription fees, user fees, and offering fees and any other fees, charges, or costs that you agree to purchase as part of the Subscription Services during the checkout process ("**Fees**"). You agree to pay all Fees and all applicable taxes incurred prior to termination or cancellation of this Agreement.

4.2.3 You authorise yōjō to charge your designated payment method for Subscription Services. By providing an acceptable payment method, you represent and warrant that you are authorised to use the designated payment method and that you authorise us or our third-party payment processor to charge your payment method for the total amount of your purchase, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your Subscription Service may be suspended or cancelled. You must resolve any problem we encounter in relation to the payment method you provide in order to proceed with your use of the relevant Service. If you accept a promotional offer or make changes to your Subscription Services, the Fees, taxes, and amounts billed may vary. Billing amounts may also vary due to changes in applicable taxes or currency exchange rates. You authorise us or our third-party payment processor(s) to charge your payment method for the corresponding amount. Refunds will not be issued unless required by law. Individual discounts may not be combined or stacked with any other discount. This payment obligation shall survive termination or cancellation of this Agreement for any reason whatsoever.

4.3 Subscription Terms

4.3.1 Your Subscription term may vary as a continuous, monthly, or annual term ("**Subscription Term(s)**"), depending on which available option you select and as described in the process of purchasing the Subscription Services. Your Subscription will auto-renew for additional Subscription Terms until your Subscription is cancelled by you, or suspended or terminated by us. Unless otherwise indicated by us, your designated payment method will be charged prior to, or at the beginning of, each Subscription Term for the Subscription fee plus any applicable taxes and other charges. Before charging you for a Subscription Term, we will notify you of the applicable fees, and the renewal will occur at the price then in effect for the Subscription Service.

4.3.2 You may cancel your Subscription at any time. Your cancellation will take effect at the end of the current Subscription Term. To cancel your subscription and automatic payment, log into the customer portal by clicking the "Manage Subscription" link at www.yoyo.health and click on the "Cancel Subscription" button or contact our team by email at support@yoyo.health. Cancellation does not entitle you to the refund of any previously paid Fees and you will not receive a prorated refund for the remainder of the Subscription Term. In the event you cancel your Subscription, note that we may still send you promotional communications, unless you opt out of receiving those communications by following the unsubscribe instructions provided in the communications.

4.3.3 When you cancel a Subscription, you cancel only future charges for your Subscription. You will not receive a refund for the current Subscription Term you paid for, but you will continue to have full access to that Subscription until the end of that current Subscription Term. At any time for any reason, we may provide a refund, discount, or other consideration ("**credits**") to some or all of our users. The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future.

- 4.3.4** If you reside outside the United States and change your mind about your purchase, you may be entitled to receive a full refund within fourteen (14) days (the “**Cooling-Off Period**”), provided that you have not logged in or otherwise redeemed or started to use the Services as a subscriber during the Cooling-Off Period.
- 4.3.5** From time to time, we may offer free trials of certain Subscriptions for specified periods of time without payment. Prior to starting your free trial we will notify you of the applicable Subscription fees that will be charged at the expiration of your free trial. Unless you cancel your Subscription prior to the end of your free trial by taking the steps outlined above, when your free trial ends, we or our third-party payment processor will bill your designated payment method on a recurring basis for your Subscription fee, plus any applicable taxes and other charges, for as long as your Subscription continues. You must cancel your Subscription before the end of your free trial period to avoid any charges. Instructions for canceling your Subscription are described above.
- 4.3.6** Your payment information will be processed and stored through a third-party payment processor. All paid account holders must maintain at least one valid payment method for payment of Fees, which are described in more detail during checkout. All Fees are calculated and billed to you on a monthly or annual basis depending upon your choice, and are due immediately upon receipt and are subject to change. You acknowledge that Fees have a recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Fees shall be charged or debited from the saved, designated payment method you provide one day prior to the monthly or yearly anniversary of the initial purchase date.
- 4.3.7** In the event that you have not logged in or otherwise used the Services for six (6) months or longer following purchase or receipt of a Device during a free trial, we reserve the right to terminate your subscription, cancel any pending purchase(s), and refund you the purchase price of the Device only. You will not be entitled to a refund for the value of the Subscription during the free trial.
- 4.3.8** We reserve the right to adjust the Fees for our Subscription Services, or any features or parts of our Subscription Services, at any time. You acknowledge that we may change the Fees for Subscription Services at any time. In the event of such a change, we will provide notice to you via the email address associated with your account at least thirty (30) days in advance of the effective date of the change. Your continued use of the Services indicates your acceptance of any changes to the Fees. You are solely responsible for all applicable taxes, and will be charged for taxes when required by law.
- 4.3.9** Notwithstanding anything else above or anything to the contrary in the remainder of these Terms of Use, we reserve the right to suspend or terminate your Account, your Subscription and your access to and/or enjoyment of any or all of the Services, at any time in our sole discretion.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 “yōjō”, both on its own and combined with the company name, and associated names, logos, product and service names are trademarks of Lumina Health Limited. You are not granted, by implication or otherwise, any license or right to use any marks appearing on, or used or

displayed in connection with, the Services (“**Trademarks**”). The Services may also contain or refer to third-party trademarks, trade names, product names, and logos that may be registered trademarks of their respective owners. Under no circumstances may you use or copy any of the Trademarks. Nothing herein should be construed as granting any license or right to use any Trademarks displayed in connection with the Services without our express written permission.

