

# AABORING TERMS OF USE

Welcome to Your Circle of Health & Wellness. We thank you for choosing aaboRing! You are reviewing these Terms of Use because you use or have purchased, or are considering purchasing or using, the aaboRing Services (the "aaboRing Services"), consisting of a smart ring with the aaboRing mobile application (the "Mobile App").

THESE TERMS OF USE ARE A LEGAL AGREEMENT BETWEEN YOU AND 1008 DIGITAL HEALTH PVT. LTD. "AABO". PLEASE READ THEM THROUGH CAREFULLY BEFORE USING AABORING, AABORING APP AND/OR AABORING SERVICES. By using any aaboRing Services you signify your agreement to these Terms of Use (the "Terms of Use"). If you do not agree to these Terms of Use, you may not use the aaboRing Services and should not purchase the aaboRing Services.

The aaboRing Services have been developed and are owned by 1008 Digital Health Pvt. Ltd. which is referred to as "aabo" we, us or our in these Terms of Use. You are referred to as "you" or "your" in these Terms of Use.

## Support and Questions

If you have any questions about the installation or use of the aaboRing Services or have technical difficulties, you will find FAQs on our Website at <https://aabo.in/aaboring>, or you may e-mail us at [info@aabo.in](mailto:info@aabo.in)

## Changes to Services and Terms

We may change or discontinue, in whole or in part, the aaboRing Services at any time without notice. You acknowledge that aabo is not liable to you or to any third party for any such action.

We may modify these Terms of Use from time to time. The most current Terms of Use will be available on the aabo home page and the date of the latest update is indicated at the top of these Terms of Use. We may communicate major changes with a special notice on the aaboRing Services or by email. You accept such modified Terms of Use by continuing to use of the aaboRing Services.

## Requirements for Use of the aaboRing Services

You represent and warrant that you are aged 18 years or older and have the legal authority to accept these Terms of Use on your own behalf or any party you represent. Please also refer to the Precautions in these Terms of Use.

The full aabo experience requires the aabo Product, mobile device, Internet access to the Mobile App and Website, and other required software (if any). Periodic updates to any of these elements may be required for improved performance, and the performance of the whole may be affected by the performance of any of these elements. You are responsible for obtaining your own Internet access and mobile device to access the aaboRing Services.

## Precautions

Please note that aaboRing Services are not intended to diagnose, treat, cure, or prevent any disease or medical condition. The information and guidance in the aaboRing Services are there for informational purposes only and can not replace the services of health professionals or physicians. You should always consult a physician before making any changes to your sleep or activity based on information or guidance of the aaboRing Services, or if you have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something

you have read on or through the aaboRing Services. We are not responsible for any health problems that may result from information or guidance you learn about through the aaboRing Services. If you make any change to your sleep or activity based on the aaboRing Services, you agree that you do so fully at your own risk. It is important to be sensitive to your body's responses. For example, if you feel unexpected, repeating or long term pain, fatigue or discomfort due to having made changes to your sleep or activity, it is recommended that you consult a physician before continuing with such changes. The information and guidance in the aaboRing Services may be misleading if your physiological functions and responses differ significantly from population averages due to medical conditions or rare natural differences.

Please be cautious that the aaboRing product you are wearing does not get caught on fixed structures or heavy objects when moving yourself or moving said heavy objects.

If you experience redness or skin irritation on your finger due to aaboRing product, remove it immediately. If symptoms persist longer than 2-3 days of not using your aaboRing Product, please contact a dermatologist.

## **Corporate Contact Info**

Mailing Address: 1008 Digital Health Pvt. Ltd., #B207, Kailas Industrial Complex, Parksite, Vikhroli (W), Mumbai - 400079

Phone:9619577331

For questions on support, orders, returns or product information, please email [info@aabo.in](mailto:info@aabo.in)

## **Privacy Policy**

The aaboRing Services are subject to the aaboRing Privacy Policy, which can be found at <https://aabo.in/aaboring-privacy-policy>

## **Limited License and Ownership of the aaboRing Services**

You are hereby granted a non-exclusive, revocable and nontransferable license to use the aaboRing Services in accordance with these Terms of Use.

aabo or its licensors own all title and rights to the aaboRing Services, including, but is not limited, to all copyrights, trademarks, know-how and other intellectual property rights included therein. You may not reproduce (whether by linking, framing or any other method), transfer, distribute, store, modify, decompile, disassemble, or create derivative works of, publicly display, or commercially exploit any part of the aaboRing Services except as necessary to display, download or print (without modification) for your own non-commercial use. All rights in the aaboRing Services not expressly granted to you by aabo are retained by aabo and its licensors. Violation of any of these Terms of Use gives aabo sole discretion to refuse or terminate access to the aaboRing Services effective immediately. In such an event you are obliged to immediately destroy any copies you have made of any portion of the aaboRing Services.

You may propose to aabo modifications or improvements to all or any part of the aaboRing Services. By choosing to disclose such proposal to aabo, you hereby grant aabo all title and ownership and intellectual property rights to such proposal.

