



## SENSEE T&C's

Astaris provides:

- (i) a Sensee account that can be accessed via [Sensee](#) (collectively, with web assets as may be added by Astaris in the future, the "Sites"),
- (ii) subscriptions services that are accessible through the Sites ("Web Services"),
- (iii) software that may be downloaded to your smartphone or tablet to access services ("Mobile Apps"), and
- (iv) subscription services, including services that can be accessed using the Web Services and Mobile Apps ("Subscription Services"), for use in conjunction with
- (v) Sensee hardware products ("Products").

## DEFINITIONS

**"Services"** means the Sites, Web Services, Mobile Apps, Subscription Services and Products.

These **Terms of Service** ("Terms") are applicable to the access to and use of the Services.

**"You,"** means any person or entity who accesses or uses the Services and any person or entity who creates an Account and accepts these Terms, including Owners and Authorized Users.

These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law.

This is a legal agreement and by accessing and using the Services, you are accepting and agreeing to these terms. You represent and warrant that you have the right and authority to agree to these terms on behalf of yourself or the entity you represent. In addition, you are consenting to automatic software update of the Services and of the Products.

## 1. Other agreements, Acceptance, Customer contact, Term and Termination

(a) Relationship to Other Agreements.

These Terms govern your use of the Services. Your use of any Product is governed by the limited warranty provided with that Product ("Limited Warranty") and may further be governed by specific terms and conditions related to your purchase or use of the Product(s). The software embedded in the Product (and any updates thereto) ("Product Software") is

licensed and governed by the End User Licensing Agreement. All additional guidelines, terms, or rules, and the Website Privacy Policy (“Website Privacy Policy”), are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

(b) Acceptance.

(i) You may use the Services only if you can accept these Terms, and only if you are in compliance with the Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations.

(ii) If you are an Authorized User, you represent and warrant that you are authorized by the account Owner to use and access the services.

(c) Customer Service.

If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact Astaris.

(d) Term and Termination.

These Terms will remain in full force and effect so long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. At any time, Astaris may suspend or terminate your rights to access or use the Services, or terminate these Terms with respect to you if Astaris in good faith believes that you have used the Services in violation of these Terms.

(e) Effect of Termination.

Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

## 2. Accounts

(a) Your Account.

To use the Services, you must register for a user account (“Account”) and provide certain information about yourself and/or your legal entity as prompted by the registration form. You represent that:

(i) all required registration information you submit is truthful and accurate;

(ii) you will maintain the accuracy of such information; and

(iii) your use of the Services does not violate any applicable law or regulation. You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to immediately notify Astaris of any unauthorised use, or suspected unauthorised use, of your Account or any other breach of security. Astaris is not liable for any loss or damage arising from your failure to comply with the above requirements.

(b) The individual creating an Account, or representing the legal entity by which the Services are to be used, is the “Owner” of that Account.

Individuals, such as employees of the Owner, who are authorised by the Owner to access Services are “Authorised Users.” Authorised Users may have the ability to use the Services and monitor and control the Products. Authorised Users may also have the ability to view information (including personal information) and content across all of an Owner’s Products and Services. Owner agrees to be fully responsible for all actions taken by Authorised Users relating to the Owner’s Products, Services and Account. If you are an Owner, you should

authorise only those individuals that you trust to access your Account, Products, and Services.

### **3. Access to Services, Ownership of the Products**

(a) Right to Access and Use. Subject to these Terms, Astaris grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by (i) using the Web Services in connection with, and solely for the purpose of, controlling and monitoring the Products you are authorised to control and monitor (the “Permitted Purpose”), and (ii) installing and using the Mobile Apps solely on your handheld mobile device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose.

(b) Ownership of Products.

You acknowledge that at all times the Products remain the sole and exclusive property of Astaris and that the use of the terms ‘you’ and ‘your’, when used in relation to the Products denote the individual Products in use under your Account. Your use of your individual Products is subject to the license granted by these Terms and your ongoing access to an active Account (as defined below) via your agreed Subscription Structure (as also defined below).

(c) Automatic Software Updates.

Sensee may from time to time develop updates, upgrades and other modifications to improve the performance of the Services and/or Products (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to automatic updates. You acknowledge that you may be required to take action to install Updates to use the Services and Products and you agree to promptly install any such Updates.

(d) Copyright.

You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, license, sell or otherwise exploit for any purposes any Content or third party submissions or other proprietary rights not owned by you.

(e) Certain Restrictions.