- 5.2** We are the owner or the licensee of all intellectual property rights in our Services, our Devices and in the material published on them, including all information, software, computer code, executable code, data text, displays, images, video, audio, and design (“**Works**”). Those Works are protected by local and international copyright laws and treaties around the world. All such rights are reserved and are exclusively owned, controlled, or licensed by or to yōjō. Except to the extent expressly permitted in these Terms of Use, you agree you will not directly or indirectly copy, reproduce, modify, create derivative works from, distribute, or publicly display the Works without our prior express written permission.
- 5.3** We respect the intellectual property rights of others and it is our policy to expeditiously process and review notices of claimed infringement of copyright or other applicable intellectual property laws. Any notices of claimed infringement, whether in respect of any Works or of any User Content (see clause 6 below) should be sent to the us at support@yojo.health, and must contain all of the following:
- 5.3.1** a signature (physical or electronic) of the copyright owner or a person authorised to act on behalf of the copyright owner;
 - 5.3.2** a description of the copyrighted work that you claim has been infringed;
 - 5.3.3** a description of the material that you claim is infringing and is to be removed or have access to same disabled, and information sufficient to permit our administrators to locate the material;
 - 5.3.4** information sufficient for us to contact you, such as address, telephone number, and email address;
 - 5.3.5** a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
 - 5.3.6** a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorised to act on behalf of the owner of a copyright that is allegedly infringed.
- 5.4** Notwithstanding the above you may print off one copy, and may download extracts, of any pages from our Services for your personal reference and you may draw the attention of others within your organisation to material posted on our Services.
- 5.5** You must not modify the paper or digital copies of any materials or Works you have printed off or downloaded in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our Services must always be acknowledged.
- 5.6** You must not use any part of any Works or the materials on our Services for commercial purposes without obtaining a license to do so from us or our licensors.

6 SOFTWARE AND FIRMWARE UPDATES

- 6.1 We may provide updates, patches, or modifications to the Device firmware or App from time to time, including for safety, security, legal compliance, or feature improvement. You agree to install such updates promptly. We reserve the right to suspend functionality or disable the Device or App temporarily or permanently if you fail to install mandatory updates.

7 USER CONTENT

7.1 Your user content and the rights you give us to use that content

- 7.1.1** The Services may include functionality to permit you to submit content to the Services in accordance with your Account settings, for example by completing surveys, submitting comments, posting videos, sharing journal information, reviews and testimonials or through community postings ("**User Content**") and the hosting, sharing, and/or publishing of such User Content. User Content includes, without limitation, any of your user data, profile information, or information you enter manually (such as chat and postings), in each case that you submit to make available to others.
- 7.1.2** You understand that yōjō does not guarantee any confidentiality with respect to User Content that you submit and make available to others.
- 7.1.3** You shall be solely responsible for User Content you submit and the consequences of our posting or publishing such User Content through the Services. In connection with any User Content you submit, you affirm, represent, and/or warrant that:
- 7.1.3.1** you own or have the necessary licenses, rights, consents, and permissions to use and authorise us to use all trademark, trade secret, copyright, publicity or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Services and this Agreement;
- 7.1.3.2** you have the express specific, informed and unambiguous consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Services and this Agreement.
- 7.1.4** By submitting or uploading your User Content to us, you grant to us a worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable and transferable license to:
- 7.1.4.1** reproduce, host, distribute, and display your User Content so that it is accessible on the Services including to other users of the Services;
- 7.1.4.2** edit, modify, aggregate, and prepare derivative works of, your User Content;
- 7.1.4.3** share your User Content with social media platforms (i.e., posting User Content to X, Facebook, Instagram or TikTok if enabled in your Account's sharing settings);

- 7.1.4.4 promote and advertise the Services with your User Content; and
- 7.1.4.5 improve our Services through the use of your User Content.

You further agree that we may use anonymised and aggregated data derived from your use of the Services and Device for research, statistical analysis, regulatory submissions, marketing, or service enhancement purposes, provided that no personally identifiable information is disclosed in doing so.

- 7.1.5 If you wish to remove your User Content and terminate our license to your User Content, please contact support@yojo.health.
- 7.1.6 To the extent User Content contains personal data (as defined by the EU General Data Protection Regulation, the UK General Data Protection Regulation, or other relevant law in your country), if you share such data with third parties through our Services, you grant your consent to us to so use and share such data. You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, if you have permitted such access through your Account settings, and to use, reproduce, distribute, prepare derivative works of, display, publish and perform such User Content as permitted through the functionality of the Services and under this Agreement. We may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.
- 7.1.7 If your use of the Services is on behalf of or managed by a coach, team, organising body or other entity you are affiliated with ("**Managing Entity**"), your User Content may also be shared with that team or other organisation as more fully described in our [Privacy Policy](#). You consent to that sharing and acknowledge and agree that we are not responsible for any use or disclosure of your information by that Managing Entity.
- 7.1.8 In connection with User Content, you further agree that you will not:
 - 7.1.8.1 submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights granted herein;
 - 7.1.8.2 publish falsehoods or misrepresentations that could damage us or any third party;
 - 7.1.8.3 submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
 - 7.1.8.4 post advertisements or solicitations of business; or
 - 7.1.8.5 impersonate another person.

- 7.1.9 We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content. We do not permit copyright infringing activities and infringement of intellectual property rights in connection with the Services, and we will remove User Content if properly notified that such User Content infringes on another's intellectual property rights. We may remove any User Content without prior notice. We may also terminate your access to the Services if you are determined to be a repeat infringer or serious first-time infringer in our sole discretion. We also reserve the right to decide whether User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, in our sole discretion. If we determine, in our sole discretion, that User Content associated with you or your Account is in violation of these Terms of Use or is otherwise inappropriate, we may remove such User Content, suspend or terminate your access for uploading such User Content, and/or suspect or terminate your Account and/or access to the Services at any time, without prior notice.

