

Terms of Use

Updated on 26 May 2021

These terms of use (“Terms”) in relation to the access and use of ‘www.circlepod.co’ (the “Site”) are provided by Prenetics Limited (“Prenetics”) and governs your use of the Site.

By accessing or using the Site, you agree to be bound by these Terms, which shall take effect upon your first and immediate access to this Site. If you do not accept all of the Terms in full, please do not access or use the Site. Your continued use of the Site constitutes your acceptance of the Terms.

Prenetics may change the Terms from time to time. Any changes will be effective when posted on the Site. Your continued use of the Site constitutes acceptance of the Terms. If you do not agree to the changes, you should immediately discontinue use of the Site. As long as you comply with the Terms, Prenetics grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Use of the Site

You agree to use the Site only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of the Site. You may view, download for caching purposes only, and print pages for your own personal use, subject to the restrictions below.

You must not, without our written consent,:

- (a) republish material from this Site on another website;
- (b) sell, rent or otherwise sub-license material from the Site;
- (c) reproduce, duplicate, copy or otherwise exploit material on the Site for a commercial purpose;
- (d) redistribute material from this Site, except for content specifically and expressly made available for redistribution;
- (e) download, post, broadcast, transmit, make available to the public the content within the Site for a commercial purpose;

- (f) adapt, alter or create a derivative work from any of the Site content for a commercial purpose.

Any other use of the Site content requires our prior written permission.

Intellectual property

This Site is the property of Prenetics. All intellectual property rights including, but not limited to, copyright, trademarks, patents and design rights (registered and unregistered) and all content (including all applications) located on the Site shall remain vested in Prenetics.

All content on the Site is Copyright 2021, Prenetics Limited. All rights reserved.

Identification of Prenetics or third parties and their products and services by way of names, images and logos are subject to copyright, design rights and trademarks of Prenetics and/or third parties. Nothing contained in these Terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of Prenetics or any other third party.

Limitations of warranties and liability / disclaimers

Whilst Prenetics endeavours to ensure that the information on this Site is correct at the time of publication, Prenetics does not guarantee the timeliness, completeness or performance of the Site or any of the content. No responsibility is accepted by or on behalf of Prenetics for any errors, omissions or inaccurate content on the Site.

The content of this Site is provided for informational purposes only and is not intended nor recommended as a substitute for professional medical advice.

To the maximum extent permitted by applicable law, Prenetics excludes all representations, warranties and conditions relating to this Site and the use of this Site (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose or the use of reasonable care and skill).

Any links to third party websites from the Site do not amount to any endorsement of that site by Prenetics and any use of or reliance on that site by you is at your own risk.

Prenetics does not guarantee that functions available on the Site will be uninterrupted or error-free, that defects will be corrected, and that the Site or the server that makes it available are free of viruses or bugs. You acknowledge and agree that it is your responsibility to implement sufficient procedures and

virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Violation of Terms

Prenetics may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Prenetics' rights or property, or the rights or property of visitors to or users of the Site, including Prenetics' customers. Prenetics reserves the right at all times to disclose any information that Prenetics deems necessary to comply with any applicable law, regulation, legal process or governmental request.

You acknowledge and agree that Prenetics may preserve any transmittal or communication by you with Prenetics through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or if Prenetics determines that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce these Terms; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property or personal safety of Prenetics, its employees, users of or visitors to the Site, and the public.

General

The failure or delay of Prenetics to exercise or enforce any right in these terms does not constitute a waiver by Prenetics of its right to enforce that right.

These Terms shall be governed by and construed in accordance with Hong Kong law, and any disputes relating to these Terms will be subject to the exclusive jurisdiction of the courts of Hong Kong.

If you wish to contact Prenetics about these terms, please email Customer Care at customercare@circlepod.co or send a letter to Prenetics Limited 7/F, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong (Attn: Circle HealthPod Customer Care)