The rights granted to you in these Terms are subject to the following restrictions:

- (i) you agree not to sub-license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services;
- (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Products or Services;
- (iii) you agree not to access the Services in order to build a similar or competitive service;
- (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means;
- (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Product, the Product Software, or any other system, device or property;

(vi) you agree not to interfere with, disrupt, or attempt to gain unauthorised access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks;

(vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by Astaris; and

(viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

(f) Open Source.

Certain items of independent, third party code may be included in the Web Services and/or Mobile Apps that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

(g) Privacy.

Please review the Astaris Privacy Policy. This document describes the practices regarding the information that Astaris may collect from users of the Products and Services, including any Content or User Submissions.

(h) Security.

Astaris cannot guarantee that unauthorised third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

(i) Modification.

Astaris reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Astaris will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

#### **4. Purchase of Services for use of Products, Subscription Structures, Non-Functioning Product, Trial Period, Term and Termination, Suspension of Services and Return of Products.**

(a) Purchase of Services.

You expressly acknowledge that use of the Products and Services requires an active Account. An active Account with access to the Products and Services requires that you have either entered into a paid subscription with Astaris or are on a limited-time free of charge status (such as in the case of an initial trial period). If you have not entered into a paid subscription or do not in a period of free of charge access, you will not be able to access the Products via the Services for any function.

(b) Subscription Structure.

When signing up for the Services, you will have selected and agreed to the number and type of individual Products, the initial and recurring prices to be paid for access to the Products, the frequency of the combined payments corresponding to these prices, the length of time that the prices are to be paid and Services rendered, trial period access (if any) the terms for Service termination or cancellation and any other specific terms or conditions expressed in writing and included in your specific subscription documentation (collectively and individually, the "Subscription Structure"). You agree to be bound by and adhere to your specific Subscription Structure as an integral part of these Terms of Service and acknowledge that your failure to do so shall constitute a material breach of these Terms and allow for Astaris to halt the provision of Services to you.

(c) Non-Functioning Product.

In the event that one or more of your individual Products ceases to function normally during your Trial or Subscription Period (as defined below), it is your responsibility to contact Astaris as soon as possible. Astaris shall, as soon as reasonably possible, but within no more than 14 calendar days from the date upon which it was notified by you, will ship to you a replacement Product and arrange collection on the non-functioning product.

Astaris shall inspect the non-functioning Product and, at the sole discretion of Astaris, determine if the Product in question ceased to function normally due defect or manufacturing fault or due to excessive wear-and-tear or other damage caused by you. If the non-functioning product is determined to be caused by you, Astaris reserves the right to charge you for the cost of the replacement Product and any shipping costs incurred.

All Products must be returned to:

Astaris  
25 Cecil Pashley Way  
Shoreham Airport  
Shoreham By Sea  
BN43 5FF

(d) Trial Period.

If your Subscription Structure specifies a Trial Period, you shall have access to the specified Products and Services made available to you for the trial period (if different than the full number of Products specified under your Subscription Structure) for the time period specified in your Subscription Structure. Said trial period shall start on the day upon which your individual Products leave Astaris for delivery to you and shall expire on the day following the end of the specified period. All time periods specified in Subscription Structures as Trial Periods are calendar days (not business days). During your Trial Period (if any), you shall be able to use the trial Products and their related Services in the same manner as if they were being accessed from an active subscriber Account. At the end of the Trial Period, you may either opt to continue using the Products and Services, in accordance with the prices and terms described in your Subscription Structure or you may cease using the Services and immediately return your Products to Astaris. All Products shall be returned to Astaris within 30 calendar days from the end of your Trial Period and be UNBLEMISHED

AND, WITH THE EXCEPTION OF THE USE OF POWER FROM THE PRODUCTS' BUILT IN BATTERY(IES), FREE FROM WEAR AND TEAR. The return of Products following your Trial Period is your responsibility and at your cost. To assure that Products are not damaged when being returned, Astaris recommends that you keep your original Sensee packaging for reuse. However, while it is not required that you return the Products in its original packaging, it is your responsibility that the Products arrive at Astaris in the required condition. If the Products are not returned or, at the sole discretion of Astaris, are returned in any condition other than that described above, Astaris reserves the right to charge you the retail cost per individual Product, which is payable within 7 days upon receipt of invoice.

All Products must be returned to:

Astaris  
25 Cecil Pashley Way  
Shoreham Airport  
Shoreham By Sea  
BN43 5FF

(e) Period and Termination of Subscription.