7.2 Our rights to remove User Content

- 7.2.1 If we remove or restrict access to any of your User Content, we will notify you, unless it is not appropriate for us to do this (for example, if we are legally prevented from doing so). We will also provide you with the reasons for our decision.
- 7.2.2 If you think we have made a mistake in removing or restricting access to your User Content, you can request we review our decision and decide again by contacting us as support@yojo.health
- 7.2.3 If you come across any content on any of the Services that you think may be harmful, misleading, illegal or in breach of these Terms of Use or our policies please let us know. To report any content you think might be illegal or not in line with our policies please email us at support@yojo.health

7.3 Feedback

- 7.3.1 In addition to the licenses above, if you submit comments, ideas, or feedback to us in any form, you agree that we can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by us, or obtained from sources other than you.

8 THIRD PARTY PLATFORMS AND TOOLS

- 8.1 Our Services may depend on third-party platforms or APIs. We are not responsible for outages, errors, or failures attributable to third-party services. Your use of such services may be subject to separate terms and conditions.
- 8.2 We may provide you with access to third party tools which we do not monitor or input, nor have any control over. To the fullest extent permitted by applicable law, you acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

- 8.3 Any use by you of optional tools offered through the Services is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 8.4 We may also, in the future, offer new services and/or features through the Services (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

9 RELIANCE ON INFORMATION POSTED

- 9.1 Commentary and other materials posted on our Services are not intended to amount to advice on which reliance should be placed. The material displayed on our Services is provided without any guarantees, conditions or warranties as to its accuracy. We aim to update our Services regularly, but any of the material may be out of date at any given time.
- 9.2 The Services may provide links to other websites maintained by third parties or be offered alongside third-party products. You acknowledge and agree that such links are provided for your convenience only and do not reflect any endorsement, affiliation, relationship, or sponsorship by yōjō with respect to the provider of such linked site or the quality, reliability, or any other characteristic or feature of such linked site. You further acknowledge and agree that yōjō is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any third-party products, or matters associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. In addition, you should be aware that your use of any third-party product or site is subject to the terms and conditions applicable to that product or site, including the privacy policies (or lack thereof) of such third party. We do not guarantee that third party product information is complete, current, or error-free. If a third-party links to the Services, it is not necessarily an indication of endorsement, affiliation, relationship, or sponsorship by or with yōjō. We may not even be aware that a third party has linked to the Services.
- 9.3 Any other content not owned by yōjō is owned by its respective owner. You acknowledge and agree that such content is provided by its owner and does not reflect any endorsement, affiliation, relationship, or sponsorship by yōjō with respect to the provider of such content. You further acknowledge and agree that yōjō is not liable or responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any products or content provided by third parties including, without limitation, your reliance thereon. We make no representations or warranties with respect to any third-party products or content.
- 9.4 We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Services, or by anyone who may be informed of any of their contents, and we make no representations or warranties as to their accuracy.
- 9.5 To the fullest extent permitted by applicable law, we will not be liable for any damage resulting from your access to or use of our Services or reliance on any information provided on them. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

10 HEALTH PRECAUTIONS AND DISCLAIMERS

- 10.1 The Device and Services are wellness and performance tools, not medical devices (unless expressly indicated in your jurisdiction). yōjō does not provide medical advice, diagnosis, or treatment, and you should not use the Device or Services or any content provided via the Services for diagnosing or treating a health condition. Do not use the Device or Services if you have implanted medical devices (such as pacemakers), epilepsy, or other contraindications described in the device instructions without first consulting with a qualified doctor or health professional. Always consult a qualified doctor or health professional if you have medical concerns.
- 10.2 Our Services are intended for informational reasons, and neither our products (including without limitation the Devices) nor any of our other services, including our Site, App, or any other services, can diagnose, treat, cure, or prevent any disease or condition. The Services, including all information, text, photographs, images, illustrations, graphics, audio, video, and audio-video clips, and other materials, whether provided by us or third parties, are not intended to be and should not be used in place of:
- 10.2.1 the advice of your physician or other medical professional;
 - 10.2.2 a visit, call, or consultation with your physician or other medical professional; or
 - 10.2.3 information contained on or in any product packaging or label.
- 10.3 If you have any medical questions, please call or see your doctor or other healthcare provider. You should never disregard medical advice or delay in seeking medical advice because of any content presented on the Services or on a Device.
- 10.4 The Device and Services are not intended for emergency or life-threatening situations. If you believe you are experiencing a medical emergency, contact your local emergency services immediately.
- 10.5 By using the Device and the Services, you acknowledge that they are not medical devices and are intended only for general wellness, relaxation, and performance purposes. You agree to use them at your own risk and to consult a qualified medical professional regarding any health concerns.

11 DISCLAIMER OF WARRANTIES

- 11.1 You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data.
- 11.2 We aim to respond to support requests in a timely manner but do not guarantee any particular response time, resolution time, or support availability. All support is provided “as is” without warranty.
- 11.3 To the fullest extent permitted by applicable law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Services or any services or items obtained through

the Services, or due to your downloading of any material posted on them, or on any site linked to them.

