

Welcome to Vixen Electronics Monitoring System (VEMS), a non-intrusive activity monitoring service designed to support independent living for older or disabled individuals choosing to remain in their own home, and to give their friends, relatives and carers peace of mind.

This Returns and cancellations Policy is intended to explain Vixen Electronics' obligations when you, as the customer, decide that you wish to return one or more of the sensors that you have purchased, or cancel the VEMS Service contract to which you signed up. It also describes the procedures you need to follow in order to ensure that the return or cancellation is processed as smoothly as possible.

This policy is binding and applies to You from the time that Vixen Electronics Ltd provides you DIRECTLY the VEMS sensors or access to the Service. If you purchase sensors or sign up to the VEMS Service through a third party, alternative Returns and Cancellation Policies may apply.

The VEMS Service may evolve over time based on user feedback. Vixen Electronics Ltd reserves the right to change these policies at any time, effective upon posting the updated version; Vixen Electronics Ltd will make every effort to communicate these changes to You via email or notification via the Website.

By registering to use the Service you acknowledge that You have read, understood and agree with the VEMS Returns and Cancellation Policy, or have granted the authority to act on your behalf to the person who is purchasing the sensor(s) and/or registering for the VEMS Service.

This policy was last updated on 8th February 2021.

1. Definitions

"Agreement"

means this Policy.

"Data"

means any data entered by You or with Your authority into the Vixen Electronics website or the Mobile

"Service"

means the monitoring and alert service made available by Vixen Electronics Ltd via the Website and the Mobile Phone applications.

"Goods"

means the sensor unit(s) required to capture the motion, temperature and humidity.

"Website"

means the Internet site at the domain www.vixenelectronics.co.uk or any other site operated by Vixen Electronics Ltd.

"Mobile Phone Applications"

means the VEMS Administration and VEMS Notifications mobile phone applications that can be downloaded from the Google PlayStore, the Apple App Store and the Amazon Appstore.

"Vixen Electronics Ltd"

means Vixen Electronics Ltd Limited which is registered in England and Wales with number 10545037

"Representative"

means a person other than the Subscriber, who purchases sensors and or subscribes to the service with the authority of and on behalf of the Subscriber.

"Subscriber"

means the person who registers to use the Service..

"You"

means the Subscriber, or the Subscriber's Representative.

"Original Packaging"

means the cardboard box and in-fills provided by Vixen Electronics when the sensor was sent to you.

2. Returns and Refunds

2.1 Acceptable reasons for a Return or a Refund

You are entitled to return or to a refund for a VEMS Sensor Unit depending on the reason and the time elapsed since the delivery of the unit. The paragraphs below describe the circumstances.

a. ***The sensor is faulty or damaged on arrival or the functionality is not as described in the Vixen Electronics Website literature.***

You may exercise the right to a refund for the product within 30 days of delivery.

b. *The sensor develops a fault during the warranty period.*

You may return the sensor and request a replacement provided the fault has developed during the warranty period and has not been caused through human error, carelessness or misuse (dropping the sensor, pouring liquid over it, etc.)

c. *You change your mind*

If you change your mind after you have ordered and paid for the sensor, but no longer wish to purchase it, you are entitled to request a Refund provided you request it within 14 calendar days of having received the sensor and you return it to Vixen Electronics un-opened and in its original mint condition.

For further information about your statutory rights in the UK please contact your local authority Trading Standards Department or Citizen's Advice Bureau.

2.2 Procedure for returning a Sensor

a.1 - Please go to the Vixen Electronics Website (www.vixenelectronics.co.uk)

a.2 - Log in and click the ***Returns*** hyperlink menu bar of the Dashboard page. This will take you to the ***Returns*** Page.

b. Once in the ***Returns*** page, provide the details required and submit the request. Vixen Electronics will send you an email acknowledging your request. This will be followed by a separate email including a Returns Merchandise Authorisation (RMA) number.

c) The first email will be followed by a separate email including a Returns Merchandise Authorisation (RMA) number and a pre-paid postage label, which you need to print.

d) You must package the sensor securely – ideally in its original box -, seal it and affix the prepaid postage label and post it.

e) As soon as we receive the package we will notify You by email, and confirm that we are processing your request.

Depending on the requirement, Return and Replace, or Return and Refund, we will process it and keep you informed.

3. Service Cancellation

3.1 Before the Service has commenced.

a. Once you have requested the VEMS Service, You have the right to cancel your contract at any time up

to 14 calendar days after signing up for the service. For example, if You signed up for the service on a Monday, you have 14 days to notify us of your cancellation.

b. Vixen Electronics will not start providing the service before the 14 day cancellation period has ended, unless You have made an explicit request that the service should start straight away.

If You request that the service starts straight away You will still have the right to cancel within 14 days, but You must pay for the value of the service that is provided from the day it starts up to the day You cancel.

3.2 Once the Service has been running for a while.

If the circumstances of the Subscriber change, and the service is no longer required. Please use the Returns functionality to let us know. We will communicate with You via email to finalise the date when the service will be stopped and the last payment taken from your account.

4. Communications

As a technology company, we prefer to communicate with you online. If we are required to communicate with You, we will:

- a. Communicate general messages with a notification on the Website; and
- b. Communicate messages specific to You, including in the event of actual or suspected fraud, to the email address provided by You during the registration process.

REVISION HISTORY

Version	Date	Reason	Status
0.1	02/01/2020	First Draft	Draft
1.0	08/02/2021	Official release	Released