

GRANGRAN LTD TERMS AND CONDITIONS

(Last Updated May 14, 2020)

- 1. Overview**
- 2. General Terms**
- 3. Disclaimer**
- 4. Definition**
- 5. Eligibility and Legal Capacity**
- 6. GranGran Services**
- 7. Applicability**
- 8. Access to and Use of the GranGran-enabled Device**
- 9. Monitoring**
- 10. Copyright and Limited License**
- 11. Copyrights Complaints**
- 12. Trademarks**
- 13. Accounts Suspension**
- 14. Cookies notice**
- 15. Third Party Content**
- 16. Risk Disclosure**
- 17. User Content and Conduct**
- 18. Indemnification**
- 19. Acceptable Use Conditions**
- 20. Limitation of Liability**
- 21. Electronic communication**
- 22. Local Regulations**
- 23. Data and Privacy**
- 24. Dispute Resolution**
- 25. Alternative Dispute Resolution**
- 26. Injunctive Relief**
- 27. Termination**
- 28. Severability**
- 29. Copyright License**
- 30. Contact Us**

1. Overview

Thank you for your interest in GranGran (referred to as “GranGran” or “we” or “us” or “the Company” in these terms and conditions). The following terms and conditions (together with any documents referred to in them) (collectively, these “Terms of Service”) apply to your use of our site at www.grangran.com (the “Site”), whether as a guest or Registered User (referred to as a “User” in these Terms of Service), including any content, functionality and Services offered on or through the Site.

Please read very carefully all of the following terms and conditions for use of the site. By using the Services, or by clicking to accept or agree to the Terms of Service when this option is made available, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy.

If you do not accept any or one of the terms and policy herein you must not use the Services.

2. General Terms

The Terms of Service presented in this document are the basic rights and obligations that Users and GranGran site have and agree on when using GranGran’s Services as made available through the site including the Voice Assistant technology. This Terms constitute a binding agreement between GranGran and you as a user or between GranGran and the Caregiver(s) using the Voice Assistant technology and GranGran Services on behalf of a Care Recipient as may be applicable.

GranGran reserves the right at any time and in our sole discretion to change or modify these Terms, or any policy or guideline of the site and platform. If we make changes or modifications to these Terms, we will provide you with reasonable notice of such changes, such as by sending an email, providing notice through the Services or updating the “Last Updated” date at the top of these Terms of Service on the Site.. If you do not agree to the amended terms, you must stop using the Services immediately.

3. Disclaimer

GranGran does **not** provide medical care, medical services, or medical advice. The Care Recipient, Primary Care Recipient and Caregivers each acknowledge and accept that the GranGran Services is not intended to be a substitute for in-person care nor for professional medical advice, diagnosis, or treatment of any kind. Always seek the advice

of your physician or other qualified health provider with any questions you may have regarding a medical condition or treatment.

If you are a Caregiver who has decided to use the GranGran Service on behalf of a Care Recipient who is unable to read, understand or agree to these Terms of Service, then you should seek the advice the Care Recipient's physician or other qualified health provider with any questions you may have regarding a medical condition or treatment and the appropriateness of the Services.

Please note that your access and use of the site is at your own risk. GranGran is not responsible for any type of loss or damage which you may sustain as a result of accessing and using the site. GranGran does not permit any third party to operate a link to the site nor does it permit any third party to frame the site without obtaining GranGran's prior written consent.

The GranGran Services are intended only as a tool to remind Users of task and entertainment. Your use of the GranGran Services does not establish a health care provider/patient relationship or any other comparable relationship, between the care recipient or primary caregiver and a licensed health care provider.

Please call the local emergency telephone number or your health care provider if you believe that you or, where applicable the Care Recipient, are experiencing a medical emergency or if you need urgent care.

4. Definitions

"Care Recipient": The person receiving care from a Primary Caregiver. The Care Recipient is the person interacting with the Voice Assistant Technology, via voice, on a regular basis.

"Caregiver": A family member or professional caregiver involved with the care of the Care Recipient, entering into these Terms of Service for the Services and who, where applicable, will configure and maintain GranGran Services and supported dialogs for use by the Care Recipient. One Caregiver will act as administrator and shall be responsible for adding or removing access to the GranGran Services to other Caregivers.

