

## **ADRASTEIA SOLUTIONS LIMITED – TERMS OF USE**

This page (together with our *Privacy Policy*) tells you information about us and the legal terms and conditions (**Terms**) on which we provide services or sell to you any of the products listed on our website (**Contract**). Please read these Terms carefully.

You should print a copy of these Terms (or save them to your computer) for future reference.

### **1. Introductions**

Thank you for choosing Adrasteia Solutions Limited, trading name: Harmonic Consultation Agency (“**we**”, “**us**”, “**our**”, “**Harmonic Consultation**”). By using the Harmonic Consultation service, websites, or software applications (together, the “**Harmonic Consultation Service**” or “**Service**”), including by purchasing or receiving Harmonic Consultation offers, you are entering into a binding contract with us. For the avoidance of doubt, you must be 16 years or older to use the Harmonic Consultation Service.

In order to use the Harmonic Consultation Service, you need to have the power to enter a binding contract with us and are not barred from doing so under any applicable laws. You also warrant that any registration information that you submit to Harmonic Consultation is true, accurate and complete, and you agree to keep it that way at all times.

### **2. Changes to the Contract**

Occasionally we may make changes to the Harmonic Consultation Service and the Contract. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

### **3. Use of the Harmonic Consultation Service**

#### **3.1 Subscription**

Users of the Harmonic Consultation site may gain full access to the Service by completing our order form following the procedure set-out on our website: [www.harmonicconsultationagency.com](http://www.harmonicconsultationagency.com)

### 3.2 Payment

The payment process for our Service is provided via the Paypal pre-approved payments system. For each applicable transaction your Paypal e-mail address will be entered on the payment screen, along with confirmation of the purchase to be made.

### 3.3 Electronic Service Delivery

You agree and consent to receive electronically all communications, Contracts, documents, notices and disclosures (collectively, "**Communications**") that we provide in connection with your use of our Service. Communications include:

- Contracts and policies you agree to (e.g., the Harmonic Consultation Cookie Policy and the Harmonic Consultation Privacy Policy), including updates to this Contract or our policies;
- transaction receipts or confirmations;
- account statements and history; and
- any other order or transaction information.

We will provide these Communications to you by posting them on the Harmonic Consultation website and/or by e-mailing them to you at the e-mail address listed on your Harmonic Consultation order form. It is your responsibility to keep your e-mail address up-to-date so that Harmonic Consultation can communicate with you electronically. You understand and agree that if Harmonic Consultation sends you an electronic Communication but you do not receive it because your e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Harmonic Consultation will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes e-mails from senders not listed in your e-mail address book, you must add the appropriate Harmonic Consultation e-mail address to your e-mail address book so that you will be able to receive the Communications we send to you.

You can update your e-mail address at any time by contacting Harmonic Consultation on [info@harmonicconsultationagency.com](mailto:info@harmonicconsultationagency.com)

### 3.4 Content and images

By using the Harmonic Consultation Service, you agree that any content you upload to our site, including photographs and any other images, shall be of an acceptable nature and should you upload any image deemed unacceptable this shall constitute unauthorised use of our Service and we reserve the right to terminate our Contract with you and suspend your access to our site pursuant to clause 7 of these Terms. For the avoidance of doubt, unacceptable images include any images deemed by us (at our absolute discretion) to be obscene, defamatory, or pornographic in nature. In addition, should we deem any such unacceptable images to

constitute a breach of any applicable law or laws, we reserve the right to disclose your personal details to the appropriate law enforcement body.

Please also note that we do not accept any videos or similar files that may be submitted to our site and these will be deleted upon receipt.

#### **4. Technology limitations and modifications**

Harmonic Consultation will make reasonable efforts to keep the Harmonic Consultation Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Harmonic Consultation reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Harmonic Consultation Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Harmonic Consultation Service or any function or feature thereof. You understand and agree that Harmonic Consultation has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

#### **5. Payments, cancellations and cooling off**

If you reside in a European Union member country and have purchased our Service using our website, you have the right to change your mind and receive a refund within fourteen (14) days of purchase (the **“Cooling-off Period”**). For more information on your rights to receive a refund, please see clause 6 below.

