



IRIS AUDIO ENGINEERING LIMITED

TERMS AND CONDITIONS OF SALE – UNITED KINGDOM AND EUROPEAN ECONOMIC AREA

Version Date: 5 October 2020

1 PURPOSE OF THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions apply to Your purchase of the Product from Us on Our website.
- 1.2 Please read these Terms and Conditions and the documents linked to these Terms and Conditions carefully. You will need to accept these Terms and Conditions before We will accept Your order.
- 1.3 We have tried to make these Terms and Conditions easy to understand but We do understand that You may feel uncertain about some sections when You read them. Our staff are here to help and will be more than happy to assist You with any query You may have.
- 1.4 If You have a query about these Terms and Conditions or do not accept them, please contact Us using the details in Clause 3.
- 1.5 A copy of these Terms and Conditions and all other documents which apply to Your purchase of the Product are available for You to read on Our website.

Do you need extra help?

- 1.6 If You would like these Terms and Conditions in another format please contact Us using the contact details in Clause 3 below.

2 DEFINITIONS AND INTERPRETATION

- 2.1 To make these Terms and Conditions easy to read We have defined some of the words. If a word begins with a capital letter then this means that the word has been defined. A list of the defined words is set out below:

Contract means any contract between You and Us for the sale and purchase of the Product incorporating these Terms and Conditions.

Product means the IRIS headphones, including the Product Software, which are available for purchase on the Website.

Product Software means the software embedded within the Product.

Terms and Conditions	means these terms and conditions of purchase together with Our privacy policy which You can access on the Website.
We / Our / Us	means Iris Audio Engineering Limited (trading as IRIS), a company which is registered in England (company number 12430675) and whose registered office is at Suite 305, 50 Eastcastle Street, London W1W 8EA. Our VAT number is 344 2326 23.
Website	means https://irislistenwell.com or https://iris-headphones.com ; or the mobile application "Iris Listen Well" that is available for download through the Apple App Store and the Google Play App Store.
You / Your	means you, as the customer, ordering and purchasing the Product.

3 HOW TO CONTACT US

Telephone: +44 (0)20 4509 8216.

Email: support@shapedbyiris.com

Postal address: See registered address above.

Website: <https://irislistenwell.com> or <https://iris-headphones.com>

4 YOUR ACCOUNT

- 4.1 In order to buy Our Products, You may register an account with Us (an "**Account**") or You can place Your order via the guest checkout. You can choose to register an Account with Us after submitting your order.
- 4.2 Registering an Account will require you to provide some compulsory information. You confirm that all information and details provided by You are true, accurate and up to date in all respects at all times. You can update or correct Your details at any time by going to Your Account. Any personal information provided to Us will be processed in accordance with Our privacy and cookie policies.
- 4.3 You will need to choose a password when You create Your Account to maintain Your Account security. It is Your responsibility to maintain the confidentiality of Your password and Account information. You will be responsible for all activity that takes place on Your Account.
- 4.4 We shall not be liable to any person for any loss or damage which may arise as a result of any failure by You to protect Your password or Account. Should You become aware of or suspect any unauthorised use of Your password or Account, please contact Us.

5 PLACING AN ORDER

- 5.1 This section sets out how a legally binding contract will be formed between You and Us.

- 5.2 You need to be aware that as We are a start-up company, We only manufacture Our Products once We have received a sufficient number of orders on Our website to commence the manufacturing process. When You place an order, We will take from You a deposit payment of 25% of the purchase price for the Products that You have ordered. This deposit will cover the order of certain parts required for the manufacture of the Products for which there is a long lead time. We will notify you at the time of Your order when we expect to be able to deliver the Products to You (the “**Expected Delivery Date**”). The Expected Delivery Date will be no longer than five (5) months from the date Your order is placed. We will only take payment of the balance from You once We have received sufficient orders to commence manufacturing. We will notify You when Your order has been accepted and manufacture has begun. In the event that we will not be able to deliver the Products to You by the Expected Delivery Date, We will notify You and You will have the opportunity to cancel Your order and be refunded your deposit in full. This is in addition to the cancellation rights You have that are set out in Clause 11 (*Cancellation*).

Completing the Order Form

- 5.3 To purchase Products on Our Website You will need to add the Product to Your shopping cart then fill in and then submit the online order form setting out Your personal information, delivery preferences and Your payment information (“**Order Form**”). You submit the Order Form by clicking on the ‘Place Order’ button.
- 5.4 You should check the Order Form carefully before submitting it. In particular, You must ensure that You have filled in Your personal details on the Order Form correctly (especially Your email address and the delivery address and the Product(s) which You require) otherwise We will not be able to confirm Your order or send the correct Product(s) to You. If You need to correct any errors, You can do so before submitting the Order Form to Us.