"Cookies": Computer text files that sites send to a visitor's computer or other device to: (1) uniquely identify that visitor's browser and / or (2) store information or settings in that visitor's browser

"GranGran Content": The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio/voice, and the design, selection, arrangement, and look and feel of all of these)

“Materials” materials simply means, any information, contents related to the services GranGran provide via the site

“GranGran-enabled Device”: A smart speaker used to support Services of the GranGran through various Voice Assistant Technology, including but not limited to Amazon’s Echo and Alexa range of products.

“GranGran Portal”: The online portal found when logging into the Site through which the Primary Caregiver configures GranGran-initiated dialogs on Voice Assistant Technology for use by the Care Recipient.

“GranGran User” or **“User”**: Any one of a Care Recipient or a Caregiver.

“User Content”: GranGran Content originated by the Caregiver and entered into the GranGran Portal

“Voice Assistant Technology”: software and / or hardware that enables devices to understand spoken words and be **controlled** through simple **voice commands** and responses.

5. Eligibility and Legal Capacity

You must be at least 18 years of age to access or use our site. If you are accessing or using our Services on behalf of another person, you represent that you are authorized to accept these Terms of Service on that person’s behalf and that you and that the person shall be jointly responsible to us if you or the other person or entity violates these Terms.

6. GranGran Services

GranGran is a platform that aims to use Voice Assistant Technology such as Amazon Alexa to help people with dementia live independently in their homes.

7. Applicability

These Terms of Service apply to every User or customer that uses the GranGran Services. Prior to accessing the Services or, where applicable, the conclusion of a transaction or order via the Site, the text of these general terms and conditions will be made available to the User or customer as applicable to agree.

8. Access to and Use of the GranGran-enabled Device

GranGran-enabled Devices are provided by a third-party manufacturer and not GranGran. Voice recognition and text-to-speech capabilities are currently provided by third-party manufacturers such as Amazon Alexa enabled devices and others. GranGran

cannot be and is not responsible for its accuracy or performance and accepts no liability for the same.

9. Monitoring

We strive to provide an enjoyable online experience for our Users, so we may monitor activity on the Service to foster compliance with these Terms of Service, to make improvements to the Services and to develop new Services. Please see our Privacy Notice for details of what GranGran may do with data captured from such monitoring. You hereby specifically agree to such monitoring.

We have the right (but not the obligation) to:

- Review all Caregiver-configured dialog.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates these Terms of Service, infringes any intellectual property right or other right, or threatens the personal safety of Users or could create any liability for GranGran. You agree that we will not have any liability to you or any other person for taking such actions.
- Disclose your identity to any Care Recipient if you are a Caregiver who claims that material configured by you violates their rights in some way, including any right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the GranGran Portal.
- Terminate your access to all or part of the GranGran Portal for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any regulatory, health body, law enforcement authorities or court order requesting or directing us to disclose the identity of anyone configuring any voice dialogs on or with the GranGran Portal and such cooperation may include details of the Care Recipient.

We cannot and do not undertake to review Caregiver-configured dialogs before they are configured on or transmitted from the GranGran Portal and cannot ensure prompt removal of objectionable material if it is ever created or transmitted in a Caregiver-configured dialog.

You agree that we shall have no liability for any action or inaction regarding the content of Caregiver-configured dialogs, communications, or other content provided by any Caregiver to a Care Recipient

10. Copyright and Limited License

Unless otherwise indicated, the Services and all GranGran Content and other materials relating to the Services, including, without limitation, the GranGran logo, and all designs, text, graphics, pictures, videos, information, data, software, sound files and other files, and the selection and arrangement thereof, (collectively, the “GranGran Materials”) are the proprietary property of GranGran or our licensors and are protected by law.