- 11.4 Your use of the Services, content available via the Services, and any services or items obtained through the Site is at your own risk. The Services, their content, optional tools, and any other services or items obtained through the Services are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied.
- 11.5 Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Services.
- 11.6 Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Site, its content, or any services or items obtained through the Services will be accurate, reliable, error-free, or uninterrupted; that defects will be corrected; that our Services or the servers that make them available are free of viruses or other harmful components; or that the Services or any items obtained through the Services will otherwise meet your needs or expectations.
- 11.7 To the fullest extent permitted by applicable law, the Company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.
- 11.8 The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

12 LIMITATION OF LIABILITY

- 12.1 To the fullest extent permitted by applicable law, in no event will the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, your Subscription, the Services (including without limitation the Device and the App), any websites linked to any of the Services, or any content available on or via the Services or such other websites. This includes any direct, indirect, special, incidental, consequential, or punitive damages, such as personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.
- 12.2 We are further not responsible for any loss of data or content resulting from termination, suspension, closure or deletion of any Account or Subscription in accordance with clause 14.

13 INDEMNIFICATION

- 13.1 You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of your Subscription, the Services and/or any Device including, but not limited to, your User Content, any use of the Services' content, services, and products other than as expressly authorised in

these terms of use, or your use of any information obtained from your Subscription, the Services and/or any Devices.

14 TERMINATION AND SUSPENSION

14.1 Suspension and Termination by yōjō

14.1.1 We may suspend or terminate your access to the Services (including your Account and any Subscription) at any time:

14.1.1.1 if you have materially or repeatedly breached these Terms of Use, any applicable law, or third-party rights;

14.1.1.2 if we have reasonable grounds to suspect misuse, fraud, or unauthorised activity;

14.1.1.3 if suspension or termination is necessary for security, maintenance, or regulatory reasons; or

14.1.1.4 if we decide to discontinue or materially change all or part of the Services.

14.1.2 We may also terminate your Account or Subscription for convenience by giving you at least thirty (30) days' notice.

14.1.3 If we terminate your Subscription for reasons other than your breach, we will provide you with a pro-rata refund for any prepaid but unused portion of your Subscription.

14.1.4 We may close and/or delete Accounts that have been inactive for more than twelve (12) consecutive months, provided that we give you prior notice by email before such closure and/or deletion.

14.2 Suspension by yōjō

14.2.1 We may suspend your access to the Services (in whole or in part) without terminating this Agreement:

14.2.1.1 while investigating any suspected breach or misuse;

14.2.1.2 to perform maintenance, updates, or improvements; or

14.2.1.3 to comply with legal, regulatory, or safety requirements.

14.2.2 We will restore access as soon as reasonably practicable after the reason for suspension has been resolved.

14.3 Termination by You

14.3.1 You may terminate your Subscription and close your Account at any time by contacting us at support@yojo.health.

- 14.3.2 If you terminate your Subscription or your Account, you will continue to have access to any paid Subscription features until the end of the current billing period, unless applicable law entitles you to an earlier refund.

14.4 Discontinuation of the Services

- 14.4.1 We may, at any time and without liability, modify, suspend, or discontinue all or part of the Services, provided that we give you at least thirty (30) days' notice where reasonably practicable.
- 14.4.2 If you have paid for a Subscription that extends beyond the date of discontinuation, we will provide an appropriate pro-rata refund for the unused portion of your Subscription.

14.5 Upon termination or suspension of your Account or Subscription:

- 14.5.1.1 your right to access and use the Services will cease immediately;
- 14.5.1.2 you must cease all use of the App and delete or uninstall it from your devices; and
- 14.5.1.3 we may retain anonymised or aggregated data derived from your use of the Services for analytics, research, or compliance purposes, as described in our [Privacy Policy](#).

- 14.6 Termination or suspension does not affect any rights or obligations that have accrued up to the date of termination, including any indemnities, limitations of liability, or intellectual property rights that survive termination.
- 14.7 Clauses relating to intellectual property, warranties and disclaimers, limitation of liability, indemnity, and governing law shall survive termination or expiry of these Terms of Use.

15 PERSONAL INFORMATION

- 15.1 Your submission of personal information through the Services is governed by our [Privacy Policy](#).

16 VIRUSES

- 16.1 We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our Services. You should use your own virus protection software.

17 LINKING TO OUR SERVICES

- 17.1 You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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. You must not establish a link from any website that is not owned by you. Our Services must not be framed on any other Services, nor may you create a link to any part of our Services other than the home page. We reserve the right to withdraw linking permission without notice.

18 LINKS FROM OUR SERVICES

- 18.1 Where our Services contain links to other Services and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Services or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

19 IMAGES FROM OUR SERVICES

- 19.1 Individuals in the media and press can download images from the press kit that we will provide on requests made to support@yojo.health. Please do not use the files provided in ways that may be confusing, misleading, suggest sponsorship, endorsement, or affiliation, or any other harmful ways. We ask that you don't change any resources to the point where they are no longer representative of the original.

20 GENERAL TERMS

- 20.1 Upon termination or cancellation of your Account, your right to access and use the Services will cease immediately. We may retain anonymised data for regulatory, statistical, or research purposes in accordance with our [Privacy Policy](#).
- 20.2 You acknowledge that we have the right to monitor your use of the Services to ensure compliance with these Terms of Use.
- 20.3 We may transfer our rights and obligations under these Terms of Use to another organisation, but this will not affect your rights or our obligations under these Terms of Use.
- 20.4 You may not assign or transfer any of your rights or your obligations under these Terms of Use to another person, unless we agree otherwise in writing.
- 20.5 This contract is between you and us. Except as otherwise allowed in this agreement, no other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 20.6 Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, they will still be enforceable to the maximum extent legally possible or permitted, and the remaining paragraphs will remain in full force and effect.
- 20.7 If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 20.8 These Terms of Use, the [Terms of Sale](#) and the [Privacy Policy](#) constitute the complete and exclusive statement of the agreement between you and yōjō regarding the Services and your Subscription, and supersedes any and all prior or contemporaneous communications, representations, statements, and understandings, whether oral or written, between the parties.
- 20.9 In case of any conflict between any of these Terms of Use and the terms of the [Privacy Policy](#), the relevant terms of these Terms of Use shall prevail.

