

**Please read this Terms of Service Agreement carefully, as it contains important information regarding your legal rights and remedies.**

*Last Revised: [11/9/23]*

## 1. OVERVIEW

This Terms of Service Agreement ("Agreement") is entered into by and between GyroGear Ltd, 90A High Street, Berkhamsted, Hertfordshire, HP4 2BL, United Kingdom ("Company") and you, and is made effective as of the date of your use of this website <http://gyrogear.co/> ("Site") or the date of electronic acceptance.

This Agreement sets forth the general terms and conditions of your use of the <http://gyrogear.co/> as well as the products and/or services purchased or accessed through this Site (the "Services"). Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement. The terms "we", "us" or "our" shall refer to Company. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement, uses our Site, has access or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Company may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised.

If you do not agree to be bound by this agreement as last revised, do not use (or continue to use) this site or the services.

## 2. ELIGIBILITY

This Site and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United Kingdom or other applicable jurisdiction.



If you are entering into this Agreement on behalf of a company or any corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, the Company finds that you do not have the legal authority to bind such a corporate entity, you will be personally responsible for the obligations contained in this Agreement.

### **3. RULES OF USER CONDUCT**

By using this Site You acknowledge and agree that:

Your use of this Site, including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

You will not use this Site in a manner that:

- Is illegal, or promotes or encourages illegal activity;
- Promotes, encourages or engages in child pornography or the exploitation of children;
- Promotes, encourages or engages in terrorism, violence against people, animals, or property;
- Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
- Infringes on the intellectual property rights of another User or any other person or entity;
- Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
- Interferes with the operation of this Site;
- Contains or installs any viruses, worms, bugs, Trojan horses, Cryptocurrency Miners or other code, files or programs designed to, or capable of, using many resources, disrupting, damaging, or limiting the functionality of any software or hardware.

You will not:

- copy or distribute in any medium any part of this Site, except where expressly authorized by Company,
- copy or duplicate this Terms of Services agreement,
- modify or alter any part of this Site or any of its related technologies,
- access Companies Content (as defined below) or User Content through any technology or means other than through this Site itself.



## 4. INTELLECTUAL PROPERTY

In addition to the general rules above, the provisions in this Section apply specifically to your use of Companies Content posted to Site. Companies Content on this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("Companies Content"), are owned by or licensed to GyroGear Ltd in perpetuity, and are subject to copyright, trademark, and/or patent protection.

Companies Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Company. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement.

## 5. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

You specifically acknowledge and agree that your use of this site shall be at your own risk and that this site is provided "as is", "as available" and "with all faults". Company and its officers, directors, employees, and agents, disclaim all warranties, statutory, express or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Company and its officers, directors, employees, and agents make no representations or warranties about (i) the accuracy, completeness, or content of this site, (ii) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site, and/or (iii) the services found at this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, and company assumes no liability or responsibility for the same.

In addition, you specifically acknowledge and agree that no oral or written information or advice provided by company, its officers, directors, employees, or agents, and third-party service providers will (i) constitute legal or financial advice or (ii) create a warranty of any kind with respect to this site or the services found at this site, and users should not rely on any such information or advice.

The foregoing disclaimer of representations and warranties shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.



## 6. LIMITATION OF LIABILITY

In no event shall Company or its officers, directors, employees, agents, or third party service providers, be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any damages that may result from (i) the accuracy, completeness, or content of this site, (ii) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (iii) the services found at this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any interruption or cessation of services to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (vii) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (viii) any user content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "x-rated", obscene or otherwise objectionable, and/or (ix) any loss or damage of any kind incurred as a result of your use of this site or the services found at this site, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not company is advised of the possibility of such damages.

In addition, you specifically acknowledge and agree that any cause of action arising out of or related to this Site or the Services found at this Site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

The foregoing limitation of liability shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

## 7. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Company and its officers, directors, employees, and agents from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Company and its officers, directors, employees, and agents (individually or collectively) directly or indirectly arising from (i) your use of and access to this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.



## 8. DATA TRANSFER

If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

## 9. AVAILABILITY OF WEBSITE

Subject to the terms and conditions of this Agreement and our policies, we shall use commercially reasonable efforts to attempt to provide this Site on 24/7 basis. You acknowledge and agree that from time to time this Site may be inaccessible for any reason including, but not limited to, periodic maintenance, repairs or replacements that we undertake from time to time, or other causes beyond our control including, but not limited to, interruption or failure of telecommunication or digital transmission links or other failures.

You acknowledge and agree that we have no control over the availability of this Site on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

## 10. DISCONTINUED SERVICES

Company reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice. Although the Company makes great effort to maximize the lifespan of all its Services, there are times when a Service we offer will be discontinued. If that is the case, that Service will no longer be supported by the Company. In such cases, Company will either offer a comparable Service for you to migrate to or a refund. Company will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

## 11. ORDERING AND AVAILABILITY

Products may be ordered by clicking on the items you wish to purchase and then following the prompts that will appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order to us by clicking the "Place Order" button on the checkout page.

