

# Gopi Life Ltd Terms and Conditions

## 1. Introduction and Scope

These Terms and Conditions (the "Terms") govern your use of the Kputx.co.uk website and any services, products, or training (the "Service") provided by Gopi Life Ltd, a company registered in England and Wales under company number [13618001] ("us", "we", or "our"). Please read these Terms carefully before proceeding.

The "Service" includes (but is not limited to): use of the website; Products sold through the website; and all educational, consulting, training, referral, and assessment services provided by us (whether booked online or otherwise).

Your access to, and use of, the Website, the Products, and the Service is conditional upon your acceptance of, and compliance with, these Terms and our Privacy Policy. By accessing or using the Service, ordering Products, or using the Website, you enter into a legally binding agreement with us and agree to be bound by these Terms. If you disagree with any part of the Terms, you must not access or use the Website, the Service, or order any Products.

The terms "agreed", "consent", "confirmed", "accepted", "informed", "notified" or "notice" and documents or acts of similar meaning will be deemed to be required to be done in writing, where "in writing" means hand-written, type-written, printed or directly electronically made (excluding social media posts), and resulting in a permanent record. The terms "includes" or "including" will be construed without limitation to the generality of preceding words.

These Terms apply to all users and clients (including casual browsers or third-party users) whether or not the registration process has been completed. The term "you" refers to the user, customer, viewer, or client of any of our Products, the Service, or the Website. All Terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to you.

### 1.1 Business Status and Warranties

**Nature of Agreement:** You warrant that you are purchasing the Service or Products in the course of a trade, business, craft, or profession unless you explicitly notify us otherwise in writing prior to purchasing the Service.

**Application of B2B Terms:** Where you are acting for the purposes of a business: a) **Implied Terms Exclusion:** All warranties, conditions, and other terms implied by statute or common law (including those implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from these Terms. b) **Consumer Rights Exclusion:** The provisions of the Consumer Rights Act 2015 and the Consumer Contracts Regulations 2013 shall not apply to this agreement, save for those mandatory provisions which cannot be excluded by law.

**Consumer Protection:** If you are deemed to be acting as a Consumer (an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft, or profession),

nothing in these Terms is intended to exclude or restrict any of your statutory rights as a consumer which cannot be excluded or restricted by law.

## 2. Terms of Use, Liability, and Disclaimers

The use of the Service is subject to the following Terms:

### 2.1 Information and Warranties and Warranty Limitations

The content of the pages of the website and educational resources provided in the Service is for your general information and use only. While we take reasonable care in its creation, all materials and products within the Service are provided on an “as is” basis, without warranties of any kind, either expressed or implied.

- A. **Warranty Disclaimers:** We expressly disclaim all warranties of any kind, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, and non-infringement of proprietary or third-party rights, to the fullest extent permitted by English law (and subject to the explicit exclusions in Section 1.1 for business users).
- B. **Accuracy and Functionality:** We do not warrant or guarantee the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered in the Service for any particular purpose. Specifically, we do not warrant that the Service/Website/Products or any of their functions will be accurate, uninterrupted, or error-free, that defects will be corrected, or that any part of the Service/Website is free of digital viruses or other harmful components.
- C. **Non-Reliance and Risk:** No advice or information, whether oral or written, obtained by you through or from the Service/Website will create any warranty not expressly stated in these Terms. You acknowledge that such information and materials may contain inaccuracies or errors, and the use of all contents and Products of the Service are entirely at your own risk.
- D. **No Guarantee of Results:** You acknowledge and agree that we provide no guarantee of specific results from the use of the Service, including training, consultation, or educational resources. Your success depends on your own efforts, practice, and external factors, all of which are beyond our control.
- E. **Equipment and Data:** If your use of the Service/Website results in the need for servicing or replacing equipment or data, this will not be at our risk and expense. We expressly exclude all liability for any inaccuracies or errors in the content to the fullest extent permitted by English law.

### 2.2 Intellectual Property Rights and Ownership

The Service and all content contained within it, including but not limited to, the Website's design, layout, look, appearance, graphics, all literary/educational content (including training materials, course notes, and digital assets), and the formulation, recipe, or process for the manufacture of any Products (collectively, "Intellectual Property"), are the exclusive property of Gopi Life Ltd (or its affiliates or licensors) and are protected by UK and international copyright, trademark, and other intellectual property laws.

## 2.2a Prohibited Use and Trademarks

Reproduction, redistribution, retransmission, or republication of any of our Intellectual Property or the Products is strictly prohibited without our express written consent. Unauthorised use may result in a claim for damages and/or be a criminal offence.

Trademark Notice: The trademarks, service marks, and logos (including the name “Gopi Life Ltd”) used and displayed through the Service are owned by us or others, as applicable. Nothing in the Service should be construed as granting—by implication, estoppel, or otherwise—any license or right to use any trademark displayed in the Service without our prior written consent.

