

Terms and conditions for sale of products and services

Biokvant® Ltd.

Biokvant® Ltd. (the Company) is a manufacturer and seller of goods, developer and rightholder of licensed products (the Software) and performer of services paid, including through the website www.vedapulse.com

1. Products by Biokvant® Ltd.

are sold under the terms of the contract for the purchase and sale of products remotely, by viewing the product (*Equipment*) on the seller's website. The product offer is a public offer - that is, an offer to make a purchase, addressed to all interested consumers.

The moment of entering into the contract is the registration and confirmation of an order by the buyer. Seller's obligation to deliver and transfer the product to the buyer becomes executory at the payment for the selected product made by the buyer. Acceptance of other terms of sale is allowed only by entering into a contract in writing (*Application for conclusion of the contract on other terms*).

The purchase offer is valid within 7 days from the date of registration and confirmation of the order. You can get information on ordered products and the stage of order execution in your private account*.

Payment for the selected product can be made in cash at the seller's cash-office or by bank transfer using one of the *following methods*.

Delivery of the product to the buyer. Delivery of the product is arranged by the seller either at seller's expense or at the expense of the buyer, depending on the product category, to the address specified in the order. You can find the terms and cost of delivery on the s webpage.

* You can create a private account by registering on the website www.vedapulse.com (fill out the registration form). The Company will use the data provided for registration in accordance with the terms of the *User agreement*

Return of the products. The buyer has the right to refuse an adequate quality product at any time before receiving, and after receiving of the product - within 7 days from the date of delivery. The return of an inadequate quality product is possible during the warranty period. You can find the terms and conditions of the return of the products [here](#).

Inform us of your decision to refuse or return the product by email mail@vedapulse.com (specify the number of the order in the Claim for faster searching).

NB!

Return of adequate quality product is possible only if the product (including packaging) has preserved marketable condition, as well as at provision of document confirming the fact and conditions of purchase (invoice, payment receipt or other supporting documents). The product and the primary packaging must not be damaged, scuffed, scratched, chipped, stained or have any other defects.

Refunding, less return delivery charges (if paid by the seller), is made within 10 days from the date of receipt of the rejection claim or from the date of the claim for return of the product (the claim is considered submitted if the product is presented for return). With the product subjected for return, the buyer must send a signed copy of [Return and acceptance act](#).

Refunding can be made using one of the methods specified in the [Claim for Return of Funds](#)

All the costs of refunding are to be covered at the seller's expense.

Terms of use of the product. Connecting and putting the product into operation does not require the help of qualified specialists. Requirements for PC used for running the program are specified in the instructions and also [here](#).

When using the VedaPulse® Software to expand the functionality of the computer it is recommended to complete the training. You can apply for training [here](#).

2. Licensed products

Biokvant® Ltd. is the licensor, developer and copyright holder of **the computer program VedaPulse®** consisting of basic and additional software modules (hereinafter referred to as the Software), listed [here](#).

The right to use the Software is granted to Users (the Licensees) under the terms of a simple (non-exclusive) license under a service agreement that includes:

- granting the right to use the Software;
- software update;
- technical support;
- operation training;
- granting the right to use a collection of free information resources.

This offer to conclude a contract is a public offer - that is, an offer to order services addressed to all interested users.

The moment of entering the contract of the provision of services is the registration and confirmation by the User of the order of the selected software modules, listed [here](#).

The moment when the obligation arises is the pre-payment of the order cost. Approval of other terms of the agreement is allowed only by entering into the agreement in writing ([Application for conclusion of the contract on other terms](#)).

Licensor's obligation to transfer the right to use the Software and provide services becomes executory at the preliminary payment for the order made by the User. Acceptance of other terms of the contract is allowed only by entering into a contract in writing ([Application for conclusion of the contract on other terms](#)).

The moment of entering the License agreement. License agreement concluded by the parties in a simplified manner is a contract of accession, the terms of which are set out in electronic form (**paragraph 2 of article 434 of the civil code of the Russian Federation**). The beginning of usage of the program by performing actions specified directly in the text of the [license agreement](#) means the User's consent to enter into the agreement.

Main provisions of the license agreement:

- The right of usage is paid, non-fixed-term, non-restricted by the territory;
- The purchased Software is single-user product. The right to use the Software is limited to the right to use a copy of IT installed by downloading it from

the copyright holder's website at the [specified link](#) and then activating it using the USB security key.

- The right and the period of use is subject to the [license agreement](#) compliance by the User (Licensee), approved by an annual check for the validity of USB security key (prolongation of subscription). This service is paid, the fee does not depend on the number of modules used in the Software.

- The first order may include two USB security key – the ordered one (#1) and the demo one (#2). At purchasing the basic software module, by VedaPulse® the User (Licensee) is granted the right to use the entire line of additional software modules for 7 (seven) calendar days under the terms of a simple (non-exclusive) urgent royalty-free license.

- To start using the Software, the User must activate the USB security key(s) by contacting the Company's technical support ([link](#))

The offer to conclude a contract is valid for 7 days from the date of registration and confirmation of the order. You can get information about the ordered products and the stage of order execution in your private account*

Payment for the order can be made in cash at the seller's cash-office or by bank transfer using one of the [following methods](#).

The moment of obligations on granting the right to use software and provision of services to support become executory is moment of payment for the ordered Software carried out by the User. The date of actual execution of obligations on granting the right of use the Software is the date of sending of activated USB security key to the user's e-mail specified in the order application.

Return of the Software (refusal). The buyer has the right to refuse the ordered Software at any time before receive, that is, before sending of the activated USB security key by the seller. The claim to refuse the Software is sent by the company's email address mail@vedapulse.com

Return (refusal) of the Software after receive, generally is not allowed because the acquired rights to use the Software relates to copyright and is protected as a literary work (article 1259 of the civil code of the Russian Federation). In their turn, non-periodical outlets in accordance with article 25 of the Federal Law “On consumer protection of the Russian Federation” belong to the list of non-food products that are not subject to return or exchange (Decree of the Government of the Russian Federation, dated 01.19.1998 #55).

Despite the above, the Licensor accepts the additional obligations associated with the return (refusal) of the Software, but only within 7 days from the date of transfer of the rights.

In refusal of the right to use the Software, the right is terminated by blocking the USB security key code.

Refunding is made within 10 days from the date of submission of the claim and return of the USB security key (included in the complete set of the data entry device), sent to the Company (Licensor) with the simultaneous execution of *Return and acceptance act* signed by the User. You can find the terms and procedure for returning the key [here](#).

Refunding can be made using one of the methods specified in the *Claim for Return of Funds*.

All the costs of refunding are to be covered at the Licensor expense.

Terms of usage of the Software. The Software requires PC, the technical requirements for PC are listed [here](#).

The Software is intended for obtaining various types of reports based on the processing of data on heart rate variability entered into the Licensee's personal computer through the use of special data entry device.

Software algorithms and source codes are developed based on their compatibility with VedaPulse® devices (hardware). The Licensor is responsible for operation of the Software used with any other devices except VedaPulse® data entry device for the purpose of obtaining and entering heart rate variability data and not able to provide assurance on the reliability of the analytical results obtained.

To use the VedaPulse® Software it is recommended to complete the training. You can apply for training [here](#).

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