After placing an order, you will receive an email from us acknowledging that we have received your order and giving you an order reference number (Order Confirmation). Please note that this



does not mean that your order has been accepted. Your order constitutes an offer to buy a Product. All orders are subject to acceptance. We are not obliged to accept your order and may, at our discretion, decline to accept any order. You do, however, acknowledge that by clicking on the "Place Order" button, you enter into an obligation to pay for the Product(s). Where your order is accepted, we will confirm such acceptance to you by sending you an email that confirms that the Product has been despatched (Despatch Confirmation). The contract between (i) you and (ii) us in relation to the Product(s) ordered (Contract) will only be formed when we send you the Despatch Confirmation. After entering into the Contract, we or the Network Supplier (as applicable) will be under a legal duty to supply you with goods that are in conformity with the Contract.

The Contract will relate only to the Product(s) whose despatch has been confirmed in the Despatch Confirmation. There will be no obligation to supply any other Product(s) which may have been part of your order until the despatch of such Product(s) has been confirmed in a separate Despatch Confirmation.

## 12. DELIVERY

We will endeavor to fulfil your order by the delivery date set out in the Despatch Confirmation or, if no delivery date is specified, then within 30 days after the date of the Despatch Confirmation, unless there are exceptional circumstances. We will have no liability for late deliveries.

Your order will be delivered to the delivery address you specify when placing your order.

The Contract will relate only to the Product(s) whose despatch has been confirmed in the Despatch Confirmation. There will be no obligation to supply any other Product(s) which may have been part of your order until the despatch of such Product(s) has been confirmed in a separate Despatch Confirmation.

If your delivery address is geographically remote, for example certain outlying islands or other isolated locations, it is possible that we may not be able to deliver there. If that is the case, you will be notified before your order is accepted. We or the Network Supplier reserve the right not to deliver to any region that is prohibited by applicable export laws. Orders cannot be delivered to PO Box or similar addresses.

Products comprised within the same order cannot be delivered to different addresses. Please note that where multiple Products are purchased on the Site, and one or more Products comprising your order are supplied by a Network Supplier, your delivery date for Products supplied by the Network Supplier may differ from the delivery date for Products supplied by us.

Deliveries are made by a trusted courier and take place on Monday to Saturday (or other normal working week days in regions that do not follow a Western pattern of working week), excluding bank and public holidays, usually within the hours of 8am and 5pm. It is not possible to specify a



precise time at which a delivery will take place. Please note that the courier may require deliveries to be signed for.

If you order Product(s) for international delivery, they may be opened and inspected by customs authorities and may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we or the Network Supplier have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order. In the event that you return an item, the import duties will be refunded if they were originally included in the purchase price. If they were not included then you will be responsible for reclaiming duty directly from your local customs office.

Please also note that you must comply with all applicable laws and regulations of the region for which the Product(s) are destined. We will not be liable for any breach by you of any such laws.

## **13. RISK AND OWNERSHIP**

The Product(s) ordered will be at your risk from the time of delivery or collection (as the case may be). Ownership of the Product(s) ordered will also pass to you on delivery or collection (as the case may be), provided full payment of all sums due in respect of the Product(s), including any delivery charges, has been received.

## **14. PRICE AND PAYMENT**

The price of Products is as quoted on the Site from time to time.

Prices exclude delivery costs, which will be automatically added (at the cost shown) to the total amount due when you view the items in your shopping basket, and have selected your chosen different delivery method.

Prices and delivery costs are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Despatch Confirmation.

Payment for all orders must be made by the methods stipulated on our website. These payment methods can include credit card or Apple Pay and Google Pay on the checkout page. We accept payment by most major credit cards and Apple Pay. Payment methods are liable to change at the Company's discretion.

You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declined to authorise payment for any reason. We also carry out a standard pre-authorisation check on your payment card, and Products will not be dispatched until this pre-authorisation check has been completed. Please



note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

From time to time we may run promotions where we issue discount codes. These can be used in part-payment of the price of Product(s) ordered online, subject to the terms and conditions under which they were issued (as indicated in our relevant promotion from which you got the code). Discount codes can only be used once, and only during the period of validity stated and only in respect of the relevant Product(s) stated. Discount codes cannot be redeemed for cash.

You acknowledge and agree that your payment will be charged and processed by Company.

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services.

Company expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you.

Refund Policy: for products eligible for a refund, you may request a refund under the terms and conditions of our Refund Policy which can be accessed [here.] (<https://gyrogear.co/refund>).

## **15. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## **16. COMPLIANCE WITH LOCAL LAWS**

Company makes no representation or warranty that the content available on this Site are appropriate in every country or jurisdiction, and access to this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site are responsible for compliance with all local laws, rules and regulations.

## **17. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the United Kingdom, to the exclusion of conflict of law rules.



## **18. DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to these Terms of Services will be settled by binding arbitration. Any such controversy or claim must be arbitrated on an individual basis, and must not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration must be conducted in the United Kingdom, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

## **19. TITLES AND HEADINGS**

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein.

## **20. SEVERABILITY**

Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

## **21. CONTACT INFORMATION**

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

**GyroGear Ltd**  
90A High Street  
Berkhamsted  
Hertfordshire  
HP4 2BL  
United Kingdom

[hello@gyrogear.co](mailto:hello@gyrogear.co)