Your Subscription Structure specifies the duration during which you agree to purchase Services from Astaris (the "Subscription Period"). The Subscription Period starts on the day that you agree to your Subscription Structure (either electronically or in writing) or upon the expiry of your Trial Period, whichever is later. During this time, you commit to pay your ongoing subscription costs and fees as specified in your Subscription Structure in the amounts and upon the frequency specified therein. At the end of your Subscription Period, your subscription will automatically renew on a period to period basis in which the duration of each subsequent automatic renewal is equal to the length of your payment frequency. For example, if your Subscription Structure specifies subscription payments 3 yearly, each automatic renewal of your Subscription Period shall be for 3 years. These Terms, and any updated or revisions versions thereof, shall remain in full force during any automatic renewal of your subscription. You may terminate your subscription following the expiry of your Subscription Period by providing written notice to Astaris no less than 30 calendar days prior to the expiry of your Subscription Period or any automatic renewal thereof. If your written notice is provided less than 30 calendar days prior to the end of the relevant Subscription Period or automatic renewal, your subscription shall automatically renew for a period of time equal to one payment frequency cycle.

Written notice of subscription termination:

[sensee@astaris.co.uk](mailto:sensee@astaris.co.uk)

(f) Suspension of Services.

In the event of non-payment, material breach of these Terms or as otherwise specifically allowed by these Terms, Astaris reserves the right to immediately discontinue Services and disable your access to the Products ("Suspension of Services"). However, Astaris's Suspension of your Services does not relieve you from your payment obligations as described in your Subscription Structure. If the cause of your Suspension of Services (either non-payment, material breach or otherwise) can, by nature, be remedied but has not been remedied by you to the reasonable satisfaction of Astaris within 30 calendar days of the Suspension of Services, you shall be obligated to pay to Astaris the full remaining amount outstanding for your Subscription Period or automatic renewal thereof.

(g) Return of Products.

If you have signed up for a 3 year Subscription Period, at the end of your Subscription Period, any automatic renewal thereof or upon Suspension of Services, you are required to return your Products to Astaris within 30 calendar days from the date upon which your Subscription Period, or any automatic renewal thereof expires or within 30 calendar days of Suspension of your Services. All Products shall be returned to Astaris FREE OF DAMAGE AND WITH A REASONABLE LEVEL OF WEAR AND TEAR AS DETERMINED BY ASTARIS AT ITS SOLE DISCRETION. The return of Products is your responsibility and at your cost. To assure that Products are not damaged when being returned, Astaris recommends that you keep your original Sensee packaging for reuse. However, while it is not required that you return the Products in its original packaging, it is your responsibility that the Products arrive at Astaris in the required condition. If the Products are not returned or, at the sole discretion of Astaris, are returned in any condition other than that described above, Astaris reserves the right to charge you the retail cost per individual Product, which is payable within 7 days upon receipt of invoice.

All Products must be returned to:

Astaris  
25 Cecil Pashley Way  
Shoreham Airport  
Shoreham By Sea  
BN43 5FF

## 5. Agreed Usage and Limitations Of Services

(a) Intended Use of Services. While we aim for the Services to be highly reliable and available, Astaris cannot guarantee that they are reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Astaris's control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge that the availability of the Services is therefore dependent on

- (i) your computer, mobile device, Wi-Fi network, and other related equipment ("Equipment"),
- (ii) your Internet service provider ("ISP"), and
- (iii) your mobile device carrier ("Carrier") and
- (iv) your configuration of the specific settings related to your use of the Services.

You acknowledge that:

- (a) you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services
- (b) you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier;
- (c) you are responsible for the correct configuration of your Services. You further acknowledge these limitations and agree that Astaris is not responsible for any damages, direct or indirect, allegedly caused by the failure or delay of the Services.

(b) No Life-Safety or Critical Uses of the Services.

You acknowledge and agree that the Products and Services, whether standing alone or when interfaced with third-party products or services are not certified for emergency response.

Astaris makes no warranty or representation that use of the Products or Services with any third-party product or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE PRODUCTS AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM.

(c) Reliability of Notifications.

You acknowledge that the Services, including remote access and mobile notifications, are not guaranteed to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all.

(d) Temporary Suspension.

The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Astaris does not offer any specific uptime guarantee for the Services.

(e) System Requirements.

The Services will not be accessible without:

- (i) a working Wi-Fi network accessible to the Products that is positioned to communicate reliably with the Products;
- (ii) an Account;
- (iii) mobile clients such as a supported phone or tablet (required from some functionality);
- (iv) always-on broadband Internet access with bandwidth sufficient to support the Products you use; and
- (v) other system elements that may be specified by Astaris. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.