Acceptance of an Order

- 5.5 Once You have submitted Your Order Form, We will acknowledge it by email (“**Acknowledgement Email**”). **This does not mean that We have accepted Your order.**
- 5.6 Our Acknowledgement Email¹ will include certain key information which We are required to send to You before a legally binding contract is formed between You and Us. The key information is important as it will form part of the Contract. We cannot change that key information once a legally binding contract has been formed unless You agree to it.
- 5.7 We will contact You if Your order has not been accepted. This will usually be because:
- (a) We have not received sufficient orders for the Product to enter manufacture (in which case We will refund You any deposit paid to Us);
 - (b) We cannot authorise Your payment;
 - (c) there has been a mistake on the pricing or description of the Products.
- 5.8 We will send You an email when we have sufficient orders to enter manufacture to confirm that We have accepted Your order (“**Confirmatory Email**”). The Confirmatory Email will include Your order number and personal details and will attach a link to these Terms and Conditions.

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- 5.9 Once We have sent the Confirmatory Email to You a legally binding contract will be formed between You and Us and We will be required to send the Products to You.
- 5.10 We will send a further email once Your order is ready to be dispatched.
- 5.11 Please note, You do have the right to cancel the Contract and We have set out how You can do that in Clause 11 (*Cancellations*) below and in the limited circumstances set out in Clause 5.2 above.

6 DELIVERY

- 6.1 We use a delivery company to deliver Our Products. Delivery will be by international tracked delivery.
- 6.2 Our Confirmatory Email will tell You:
- (a) the date by which We aim to deliver the Products to You; and
 - (b) provide You with tracking information so that you may track the delivery status of Your order.
- 6.3 If something happens which:
- (a) is outside of Our control; and
 - (b) affects the estimated date of delivery;
- We will give You a revised estimated date for delivery of the Products.
- 6.4 Delivery of the Products will take place when We deliver them to the address that You stated in the Order Form.
- 6.5 Unless You and We agree otherwise, if We cannot deliver the Products within 30 days, We will:
- (a) let You know;
 - (b) cancel Your order; and
 - (c) give You a refund.
- 6.6 If nobody will be available to take delivery, please contact Us using the contact details set out at Clause 3.
- 6.7 You are responsible for the Products when delivery has taken place. In other words, the risk in the Products passes to You when You take possession of the Products or when they are delivered to an alternative recipient in accordance with Your instructions.

6.8 Our Website is solely for the promotion of Our Products in the UK and the EEA. We do not make deliveries to any addresses outside of the UK or the EEA unless We have made separate arrangements with You.

7 PRICE AND PAYMENT

Price

7.1 The price of the Products:

- (a) Is the price indicated on the order pages when You submitted Your Order Form;
- (b) is in pounds sterling (£)(GBP);
- (c) includes VAT at the applicable rate; and
- (d) unless otherwise stated does not include the cost of delivering the Products. Delivery options and costs will be clearly stated at point of purchase.

7.2 We take all reasonable care to ensure that the price of the Product advised to You is correct. However, it is always possible that, despite Our best efforts, some of the Products We sell may be incorrectly priced. We will normally check prices before accepting Your order so that, where the Product's correct price at Your order date is:

- (a) less than Our stated price at Your order date, We will charge the lower amount;
- (b) higher than Our stated price at Your order date, We will contact You for Your instructions before We accept Your order.

If We accept and process Your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, We may end the Contract, refund You any sums You have paid and require the return of any Products provided to You.

Payment

7.3 We accept the following credit cards and debit cards: Visa, Mastercard and American Express. We do not accept cash.

7.4 We will do all that We reasonably can to ensure that all of the information You give Us when paying for the Products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on Our part We will not be legally responsible to You for any loss that You may suffer if a third party gains unauthorised access to any information that You give Us.

7.5 Your credit card or debit card will only be charged when the Products are ready to be dispatched.

7.6 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:

- (a) Verified by Visa;
- (b) Mastercard®SecureCode™; or
- (c) American Express SafeKey.

7.7 If Your payment is not received by Us and You have already received the Products, You must pay for the Products within 30 days.

7.8 If You do not return any Products (such as where You have not paid for them) We may collect the Products from You at Your expense. We will try to contact You to let You know if We intend to do this.