We may change the prices charged for our Service from time to time, and will communicate any price changes to you. By continuing to use the Harmonic Consultation Service after the price change takes effect, you are deemed to accept the new price(s).

#### **6. Refunds and returns**

If you are a consumer, you have a legal right to cancel a Contract during the period set out below in this clause 6. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive the Harmonic Consultation Service, you can notify us of your decision to cancel the Contract and receive a refund. Advice about

your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

Please also note, if you cancel a Contract for Services under this clause 6, and we have already provided you with all or any part of our Service, you agree to pay us any costs we reasonably incurred in starting to fulfil our obligations under the Contract, and this charge will be deducted from any refund that is due to you. We will tell you what these costs are when you contact us. However, where you have cancelled an order for the Harmonic Consultation Service because of our failure to comply with these Terms, you do not have to make any payment to us.

Your legal right to cancel a Contract starts from the date of the dispatch confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract is 14 days after this confirmation date.

To cancel a Contract, you just need to let us know that you have decided to cancel, by contacting us using the e-mail address provided on our website. If you use this method we will e-mail you to confirm we have received your cancellation.

If you are e-mailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail to us.

Any refund due to you under the Contract will be made via your Paypal account.

Because you are a consumer, we are under a legal duty to supply services that are in conformity with this Contract. As a consumer, you have legal rights in relation to services that are provided not as described. These legal rights are not affected by your right of refund in this clause 6, or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **7. Term and termination**

These Terms will continue to apply to you until terminated by either you or us. we may terminate the Terms or suspend your access to the Harmonic Consultation Service at any time, including in the event of your actual or suspected unauthorised use of the Harmonic Consultation Service or non-compliance with the Terms. If we terminate the Terms, or if we suspend your access to the Harmonic Consultation Service, you agree that we shall have no liability or responsibility to you and that we will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

## **8. Warranty**

We endeavour to provide the best service we can, but you understand and agree that to the fullest extent permitted by law:

-THE HARMONIC CONSULTATION SERVICE IS PROVIDED "AS IS", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE HARMONIC CONSULTATION SERVICE AT YOUR OWN RISK. HARMONIC CONSULTATION DISCLAIMS ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, we do not warrant, endorse, guarantee or assume responsibility for any third party content, product, or service recommended by or through the Harmonic Consultation Service or any hyperlinked website. You understand and agree that Harmonic Consultation is not responsible or liable for any transaction between you and third-party providers of third party applications, products, or services recommended on or through the Harmonic Consultation Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from us shall create any warranty on our behalf in this regard.

For the avoidance of doubt, we expressly disclaim any warranties or conditions of quality, suitability or fitness for purpose in respect of any recommendations made by us for the use of any third parties medicinal or pharmaceutical product(s). Before using any medicinal or pharmaceutical product, you should consult an appropriate registered medical or pharmaceutical professional. You understand and agree that to the fullest extent permitted by law, Harmonic Consultation is not responsible or liable for any transaction between you and third party providers of medicinal or pharmaceutical products or services recommended on or through the Harmonic Consultation Service.

## **9. Limitation**

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Harmonic Consultation Service is to stop using the Harmonic Consultation Service.

- TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HARMONIC CONSULTATION ITS OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE,

EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE HARMONIC CONSULTATION SERVICE, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER HARMONIC CONSULTATION HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE HARMONIC CONSULTATION SERVICE MORE THAN THE AMOUNTS PAID BY YOU TO HARMONIC CONSULTATION DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in this Contract removes or limits Harmonic Consultation's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence.

## **10. Entire agreement**

This Contract constitutes all the Terms agreed upon between you and Harmonic Consultation and supersedes any prior agreements in relation to the subject matter of this Contract, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Contract in any written or oral communication from you to Harmonic Consultation are void. You represent that you have not accepted the Contract in reliance on any oral or written representations made by Harmonic Consultation that are not contained in the Contract.

## **11. Severability**

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

## **12. Governing Law and Jurisdiction**

Please note that these Terms are governed by English Law. This means a contract for the purchase of products or the provision of services through the Harmonic Consultation Service and any dispute or claim arising out of or in connection with it will be governed by English Law. You and we both agree that the Courts of England and Wales will have exclusive jurisdiction.