21 GOVERNING LAW AND JURISDICTION

21.1 These Terms of Use concluded between you and yōjō are governed by the law of England and Wales and each party irrevocably agrees to submit to all disputes arising out of or in connection with these Terms of Use to the exclusive jurisdiction of the English courts, except that if you are a consumer resident in Scotland or Northern Ireland, you may bring proceedings in your local courts.

PART 2: TERMS OF SALE

For purposes of these Terms of Sale, a reference to a “consumer” shall mean a consumer as defined in the UK Consumer Rights Act 2015 and the Consumer Contracts Regulations 2013.

We may amend these Terms of Sale from time to time as set out in clause 4. Every time you wish to order Devices, please check these Terms of Sale to ensure you understand the terms which will apply at that time. These Terms of Sale were most recently updated on the date at the top of this page.

These Terms of Sale and our [Privacy Policy](#) and the [Terms of Use](#) together constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms of Sale or our [Privacy Policy](#) and [Terms of Use](#).

1 OTHER APPLICABLE TERMS

1.1 These Terms of Sale refer to the following additional terms, which also apply to your use of our Devices:

1.1.1 Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By ordering, purchasing and/or using a Device, you consent to such processing and you warrant that all data provided by you is accurate.

1.1.2 Our Cookie Policy, which sets out information about the cookies relating to our Devices, is included in our [Privacy Policy](#).

1.1.3 Our [Terms of Use](#) apply to your use of our Services. Our “**Services**” include the Site, as well as our Devices (including any software embedded in the Devices), our yōjō mobile app (“**App**”), and all related services provided from time to time by us, including without limitation our provision and publication of coaching, biofeedback, educational content, and related features (each of these being a “**Service**”, which can be used individually or in combination with other Services).

1.1.4 Use of the App by you shall be subject to the standard end-user licence agreement (EULA) with the platform from which the App was downloaded (e.g. Apple App Store or Google Play Store).

2 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 For the steps you need to take to place an order on our site, please see our website at www.yojo.health.

2.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

2.3 Your order is an offer to buy. After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 2.4.

- 2.4 We will confirm our acceptance to you by sending you an email that confirms that the Devices have been dispatched ("**Dispatch Confirmation**"). The Contract between us will only be formed when we send you the Dispatch Confirmation. The Dispatch Confirmation will include a carrier tracking ID which will allow you to track your delivery.
- 2.5 In the case of Pre-Ordered Devices (see clause 3.3 below), we will confirm our acceptance to you by sending you Dispatch Confirmation confirming that they will be dispatched when in stock. The Contract between us will only be formed when we send you the Dispatch Confirmation. Our estimated delivery date will be as shown on our site at the time of your order ("**Estimated Delivery Date**") and included in your Dispatch Confirmation.
- 2.6 If we are unable to supply you with a Device for any reason, for example because that Device is no longer available or because of an error in the price on our site as referred to in clause 8, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Devices or have paid any deposit, we will refund you the full amount you have paid as soon as possible.

3 OUR DEVICES

- 3.1 The images of the Devices on our site are for illustrative purposes only. Although we have made every effort to display the form and colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Devices. The form of your order may vary due to engineering, technical or aesthetic factors.
- 3.2 The packaging and accessories of the Devices may vary from that shown in images on our site.
- 3.3 All Devices shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Device you have ordered is not available and we will not process your order until the Device becomes available, except in the case of Devices shown on our site as under development/production and not yet in stock but available for pre-order ("**Pre-Ordered Devices**").
- 3.4 The images of Pre-Ordered Devices on our site are for illustrative purposes only and their design and colour may vary during the course of development. We take all reasonable care to give you notice of any variations by updating the images on our site regularly.
- 3.5 We reserve the right to make minor changes to the Devices to reflect changes in relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements. These changes will not affect your use of a Device.
- 3.6 The Devices utilise the App to provide you with the benefit of our Services and enjoyment of the Devices' functionality. Use of the App by you shall be subject to the standard EULA with the platform from which the App was downloaded. You will not acquire any intellectual property or other proprietary rights relating to the Devices or App. The devices and operating systems supported by our App are detailed in the FAQs on our website.

4 OUR RIGHT TO VARY THESE TERMS OF SALE

- 4.1 We amend these Terms of Sale from time to time. Please look at the top of this page to see when these Terms of Sale were last updated.

- 4.2 We may revise these Terms of Sale from time to time in the following circumstances:
- 4.2.1 changes in how we accept payment from you; or
 - 4.2.2 changes in relevant laws and regulatory requirements.
- 4.3 Every time you order Devices from us, the Terms of Sale in force at that time will apply to the Contract between you and us.
- 4.4 If we have to revise these Terms of Sale as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Devices or just the Devices you have yet to receive. If you opt to cancel, you will have to return any relevant Devices you have already received in accordance with clause 15.