You are granted a limited, non-exclusive and non-sub licensable license to access and use the Services and GranGran Materials; however, such license is subject to these Terms of Service and does not include:

- a) any resale or commercial use of the Services or the GranGran Materials;
- b) the collection and use of any product listings, pictures or descriptions;
- c) the distribution, public performance or public display of any GranGran Materials;
- d) modifying or otherwise making any derivative uses of the Services and the GranGran Materials, or any portion thereof, unless modification or derivative use is specifically provided for under separate terms;
- e) use of any data mining, robots or similar data gathering or extraction methods;
- f) downloading (other than the page caching) of any portion of the Services, the GranGran Materials or any information contained therein, except as expressly permitted on the Services; or
- g) Any use of the Services or the GranGran Materials other than for their intended purposes.

Any use of the Services or the GranGran Materials other than as specifically authorized herein, without the prior written permission of GranGran, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by implication or otherwise. This license is revocable at any time.

11. Copyright Complaints

If you believe that anything on the GranGran Portal or Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

For the requirements of a proper notification.

Name of Designated Agent:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and reasonable legal fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

12. Trademarks

“GranGran,” the GranGran logos, the slogan and any other GranGran product or service name or slogan contained on the Services are trademarks of GranGran, and may not be copied, imitated or used, in whole or in part, without the prior written permission of GranGran or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing “GranGran” or any other name, trademark or product or service name of GranGran without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of GranGran and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and GranGran or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

13. Accounts Suspension

GranGran reserves the right, without any obligation, to remove or refuse to deliver any User Content, to suspend or terminate User access, and to block users of the GranGran portal and Site without notice and without liability.

14. Cookies Notice

To the extent required by applicable law, we will obtain your consent before placing Cookies or similar technologies on your computer. For more information about our cookies policy please visit our cookies policy page.

15. Third Party Content

GranGran may provide third party content on the Services and may provide links to web pages and content of third parties (collectively the “Third Party Content”). GranGran does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that GranGran is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content at their own risk.

16. Risk Disclosure

You understand and agree that you are solely responsible for any User Content that you create, add, modify, or submit. Any User Content and/or voice dialogs that are configured or transmitted from the GranGran Portal to a Care Recipient’s Voice Assist Technology are solely the responsibility of the Caregiver configuring them. If you choose to use any pre-configured dialogs that the GranGran may offer, you are solely responsible for ensuring that they are appropriate and applicable for the Care Recipient and assume all risk of using them. We do not warrant the accuracy or appropriateness of any GranGran voice dialogs offered for individual use or other User Content created, configured, or submitted by you or any other GranGran User.

GranGran is not a health care provider and the Services are not defined as a medical device or other “covered entity” for purposes of the MHRA (Medical & Healthcare products Regulatory Agency). Therefore, we do not represent that the Services comply with MHRA’s privacy and security rules. You understand that the dialogs that you create or choose may be transmitted in an unencrypted form over WiFi networks and over the internet, and that they will be transmitted or collected audibly by the GranGran-enabled Device. You acknowledge and assume the risks of using the Services to transmit information that may be sensitive information or “special category personal data”. You consent to our processing and transmission all such content in the course of using the Services.

17. User Content and Conduct

The following content standards apply to any and all User Content. The User Content must not:

- Contain any dialogs which a reasonable person would consider defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service.
- Be intended or likely to deceive any person, especially, but not only, a Care Recipient.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person, especially, but not only, a Care Recipient.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, including without limitation contests, sweepstakes and other sales promotions, or advertising.
- Create the impression that any User Content originates from GranGran, or any other person or entity other than the Caregiver, if it does not.
- Infringe the intellectual property of others.

18. Indemnification

You agree to defend, indemnify and hold harmless GranGran, our independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable legal fees) arising out of or related to (a) your use of the Services where such use is in breach of these Terms of Service; (b) any User Content you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Services.

19. Acceptable Use Conditions

The Acceptable Use Conditions are as follows:

1. You agree to use the Site and access the GranGran Materials only for lawful purposes and your use of the Site and GranGran Materials is in no way unlawful or fraudulent;
2. You agree not to use or access the Site or the GranGran Materials for the purpose of harming or attempting to harm minors in any way;
3. You agree not to alter or modify any part of the Site or the GranGran Materials;
4. You agree not to (and will not attempt to) circumvent, disable or otherwise interfere with any security related features of the site or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on you, the use of the Site or access to the GranGran Materials;
5. You agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
6. You agree not to use or access the Site or GranGran Materials for any commercial uses
7. You agree to use the Site and access the GranGran Materials in a way which does not infringe the rights of third parties or restrict or prevent anyone else's use and enjoyment of the Site and GranGran Materials;
8. You agree not to ask for, collect or harvest any personal data of any Visitor or Users of the Site or GranGran Materials;
9. You agree not to post, upload, email or otherwise transmit to or otherwise cause us to email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes;
10. You will not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Site or app (including without limitation the GranGran Materials) for any other purpose other than as permitted by these Terms of Service without our prior written consent;
11. You agree not to use the Site or the GranGran Materials in any manner intended to damage, disable, overburden or impair any GranGran server or the network(s) connected to any GranGran server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the Site;
12. You agree not to use any high volume, automated, or electronic means to access the Site or the Contents (including without limitation robots, spiders or D:DOS);

13. You agree not to frame the Site or the GranGran Materials, place pop-up windows over its pages, or otherwise affect the display of its pages;
14. You agree not to access or attempt to access any other Visitor or User's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present;
15. You agree not to force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Site; and
16. You acknowledge and agree that we may stop (permanently or temporarily) providing the Site, GranGran Materials (or any part of the GranGran Materials) to you or to Users generally for whatever reason, at our sole discretion, without prior notice to you.

20. Limitation of Liability

In no event shall GranGran, or our directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Services or the GranGran materials, including without limitation any damages caused by or resulting from reliance on any information obtained through the Services, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to GranGran records, programs or Services. In no event shall the aggregate liability of GranGran, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the Services or to these terms exceed any compensation you pay, if any, to GranGran for access to or use of the Services.

21. Electronic Communications

For contractual purposes, you (1) consent to receive communications from GranGran in an electronic form such as email, to provide special deals, and promotion; (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GranGran provides to you electronically via email satisfy any legal requirement that such communications would satisfy if they were in writing. This subparagraph does not affect your statutory rights.

22. Local Regulations

We make no representation that our Service is available for use or permitted by law in any particular location or jurisdiction. To the extent you choose to access our Site or use the Services, you do so at your own risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United Kingdom or the country you reside in.

23. Data and Privacy

By using GranGran, you agree to the collection, transfer, storage and use of your personal information by GranGran on servers located in United Kingdom as further described in our Privacy Policy.

24. Dispute Resolution

This agreement, and all disputes in relation to it, shall be governed by the laws of England and Wales regardless of your country of origin or where you access our services. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts. If you live outside of the jurisdiction of the United Kingdom, you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

25. Alternative Dispute Resolution

For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than £10,000, the parties may agree to resolve the dispute in a cost effective manner through binding non-appearance-based alternative dispute resolution. The parties shall seek to mutually agree an established alternative dispute resolution (“ADR”) provider. The ADR provider and the parties must comply with the following rules:

- (a) The arbitration shall be conducted by telephone, online and/or be solely based on written submissions, such process being the process of the ADR provider or as mutually agreed;
- (b) The dispute resolution shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- (c) Any decision rendered by the ADR provider shall be final and binding on the parties.

26. Injunctive Relief

You acknowledge and agree that any violation or breach of the Terms of Service may cause GranGran immediate and irreparable harm and damages. Accordingly, and notwithstanding any other provision of these Terms of Service or other applicable legal requirements, you acknowledge and GranGran reserves the right to, in its discretion, immediately seek and obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek and obtain permanent injunctive relief regarding any violation or breach of these Terms. In addition to any and all other remedies available to GranGran in law or in equity, GranGran may seek specific performance of any term in these Terms, including but not limited to by preliminary or permanent injunction.

27. Termination

GranGran reserves the right, without notice and in our sole discretion, to terminate your license to use the Services, and to block or prevent your future access to, and use of, the Services.

28. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

29. Copyright License

Copyright (c) 2020(s) of first publication GranGran site. Subject to the express provisions of these terms and conditions:

- We, together with our licensors, own and control all the copyright and other intellectual property rights in GranGran site and the material on our site; and
- All the copyright and other intellectual property rights in GranGran site and the material on our site are reserved.

30. Contact Us

If you have any questions about these Terms & condition, please contact us at Email: contact@grangran.com