7.9 Nothing in this clause affects Your legal rights to cancel the Contract during the 'cooling off' period under Clause 11 (*Cancellations*).

8 PROMOTIONS AND DISCOUNT CODES

8.1 From time to time We may apply promotional prices to the Product on Our Website. These promotional prices will only apply in the context in which the promotion is given and are subject to the specific terms of that promotion. We may update promotions at any time.

8.2 To benefit from discounted prices, You must quote the relevant discount code when You order the Product (where applicable). We may update and withdraw discount codes at any time.

9 SOFTWARE END USER LICENCE

9.1 We grant You a limited and non-exclusive license to use the Product Software only in conjunction with the Product for Your personal use.

9.2 You agree not to and will not permit others to:

- (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Product Software or make the Product Software available to any third party except if You sell the Product when You may transfer this licence with the Product to a new owner, provided that the new owner agrees to be bound by this Clause 9;
- (b) use the Product Software for any purpose other than as permitted in Clause 9.1;
- (c) use the Product Software on any device other than the Product that You own or control;
- (d) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Product Software (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact Us and provide Us an opportunity to create such changes as are needed for interoperability purposes).

9.3 The Product Software will continue to work on the Product without further updates or upgrades and will match the description of it provided to You when You bought it.

9.4 To be able to access updates and upgrades to the Product Software, You will need to download Our application onto Your mobile device. If you choose not to download the application, or not to install any updates or upgrades, You may still continue to use the

Product Software but You will not have access to any new functionality, performance or enhancements.

- 9.5 The Product Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are Our exclusive property. We reserve all rights in and to the Product Software not expressly granted to You in these Terms and Conditions.

10 WARRANTY AND FAULTY PRODUCT

- 10.1 If You have any difficulty in operating Your Products (or the Product Software) when You receive them, please first contact Us at support@shapedbyiris.com where Our teams are available to assist You. If We are unable to assist You, Your rights are set out below.

- 10.2 We offer a warranty of one (1) year from the date You receive the Product. If during that time Your Product breaks due to Our fault or does not work as described on the Website, please contact Us at support@shapedbyiris.com to request a replacement Product. We may require evidence of the fault or damage and return of the faulty or damaged Product. We will bear the costs of returning Products to Us to Our registered address set out in Clause 2.1.

- 10.3 By law, We are required to supply goods which are as described by Us, fit for purpose and of satisfactory quality. We have given You certain promises about the Products in Clause 10.4 below. A summary of Your key legal rights is set out in the table at the end of this clause.

- 10.4 We warrant that the Products:

- (a) conform to the description of the Products advertised on the Website and available as a downloadable PDF;
- (b) are of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose;
- (c) are free from design and other inherent defects;
- (d) comply with all relevant legislation in England;
- (e) do not infringe the intellectual property rights of any third party; and
- (f) are properly labelled, packaged, marked and described in accordance with the order and will be properly packed and secured in such a manner so they reach their destination undamaged and in good condition.

- 10.5 Please contact Us using the contact details at Clause 3, if You want:

- (a) Us to repair the Product;
- (b) Us to replace the Product;
- (c) a price reduction; or
- (d) to reject the Products and get a refund.

- 10.6 For UK Customers, you can find more detailed information on Your rights and what You should expect from Us on the Citizens Advice website www.citizensadvice.uk or by calling 03454 040506.

Summary of Your key legal rights

This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information on Your rights and what You should expect from Us, You can visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Product Your legal rights entitle You to the following:

- up to 30 days: if the Product is faulty, then You can get an immediate refund.
- up to six months: if the Product cannot be repaired or replaced, then You are entitled to a full refund, in most cases.
- up to six years: if the Product does not last a reasonable length of time You may be entitled to some money back.

See also Clause 11 (*Cancellations*) below on Your rights to cancel.

11 CANCELLATIONS

- 11.1 If You are a consumer (i.e. not buying the Product(s) in the course of Your business, trade or profession), then You may cancel Your order for the Products within 14 days without giving any reason.
- 11.2 The cancellation period will expire after 14 days from the day on which You acquire, or a third party indicated by You (not the delivery company) acquires, physical possession of the Products.
- 11.3 To exercise Your right of cancellation, You must:
- (a) inform Us (at the address set out in Clause 2.1 of these Terms and Conditions) of Your decision to cancel the order by a clear statement (e.g. a letter sent by post or email).
 - (b) if You have received the Products relating to the order You wish to cancel, return

those Product(s) to Us at our registered office as set out at Clause 2.1 within 14 days from the day on which You communicate Your cancellation to Us. The deadline is met if You return the Products before the 14 day period has expired. You will have to pay for the delivery costs of returning the Products.