(f) App Stores.

You acknowledge and agree that the availability of the Mobile Apps is dependent on the third party websites from which you download the Mobile Apps, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). You acknowledge that these Terms are between you and Astaris and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Mobile Apps from it. You agree to comply with, and your license to use the Mobile Apps is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

(g) Third Party Website Links and Referrals. The Sites may contain links to other websites operated by third parties ("Third Party Sites") and referrals to third party vendors ("Referred Vendors"). Such Third Party Sites and Referred Vendors are not under our control. Astaris provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors. Your use of these Third Party Sites is at your own risk.

(h) Authorised Users.

Astaris is not responsible for any Authorised User's behavior, or for any personal injury, death, property damage or other harm or losses arising from or relating to their use of the Services.

(i) Release Regarding Third Parties. Astaris is not responsible for third parties or their products and services, including, without limitation, the App Stores, Third Party Products and Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and Carriers. Astaris hereby disclaims and you hereby discharge, waive and release Astaris and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services.

## 6. Ownership and Intellectual Property

(a) Astaris Property.

You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Product, Product Software, and Services (i.e., the Sites, Web Services, and Mobile Apps) are owned by Astaris or its affiliates or licensors. Your possession, access, and use of the Product, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. Astaris and its affiliates and licensors and suppliers reserve all rights not granted in these Terms.

(b) Feedback.

You may choose to, or Astaris may invite you to submit comments, suggestions, or ideas about the Products or Services, including how to improve the Products or Services ("User Submissions"). By submitting any User Submissions, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Astaris under any fiduciary or other obligation. Astaris may use, copy, modify, or publish User Submissions and their contents for any purpose and in any way without any compensation.

(c) Rights to User Submissions.

You hereby grant Astaris with a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to access, display, or otherwise use your User Submissions (including all related intellectual property rights) as it sees fit on the Sites, in the Services or in the Products. Furthermore, you understand that Astaris retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you.

## 7. Indemnity

You agree to defend, indemnify and hold Astaris and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of

(i) your use and each Authorised User's use of the Products or Services,

(ii) your or your Authorized Users' violation of these Terms,

(iii) any User Submissions or Feedback you provide; or

(iv) your or your Authorised Users' violation of any law or the rights of any third party.

Astaris reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Astaris and you agree to cooperate with Astaris's defense of such claims. You agree not to settle any such claim without Astaris's

prior written consent. Astaris will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 8. Warranty Disclaimers

(a) The warranty for the Product and Mobile App is set forth in the limited warranty and the End User License Agreement, respectively.

(b) Except as defined in these Terms, the Services are provided for your convenience, “as is” and “as available” and Astaris and Astaris’s licensors and suppliers expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

(c) Astaris and Astaris’s licensors and suppliers make no warranty that defects will be corrected or that the services: (i) will meet your requirements; (ii) will be compatible with your WiFi network, computer or mobile device; or (iii) will be available on an uninterrupted, timely, secure, or error-free basis. No advice or information, whether oral or written, obtained by you from Astaris or through the Services shall create any warranty.

(e) Astaris makes no representations concerning any content contained in or accessed through the Services, and Astaris will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.

## 9. Limitation of Liability

Nothing in these terms and in particular within this “limitation of liability” clause shall attempt to exclude liability that cannot be excluded under applicable law.

To the maximum extent permitted by applicable law, in addition to the above warranty disclaimers, in no event will (a) Astaris be liable for any indirect, consequential, exemplary, special, or incidental damages, including any damages for lost data or lost profits, arising from or relating to the Services or the Products, even if Astaris knew or should have known of the possibility of such damages, and

(b) Astaris’s total cumulative liability arising from or related to the Services and the Products, whether in contract or tort or otherwise, exceed the fees actually paid by you to Astaris for the Services or the Products at issue in the prior 12 months (if any). This limitation is cumulative and will not be increased by the existence of more than one incident or claim.

## 10. Dispute Resolution and Arbitration

(a) Arbitration.

Astaris and you agree to arbitrate all disputes and claims that arise from or relate to these Terms or the Services in any way. This agreement to arbitrate is intended to be broadly interpreted, including, for example:

- claims arising out of or relating to any aspect of the relationship between us that is created by or involves these Terms or the Services;
- claims for mental or emotional distress or other emotional/mental injury arising from the relationship between us;

- claims that may arise after the termination of your use of the Services or any agreement between us; and
- claims brought by or against our respective subsidiaries, parent companies, members, affiliates, as well as the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities, you, and Astaris.