## **Indemnity**

You agree to defend, indemnify and hold aabo and its partners, affiliates, service providers, licensors, officers, directors, employees and agents harmless from and against any claims, actions or demands, including but not limited to reasonable legal and accounting fees, alleging or resulting

from: (a) your violation of these Terms of Use; or (b) your violation of aabo's intellectual property rights, any third party rights or any applicable law when using the aaboRing Services.

## **Local Law and Export Control**

In relation to your purchase and use of the aaboRing Services, you agree to comply with the laws of India under jurisdiction of courts of Mumbai.

## **Third Party Services**

To increase value to our users, we may provide links or references to third party websites or services within the aaboRing Services. We have no control of such websites or services and do not assume any responsibility or liability for any damage or loss of any kind for or due to their content, functionality, or practices. If you decide to access these third party websites or services, you do so at your own risk. aabo suggests that before using these third party websites or services you read their terms of use and privacy policies (if any).

## **Content and Warranty Disclaimer**

Except for the limited warranty for the ring forth below, the ring and the aaboRing Services are provided by aabo and its affiliates "As is."

Neither aabo partners, suppliers, or affiliates make any representations or warranties of any kind, express or implied, as to the operation of the aaboRing Services (Including the ring & Mobile App), its contents, or any information made available by or through the aaboRing Services. In addition, aabo and its partners, suppliers and affiliates disclaim all warranties with respect to the aaboRing Services (Including the ring & Mobile App), express or implied, including but not limited to the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement. Furthermore, aabo does not warrant that use of the aaboRing Services will be uninterrupted, available at any time or from any particular location, secure or error-free, that defects will be corrected, or that the aaboRing Services (Including the ring) are free of viruses or other potentially harmful components.

Limited warranty for the ring. aabo warrants to the original end user purchaser that the ring is free from defects in material and workmanship for One (1) year from the date of purchase.

Aabo may provide extended warranty on aaboRing thru separate Extended Warranty plans as per the terms & conditions applicable thereof. Within the warranty period, aabo shall repair or replace at no charge to you any components of the ring that fail the limited warranty provided. You shall be responsible for any related transportation charges. Replacement products may be new or refurbished at our discretion. This limited warranty does not apply to (i) normal wear and tear, including Scratches and dents; (ii) consumable parts included in ring such as batteries, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage resulting from your failure to use the ring in accordance with the instructions accompanying the ring or available at our website; (iv) damage resulting from an accident, flood, fire, misuse, or abuse; (v) damage resulting from service performed, or damage resulting from tampering or alterations to the ring, by anyone not authorized by aabo; or (vi) use of the ring with any other application or software than the aaboRing mobile app.

aabo retains the exclusive right to repair or replace the ring, or offer a full refund, at its sole discretion. Such remedy shall be your sole and exclusive remedy for any breach of warranty.

Warranty repairs and replacements have a new warranty which is the longer of ninety (90) days or the balance of the original one-year warranty.

## **Limitation of Liability**

In no event will aabo or any of its affiliates be liable for direct, indirect, incidental, punitive or consequential damages (Including without limitation those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use or the results of use of the ring and the aaboRing Services, whether such damages are based on warranty, contract, tort or any other legal theory and whether or not aabo has been advised of the possibility of such damages. The aggregate liability of aabo, arising from or relating to the ring and aaboRing Services (Regardless of the form of action or claim, E.G. Contract, warranty, tort, strict liability, negligence, or any other legal theory) is limited to ₹2000.

## **Governing Law and Disputes**

aaboRing, mobile app and aaboRing Services are meant to be used in India. Aabo shall launch its services to other countries and may extend its services, it is sole discretion to aabo.

Regardless of the country in which you reside, these Terms of Use shall be governed by and construed in accordance with the laws of India, without regard to the principles of conflicts of law of any jurisdiction.

Both parties shall use their best efforts to settle by amicable negotiations any disputes which may occur between them arising out of or relating to these Terms of Use; the existence, validity, termination, interpretation of any term hereof; and disputes regarding your use of the aaboRing Services. If the parties fail to reach an amicable settlement, either party may refer such dispute to binding arbitration.

In either case, the arbitration shall be conducted by a single arbitrator who shall be a professional, legal or otherwise, but shall not be, or have previously been associated with either party (the "Arbitrator"). The arbitral award shall be final, binding and non-appealable. The Arbitrator's award must be reasoned and issued in writing within thirty (30) days of the hearing, unless otherwise agreed to by aabo and you.

Notwithstanding the foregoing, in recognition of the irreparable harm that a breach by you of aabo's intellectual property rights would cause, aabo may seek an injunction against such violation or breach in a court of competent jurisdiction.

## **General**

English language shall govern all documents, notices, and interpretations of these Terms of Use. Sections titled Precautions, Indemnity, Content and Warranty Disclaimer, Limitation of Liability and Governing Law and Disputes shall survive and remain in effect after your license to use the aaboRing Services has terminated for any or no reason.

aabo's failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision unless acknowledged and agreed to by aabo in writing. These Terms of Use constitute the entire agreement between you and aabo with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party and any attempt to do so is void.