- 11.4 To meet the cancellation deadline, You need to send Your notice of cancellation before the cancellation period has expired. If You send Us a notice of cancellation by post and/or return the Product(s) to Us, We advise You to keep proof of postage.
- 11.5 If You decide to cancel Your order, We will reimburse You for all payments which We have received from You in relation to Your order, including the cost of delivery.
- 11.6 We may make a deduction from the reimbursement for loss in value of the Products supplied, if the loss is the result of unnecessary handling by You.
- 11.7 We will make the reimbursement without undue delay and no later than:
- (a) 14 days after the day We receive back from You the Products supplied; or
 - (b) (if earlier), 14 days after the day You provide evidence that You have returned the Products to Us; or
 - (c) if no Products were supplied to You, 14 days after the day on which We are informed about Your decision to cancel the order.
- 11.8 We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. We may withhold reimbursement until We have received the Products back or You have supplied evidence of having sent the Products back, whichever is the earliest.
- 11.9 If You have received the Products prior to cancelling the order, You will only be liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products.
- 11.10 No such rights of cancellation (as set out in Clauses 11.2 to 11.9 above) applies if You are purchasing the Product(s) otherwise than as a consumer.

12 OWNERSHIP OF PRODUCTS

- 12.1 All Products ordered by You will remain Our property until We have delivered the Products to the address stated in the Order Form.
- 12.2 If We have not received payment in full for the Products prior to their delivery, then the Products will remain Our property until such time as payment is received in full. We reserve the right (subject to applicable law) to terminate Your right to use the Products, and to enter Your premises and repossess the Products (or to instruct a third party to do so), if payment is not made when due, or if the credit/debit card company declines payment or requires Us to return any payment made for the Products, for any reason.

13 OUR LIABILITY TO YOU

- 13.1 These Terms and Conditions do not exclude or limit Our liability (if any) for:

- (a) death or personal injury caused by Our negligence;
 - (b) fraud;
 - (c) fraudulent misrepresentation; or
 - (d) any matter which it would be illegal for Us to exclude or attempt to exclude Our liability.
- 13.2 We are only liable to You for losses which You suffer as a direct result of Our breach of these Terms and Conditions and which are reasonably foreseeable. We are not liable for any other losses.
- 13.3 We only supply the Product for domestic and private use. If you use the Product for any commercial, business or re-sale purpose We are not responsible to You for any business losses that You may incur.
- 13.4 You may have other rights granted by law and these Terms and Conditions do not affect these.

14 GENERAL

- 14.1 In purchasing a Product, You represent and agree that You are buying the Products solely for Your personal use, and not for business reasons (for example for resale or commercial distribution).
- 14.2 These Terms and Conditions are only available in English. No other languages will apply to these Terms and Conditions or any Contracts.
- 14.3 If You are unhappy with anything, please contact us so we can resolve the matter. However, if we cannot resolve the dispute using our internal complaint handling procedure You may wish to use an alternative dispute resolution process where an independent body seeks to resolve the matter. Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform ec.europa.eu/consumers/odr.
- 14.4 All Contracts will be governed by English law.
- 14.5 Any court proceedings must be taken at a court within England and Wales.
- 14.6 You may not transfer any of Your rights under the Contract to any other person.
- 14.7 We may transfer any of Our rights under the Contract to any person or ask any person to fulfil any aspect of it so long as the performance of the Contract is not affected.
- 14.8 Only You and Us have any rights under the Contract. No other person shall have any rights under the Contract.
- 14.9 We may need to amend these Terms and Conditions from time to time. In these circumstances, We will notify You by email and by displaying a notice on Our Website explaining the changes We are making not less than 4 weeks before We make any changes. Each time You purchase a Product from Us, the Terms and Conditions in force at that time will

apply. Please check on our Website to ensure that you understand which Terms and Conditions apply. A copy of the latest version of the Terms and Conditions can be found on the Website or is available on request from Us.

- 14.10 You may not use Our (or members of Our group's) trademarks or intellectual property without Our prior written consent.
- 14.11 We take responsibility for care of Your data very seriously. Please see Our privacy policy for information on how We process Your data.
- 14.12 If You are a consumer then nothing in these Terms and Conditions will affect Your statutory rights.