This arbitration agreement does not preclude seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of governmental agencies. Such agencies can, if the law allows, seek relief against us on your behalf. In addition, Astaris may seek injunctive or other equitable relief to protect its trade secrets and intellectual property rights or to prevent loss or damage to its services in any court with competent jurisdiction.

(b) Notice of disputes.

If either party intends to seek arbitration of a dispute, that party must provide the other with notice in writing. The notice to Astaris should be sent to: Astaris, Legal Notifications, 25 Cecil Pashley Way, Shoreham By Sea, BN43 5FF. Astaris will send notice to you at the e-mail and/or mailing addresses associated with your account. Your notice to Astaris must

- (i) provide your name, mailing address, and email address;
- (ii) describe the dispute; and
- (iii) state the relief you are requesting. If we are unable to reach an agreement to resolve the dispute within 60 days after the notice is received, you or Astaris may commence arbitration.

(c) Arbitration procedures.

The arbitration will take place in English in accordance with UK law.

## 12. General

(a) Changes to these Terms.

Astaris reserves the right to make changes to these Terms by posting notice of modifications on this page. You should ensure that you have read and agree with our most recent Terms when you use the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms.

(b) Governing Law.

You agree that these Terms, and any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to these Terms or your use of the Products and Services shall be exclusively governed by the laws of the United Kingdom.

(c) Protection of Confidentiality and Intellectual Property Rights.

Notwithstanding the foregoing, Astaris may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

(d) Entire Agreement/Severability.

These Terms constitute the entire agreement between you and Astaris regarding the use of the Services. Any failure by Astaris to exercise or enforce any right or provision of these

Terms shall not operate as a waiver of such right or provision. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.

(e) Survivability.

The obligations described herein that by their nature are intended to survive shall survive any expiration or termination of these Terms.

(f) Assignment.

These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without Astaris's prior written consent. These Terms may be assigned by Astaris without restriction. These Terms are binding upon any permitted assignee.

(g) Notifications.

Astaris may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on [astaris.co.uk/sensee](http://astaris.co.uk/sensee). Astaris is not responsible for any automatic filtering you or your network provider may apply to email notifications.

## 11. Standard Charges

a) The Client shall pay to Astaris the Hardware, Subscriptions and Installation Charges and any other charges due under this Agreement. Hardware invoices are payable prior to the ordering of the goods. Annual Subscription charges are due 7 days after invoice received.

b) All Charges payable hereunder by the Client shall be payable to Astaris in British Pounds Sterling in immediately available funds within 7 days after the date of Astaris's invoice.

c) Where any installation is delayed at the Client's request or by virtue of the Client's act, neglect or failure to fulfil its obligations hereunder, the Subscription Charges for that Service shall be payable no later than 7 days after receipt of invoice unless otherwise agreed in writing between the Parties.

d) Astaris shall be entitled to increase Subscriptions Charges and other Charges payable by the Client after expiry of the Service Term from time to time by giving the Client not less than four (4) weeks' prior written notice.

e) The Charges are exclusive of all applicable taxes, including Value Added Tax, sales taxes and duties or levies imposed by any authority, government department, all of which, if any, shall be assumed and paid promptly when due by the Client.

f) Without prejudice to Astaris's right to treat non-payment or late payment as a repudiatory breach of this Agreement, in the event of non-payment of any invoice which is not the subject of a bona fide dispute Astaris reserves the right to charge daily interest on any outstanding amounts until payment is received in full at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 as current from time to time whether before or after judgment until the date actual payment is received together with all external costs reasonably and necessarily incurred by Astaris in securing such payment and/or obtaining such judgment, as the case may be.

g) All sums due to Astaris under this Agreement shall be payable by the Client in full (without any set-off, deductions or withholding whatsoever) by Direct Debit.

h) Astaris reserves the right at any time to require the Client to issue a deposit, irrevocable letter of credit or other form of security acceptable to Astaris if the Client's financial circumstances or payment history is or becomes unacceptable to Astaris.

i) The end supplier may charge termination / cease or cancellation fees upon termination of services. Any costs incurred by Astaris are fully payable by the client in full within 7 days of receipt of invoice.

j) Any third party fees incurred by Astaris on behalf of the Client will be fully payable by the client within 7 days of receipt of invoice.