

# Terms & Conditions

## Limited Warranty: Vyvo Products

Vyvo warrants that your Vyvo Products are free from defects in materials or workmanship for a period of 1 (one) year from the date of receipt of the Vyvo Products, or for any longer period as required by applicable law, including 2 (two) years from the date of receipt of the Vyvo Products for residents of the European Economic Area (such period, the “Warranty Period” and such warranty, the “Limited Warranty”). If your Vyvo Products are defective during the Warranty Period, Vyvo will repair or replace your Vyvo Products, subject to the conditions below, at no additional charge. Vyvo is not responsible for repairing or replacing your Vyvo Products if you violate this Limited Warranty. This Limited Warranty is non-transferable. Any Vyvo Products replaced by the Limited Warranty shall be warranted under the original Warranty Period for the remainder of the Warranty Period, for 30 days after you receive your replacement Vyvo Products, or for any period as required by applicable law, whichever is longer.

To be eligible for the Limited Warranty, you must:

1. Maintain an active account with no outstanding balance or unpaid fees;
2. Be the original purchaser of the Vyvo Product, meaning you personally bought the Vyvo Product being repaired or replaced through your account; and
3. Return the Vyvo Product within the applicable warranty period, in accordance with the procedures set forth below.

This Limited Warranty does not cover:

1. Non-Vyvo products or counterfeit products;
4. Lost or stolen Vyvo Products;
5. Damage or failure due to misuse, normal wear and tear, improper or negligent use, improper or abnormal use, or any use contrary to the instructions provided by Vyvo;
6. Damage or failure due to accidents, acts of God, unauthorized commercial use, abuse, neglect, theft, or unusual atmospheric conditions;
7. Cosmetic damage;
8. Any unauthorized modification to the product;
9. Attempted repair by unauthorized persons or with parts not originally intended for or compatible with Vyvo Products; or
10. Any alteration of the factory model name and/or serial number.

This Limited Warranty provides the purchaser with specific legal rights, which are in addition to (and not in place of) any statutory rights you may have under applicable consumer rights law in your country of residence.

## Product Warranty

During the Warranty period, the user is entitled to request assistance and receive a replacement of the product if technical support does not resolve the issue. The warranty period commences from the date the product is received by the user. After this period, the user may contact our Customer Care for assistance, but will no longer be entitled to a free replacement.

For issues related to the operation of the BioSense Ring device (e.g., charging, data reading, software, etc.), the user must contact our Customer Care, which will provide technical support. The user must provide the order number, the device identification with its MAC address and/or Serial number (as indicated on the box), proof of the device's malfunction, and proof of ownership of the device (e.g., a screenshot or video of the app showing the connected device and its MAC address linked to the user's identity).

Our operators are authorized to request all necessary information related to the case (e.g., photographs, videos, order details, etc.). If, following technical assistance, the problem persists, the operator will guide the user through the procedure for returning the non-functioning product and will grant authorization for the return. The product may only be shipped back after receiving authorization from one of our operators. If approved, the user will receive an RMA Number valid for 30 days along with instructions for returning the product to us. Products returned to the Company without a valid and authorized RMA Number or with an expired RMA Number (more than 30 days from issuance) will not qualify for a refund, and the product will be returned to the user at their expense.

Unauthorized returns do not entitle the user to a replacement and do not obligate the Company to fulfill any obligations to the user. The Company also bears no responsibility for the fate of products returned without authorization.

Once the BioSense Ring, for which the return has been authorized, is received in the reference warehouse and the relevant fault checks are completed, the user will receive a replacement product at no additional cost, and the return shipping costs of the defective product will be reimbursed.

If the reported fault is not substantiated, the user will be contacted by Customer Care, and it will be the user's responsibility to provide explanations and cover any costs associated with the return shipping of the product.

### **30-Day Return Policy**

If you are dissatisfied with the BioSense Ring, you may request to return the product, at your own cost, within 30 days of our shipment of the product to you. For an eligible return, you will be refunded the purchase price, excluding shipping costs incurred, less a 10% restocking fee. For orders canceled prior to shipping, you will be refunded the purchase price, including shipping costs.

To be eligible for a refund under this 30-Day Return Policy, you must:

1. Maintain an active account with no outstanding balance or unpaid fees;
2. Be the original purchaser of the product, meaning you personally bought the product being returned through your account; and
3. Return the product within the specified time, in accordance with the procedures, in resalable condition in its original undamaged packaging with all components and accessories included and unused.

This 30-Day Return Policy does not cover:

1. Products that are damaged;
4. Products purchased by third parties;
5. Lost or stolen products; or
6. Defective products that may be replaced under our warranty.

You may return eligible individual products purchased as part of a kit, bundle, or package for a partial refund. Partial refund amounts will be calculated as the total purchase price, less the full undiscounted price of the items not returned.

Refunds are typically processed within 60 days following our receipt of validly returned products. Unless otherwise approved, any refund will be issued via the original payment method.

## **Replacement for the BioSense Ring if Wrong Size Purchased**

In the case of purchasing the wrong size of the BioSense Ring, the user is entitled to request a replacement of the device from the Company. In such instances, the user will be responsible for all costs associated with shipping the device to our warehouse and for the shipment of the replacement product from the Company to the user.

To request such a replacement, the user must contact Customer Care, which will authorize the replacement and provide the amount of shipping costs to be incurred. The shipment of the replacement device will occur only after the payment of these costs has been received.

The product must be returned in accordance with the procedures, in resalable condition in its original undamaged packaging, with all components and accessories included and unused.

This procedure does not cover:

1. Products that have been damaged;
7. Products purchased by third parties;
8. Lost or stolen products.

Unauthorized returns will not be considered by the Company and will not obligate the Company to effectuate the replacement.