5 GENERAL

- 5.1 If you are a consumer, you may only purchase Devices from our site if you are at least 18 years old.
- 5.2 If you are a consumer, we are under a legal duty to supply Devices that are in conformity with this Contract. As a consumer, you have legal rights in relation to Devices that are faulty or not as described.
- 5.3 If you are a business customer, you confirm that you have authority to bind any business on whose behalf you use our Site to purchase Devices.
- 5.4 We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

6 DELIVERY

- 6.1 This clause 6.1 applies only to Devices which are not Pre-Ordered Devices.
- 6.1.1 Your order will be fulfilled within 5 business days of the order date, at which time you will receive a tracking ID and estimated delivery date via our carrier.
 - 6.1.2 Occasionally our delivery to you may be affected by an "Event Outside Our Control" - please see clause 14 for our responsibilities if this happens. In any other case, if we miss the Estimated Delivery Date for your Device then you may cancel your order straight away if any of the following apply:
 - 6.1.2.1 we have refused to deliver the Device;
 - 6.1.2.2 delivery by the Estimated Delivery Date was essential (taking into account all the relevant circumstances); or

- 6.1.2.3 you told us before we accepted your order that delivery by the Estimated Delivery Date was essential.
- 6.1.3 If you do not wish to cancel your order straight away, or do not have the right to do so under this clause 6.1, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.
- 6.1.4 If you do choose to cancel your order under this clause 6.1, you can do so for just some of the Devices or all of them. If the Devices have been delivered to you, you will have to return them to us, in accordance with clause 15. After you cancel your order and we have received the returned Devices, we will refund any sums you have paid to us for the cancelled and returned Devices and their delivery.
- 6.2 This clause 6.2 applies only to Pre-Ordered Devices.
 - 6.2.1 Occasionally our delivery to you may be affected by an Event Outside Our Control - please see clause 14 for our responsibilities if this happens. In any other case, if we are unable to fulfil your order within fourteen (14) days of the order date, we will inform you of this by email with a revised estimated delivery date ("**Revised Estimated Delivery Date**"). We will continue to process your order with the Revised Estimated Delivery Date unless you notify us that you do not wish to proceed with your order, by contacting us at support@yojo.health. If you do notify us that you do not wish to proceed, and you have already paid for the Devices or have paid any deposit, we will refund you the full amount you have paid as soon as possible. If we miss an Estimated Delivery Date or a Revised Estimated Delivery Date then you may cancel your order straight away if any of the following apply:
 - 6.2.1.1 we have refused to deliver the Devices;
 - 6.2.1.2 delivery by the Revised Estimated Delivery Date was essential (taking into account all the relevant circumstances); or
 - 6.2.1.3 you told us before we accepted your order that delivery by the Estimated Delivery Date was essential, or you told us when we informed you of a Revised Delivery Date that the Revised Delivery Date was essential.
 - 6.2.2 If you do not wish to cancel your order straight away, or do not have the right to do so under this clause 6.2, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.
 - 6.2.3 If you do choose to cancel your order under this clause 6.2, you can do so for just some of the Devices or all of them. If the Devices have been delivered to you, you will have to return them to us in line with clause 15. After you cancel your order we will refund any sums you have paid to us for the cancelled Devices and their delivery.
- 6.3 Delivery is completed when the Device is delivered to the address you provided or collected by you (or a carrier you arrange) from us.
- 6.4 Title to and ownership of your Device will not pass to you until we have received payment in full (in cleared funds) for the Device and all other sums due (including without limitation any

and all applicable delivery charges) and the Device has been delivered to you. Until title passes, you must not sell, pledge, or otherwise encumber the Device.

- 6.5 The Device will be your responsibility and at your risk from the moment when delivery is completed.
- 6.6 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we or our courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 6.7 If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 15 will apply.

7 INTERNATIONAL DELIVERY

- 7.1 If you order Devices from our site for delivery to a destination outside the UK, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 7.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 7.3 You must comply with all applicable laws and regulations of the country for which the Devices are destined. We will not be liable or responsible if you break any such law.
- 7.4 You represent and warrant that you are not located in a jurisdiction subject to export restrictions or US, UK, EU or UN trade sanctions. You agree not to export, re-export or transfer the Device to such jurisdictions or to persons prohibited by applicable export laws. You will comply with all applicable export control and trade compliance laws and regulations.

8 PRICE OF DEVICES AND DELIVERY CHARGES

- 8.1 The prices of the Devices will be as quoted on the Site from time to time. We take all reasonable care to ensure that the prices of Devices are correct. However, if we discover an error in the price of Devices you ordered, the provisions of clause 8.4 below will apply.
- 8.2 Prices for our Devices may change from time to time, but changes will not affect any order you have already placed.
- 8.3 The price of a Device does not include delivery charges or applicable taxes. Our delivery charges are advised to you during the check-out process, before you confirm your order. You may also check our delivery charges on www.yojo.health/checkout.
- 8.4 It is always possible that, despite our reasonable efforts, some of the Devices on the Site may be incorrectly priced. If we discover an error in the price of the Devices you have ordered we will inform you in writing of this error and we will give you the option of continuing to purchase the Device at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please

note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Devices to you at the incorrect price.

9 PAYMENT

- 9.1 You may make payment for your Device using one of our available payment methods, details of which are available on our Site and during the check-out process and which include debit card or credit card. We accept the cards listed on our Site. Payment for the Devices and all applicable delivery charges is in advance.

10 OUR WARRANTY FOR THE DEVICES

- 10.1 We provide a limited warranty that on delivery and for a period of 24 months from delivery, the Devices shall be free from material defects and conform in all material respects with the relevant product descriptions published on the Site. However, this warranty does not apply in the circumstances described in clause 10.2 below.
- 10.2 The warranty in clause 10.2 does not apply to any defect in the Devices arising from:
- 10.2.1 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 10.2.2 if you fail to operate or use the Devices in accordance with the user instructions; or
 - 10.2.3 any alteration or repair by you or by a third party who is not authorised by us.
- 10.3 If you are in the United States, this warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty can also be found in the documentation we provide with the Devices.
- 10.4 Except to the extent prohibited by applicable law, all implied warranties (including, without limitation, warranties of merchantability and fitness for a particular purpose) shall be limited in duration to the duration of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so if you live in the United States, the above limitation may not apply to you.
- 10.5 Our responsibility for defective Devices is limited to repair or replacement. Our responsibility for defective services is limited to repair or replacement.
- 10.6 If you are a consumer, this warranty is in addition to your legal rights in relation to Devices that are faulty or not as described.

11 HEALTH PRECAUTIONS AND DISCLAIMERS

- 11.1 The Device and Services are wellness and performance tools, not medical devices (unless expressly indicated in your jurisdiction). yōjō does not provide medical advice, diagnosis, or treatment, and you should not use the Device or Services or any content provided via the Services for diagnosing or treating a health condition. Do not use the Device or Services if you have implanted medical devices (such as pacemakers), epilepsy, or other contraindications described in the device instructions without first consulting with a qualified

doctor or health professional. Always consult a qualified doctor or health professional if you have medical concerns.

- 11.2 Our Services are intended for informational reasons, and neither our Devices (including without limitation the Devices) nor any of our other services, including our website, app, or any other services, can diagnose, treat, cure, or prevent any disease or condition. The Services, including all information, text, photographs, images, illustrations, graphics, audio, video, and audio-video clips, and other materials, whether provided by us or third parties, are not intended to be and should not be used in place of:

11.2.1 the advice of your physician or other medical professional;

11.2.2 a visit, call, or consultation with your physician or other medical professional; or

11.2.3 information contained on or in any product packaging or label.

- 11.3 If you have any medical questions, please call or see your doctor or other healthcare provider. You should never disregard medical advice or delay in seeking medical advice because of any content presented on the Services or on a Device.

- 11.4 The Device and Services are not intended for emergency or life-threatening situations. If you believe you are experiencing a medical emergency, contact your local emergency services immediately.

- 11.5 By using the Device and the Services, you acknowledge that they are not medical devices and are intended only for general wellness, relaxation, and performance purposes. You agree to use them at your own risk and to consult a qualified medical professional regarding any health concerns.

12 OUR LIABILITY IF YOU ARE A CONSUMER

- 12.1 Any claims arising out of this Contract must be brought within two (2) years of the date of delivery of the Device, except where a longer period is required under mandatory local law.

- 12.2 If we fail to comply with these Terms of Sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Sale or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

- 12.3 We only supply the Devices for domestic and private use. You agree not to use a Device for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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

12.4.1 death or personal injury caused by our negligence;

12.4.2 fraud or fraudulent misrepresentation;

12.4.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

- 12.4.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples)
 - 12.4.5 defective products under the Consumer Protection Act 1987; or
 - 12.4.6 any other liability which cannot be excluded or limited by law.
- 12.5 Subject to clause 12.4, our total liability to you in respect of all other losses arising under or in connection with these Terms of Sale and/or any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Devices and any delivery charges paid by you.
- 12.6 If you are a resident of the United States, then to the extent permitted by applicable law, the remedies described in clause 10 are your sole and exclusive remedies and our entire obligation and liability for any breach of this limited warranty. Our liability will under no circumstances exceed the actual amount paid by you for the defective Device or Service that you have purchased through the Site, nor will we under any circumstances be liable for any loss of production, work, data, or use; loss of business, goodwill, reputation, revenue, or profit; any diminution in value; costs of replacement goods or services; or any consequential, incidental, special, or punitive damages or losses, whether direct or indirect.
- 12.7 If you are a resident of the United States, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 13 OUR LIABILITY IF YOU ARE A BUSINESS OR OTHERWISE NOT A CONSUMER**
- 13.1 Any claims arising out of this Contract must be brought within two (2) years of the date of delivery of the Device, except where a longer period is required under mandatory local law.
- 13.2 Nothing in these Terms of Sale limits or excludes our liability for:
- 13.2.1 death or personal injury caused by our negligence;
 - 13.2.2 fraud or fraudulent misrepresentation;
 - 13.2.3 or any other liability that cannot be limited or excluded by law.
- 13.3 Subject to clause 13.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms of Sale and/or any Contract between us for:
- 13.3.1 any loss of profits, sales, business, or revenue;
 - 13.3.2 loss or corruption of data, information, or software;
 - 13.3.3 loss of business opportunity;
 - 13.3.4 loss of anticipated savings;
 - 13.3.5 loss of goodwill; or

- 13.3.6 any indirect, incidental, special, exemplary, punitive, or consequential loss, regardless of whether such damages were foreseeable and whether or not we have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 13.4 Subject to clauses 13.1 and 13.1, our total liability to you in respect of all other losses arising under or in connection with these Terms of Sale and/or any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Devices and any delivery charges paid by you.
- 13.5 Except as expressly stated in these Terms of Sale, we do not give any representations, warranties, or undertakings in relation to the Devices. Any representation, condition, or warranty which might be implied or incorporated into these Terms of Sale by statute, common law, or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Devices are suitable for your purposes.
- 13.6 We only supply the Devices for internal use by your business. You agree not to use the Devices for any resale purposes.

14 EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.
- 14.2 An “**Event Outside Our Control**” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, disease, or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 14.3.1 we will contact you as soon as reasonably possible to notify you; and
- 14.3.2 our obligations under a Contract 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 Devices to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 14.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than thirty (30) days. To cancel, please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Devices you have already received and we will refund the price you have paid, including any delivery charges.

15 TERMINATION OR CANCELLATION; RETURNS

- 15.1 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:
- 15.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the Contract (or to get the Device repaired or replaced or a service re-performed or to get some or all of your money back);
 - 15.1.2 If you want to end the Contract because of something we have done or have told you we are going to do, see clause 15.2.
 - 15.1.3 If you have just changed your mind about the Device, see clause 15.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
 - 15.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 15.5.
- 15.2 If you are ending a Contract for a reason set out in clauses 15.2.1 to 15.2.5 below, the Contract will end immediately and we will refund you in full for any Devices which have not been provided and you may also be entitled to compensation. The reasons are:
- 15.2.1 we have told you about an upcoming change to the Device or these terms which you do not agree to;
 - 15.2.2 we have told you about an error in the price or description of the Device you have ordered and you do not wish to proceed;
 - 15.2.3 there is a risk that supply of Devices may be significantly delayed because of events outside our control;
 - 15.2.4 we have suspended supply of Devices for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or
 - 15.2.5 you have a legal right to end the Contract because of something we have done wrong, including late delivery.
- 15.3 If you are a consumer and are resident in the United Kingdom, for most products bought online you have a legal right under the UK Consumer Contracts Regulations 2013 to change your mind within 14 days and receive a refund.
- 15.4 You have the right to change your mind. We have confidence in the quality and effectiveness of our Devices, and you are entitled to return your Device within 30 days of receipt from the shipping carrier for a refund if you don't want to keep it and it has not been damaged. If your Device is faulty, we will repair or replace your Device (at our discretion) for up to 24 months following your receipt of it as per clause 10.1.
- 15.5 You do not have a right to change your mind in respect of products or components sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.

- 15.6 If you end the Contract for any reason after your Device has been dispatched to you or you have received them, you must contact us at support@yojo.health and we will provide you with further instructions. You will further need to comply with the provisions of this clause 15
- 15.7 We will pay the costs of return:
- 15.7.1 if the Device are faulty or misdescribed;
 - 15.7.2 if you are ending the Contract because we have told you of an upcoming change to the Device 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.
- 15.8 In all other circumstances, you must pay the costs of return.
- 15.9 If you are responsible for the costs of return and we are collecting the Device from you, we will charge you the direct cost to us of collection.
- 15.10 We will refund you the price you paid for the Device including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 15.11 If you are exercising your right to change your mind 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.
- 15.12 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- 15.12.1 If we have not offered to collect the Device from you, your refund will be made within 14 days from the day on which we receive the Device back from you or, if earlier, the day on which you provide us with evidence that you have sent the Device back to us;
 - 15.12.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
- 15.13 We may end the Contract for a Device at any time by writing to you if:
- 15.13.1 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;
 - 15.13.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Device, for example, your delivery address;
 - 15.13.3 you do not, within a reasonable time, allow us to deliver the Device to you or collect it from us; or
 - 15.13.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

16 COMMUNICATIONS BETWEEN US

16.1 When we refer, in these Terms of Sale, to “in writing”, this will include e-mail.

16.2 Contacting us if you are a consumer:

16.2.1 To cancel a purchase in accordance with your legal right to do so, you just need to let us know that you have decided to cancel. The easiest way to do this is to submit your request to support@health.yojo. If you use this method we will email you to confirm we have received your cancellation. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send the email to us.

16.2.2 If you wish to contact us for any reason other than to terminate this agreement, including because you have any complaints, you can contact us by emailing us at support@health.yojo.

16.2.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

16.3 If you are a business, any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail. Any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.4 Any mailed correspondence should be sent to yōjō's registered address provided at the top of this page.

17 OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms of Sale.

17.2 You may not assign or transfer any of your rights or your obligations under these Terms of Sale to another person, unless we agree otherwise in writing. However if you are a consumer and you have purchased a Device as a gift, you may transfer the benefit of our warranty in clause 10 to the recipient of the gift without needing to ask our consent.

17.3 This Contract is between you and us. Except as otherwise allowed in this agreement, No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

17.4 Each of the paragraphs of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, they will still be enforceable

to the maximum extent legally possible or permitted, and the remaining paragraphs will remain in full force and effect.

- 17.5** If we fail to insist that you perform any of your obligations under these Terms of Sale, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.6** The parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement on an informal basis between themselves. In the event that such dispute cannot be resolved on an informal basis within 30 days after one party notifies the other of a dispute, either party may submit the dispute for resolution to a mutually agreed upon mediation service. The parties shall cooperate with one another in selecting a mediation service, and will use commercially reasonable efforts in participating in the mediation. All fees and costs associated with the mediation will be shared equally between the parties. If the parties cannot resolve the dispute in accordance with this clause, only then may then submit the dispute to litigation in accordance with clause 18 (provided this does not prejudice any party).

18 GOVERNING LAW AND JURISDICTION

- 18.1** These Terms of Sale and the Contract concluded between you and yōjō are governed by the law of England and Wales and each party irrevocably agrees to submit to all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts, except that if you are a consumer resident in Scotland or Northern Ireland, you may bring proceedings in your local courts. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.