## 2.2b Restrictions on Use and Remedies

a) Prohibitions: By accessing the Service, you indicate your continuing agreement not to, and you may not, modify, decompile, recompile, disassemble, or reverse engineer any Products or the Service.

b) Indemnity: You agree to indemnify us against any loss, expense, or damage arising out of your failure to comply with this restriction or any other breach of our Intellectual Property Rights. (This should be read in conjunction with the general indemnity in Section 5.3).

c) Equitable Relief (Injunctions): You hereby agree that, without prejudice to any other rights or remedies that we may have, damages alone would not be an adequate remedy for your breach of this condition. You agree that we shall be entitled to the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of this condition. You further agree to account to us for any and all profits made by you in breach of this condition.

## 2.3 Crucial Disclaimers and Professional Responsibility

Crucial Medical Disclaimer: The Service, including all health and health-related information, is provided for informational and educational purposes only. It does not constitute medical advice, diagnosis, or treatment and is not a substitute for consulting with a qualified healthcare professional or relying on a professional’s independent medical judgment. You should seek the advice of a medical professional for any health concerns or before making any health-related decisions.

Professional Responsibility: If you are a professional, you warrant that you will only use the information or Products provided by us in a manner consistent with your type, level, and degree of professional training, and you accept full and sole responsibility for any advice, actions, or decisions you make using the Service.

## 2.4 Third-Party Links

The Service and materials may also include links to other websites or services for your convenience. These links do not signify that we endorse the third-party website(s)/Services. We have no responsibility for the content, quality, or services offered by the linked website(s)/Services or for the performance or reliability of any third-party provider (e.g., hosting, communication, or course platform provider).

## 3. Registration and Account Security

### 3.1 Eligibility

Certain elements of the Service and Products are only available to registered users. By completing the registration process, you warrant (legally guarantee) that you are at least 18 years of age and legally capable of entering into a binding contract. Individuals under the age of 18 are prohibited from using the Service or registering an account.

### 3.2 Account Information

You agree to provide true, accurate, current, and complete information about yourself as prompted by the registration process and to maintain and promptly update this information to keep it true, accurate, current, and complete. You acknowledge that we are not responsible for any delay, loss, or failure of the Service arising from your failure to provide accurate and up-to-date information.

### 3.3 Account Security and Liability

Upon completion of registration, you will receive a specific username and password. You are solely responsible for maintaining the confidentiality of your account username and password. You agree not to disclose your credentials to any third party and you accept full responsibility and liability for all activities that occur under your account or password, whether or not you have authorised such activities. You must notify us immediately of any suspected or actual breach of security or any unauthorised use of your account.

## 4. Data Protection and Privacy

We are committed to protecting your privacy. Your personal information, including the data you provide during registration and use of the Service, will be collected, processed, and managed in accordance with our separate Privacy Policy, the UK General Data Protection Regulation (UK GDPR), and the Data Protection Act 2018 (DPA 2018).

### 4.1 Acceptance of Privacy Policy

Accepting these Terms also constitutes your express acceptance of the current version of the Gopi Life Ltd Privacy Policy, which is provided to you alongside these Terms and is deemed an intrinsic and fundamental part of this entire agreement.

## 5. Service Availability and Indemnity

### 5.1 Geographical Scope

Unless otherwise expressly stated, the Service, Products, and all marketing information are intended and available only to persons accessing the Website and Service from the United Kingdom (UK). We make no representation that the Service is appropriate or available for use in other locations. If you choose to access the Service from outside the UK, you do so at your own risk and are responsible for compliance with local laws.

## 5.2 Service Interruptions

While we will use reasonable skill and care to ensure the Service is available, we do not warrant that the Service or Website will be uninterrupted, timely, secure, or error-free. We shall not be liable to you if the Service is unavailable at any time or for any period. We reserve the right to temporarily suspend the Service for maintenance or upgrade purposes without notice.

## 5.3 Indemnity

You agree to indemnify, defend, and hold harmless us and any individuals or entities affiliated with us (including our officers, directors, members, managers, and employees) against all liabilities, costs, and expenses (including, crucially, all legal fees on the full indemnity basis), damages, and losses (including direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest and penalties) arising out of or in connection with:

- Your breach of any provision of these Terms.
- Your misuse of the Service, the Website, or the Products, or your application of knowledge gained through the Service.
- Your violation of any third party's rights, including, but not limited to, any right of privacy, publicity rights, or intellectual property rights.
- Any claim, action, or demand resulting from your failure to comply with all applicable laws and regulations when using the Service.

Assistance Requirement: Should we be involved in any claim, action, or demand that triggers this indemnity, we will take reasonable steps to assist you, provided you meet our costs and expenses (including our legal fees, on the full indemnity basis) in advance.

## 6. User Code of Conduct and Prohibited Use

You are solely responsible for all content, information, or material you transmit to, or through, the Service or Website.

### 6.1 Prohibited Conduct

You warrant that you will not use the Service or Website for any purpose that is, or involves:

- Unlawful, illegal, defamatory, obscene, indecent, threatening, abusive, harassing, or discriminatory conduct.

- Transmission of anything that is harmful to our business interests or goodwill, or which may bring us or our affiliates into disrepute.
- Content that is in breach of the intellectual property rights of any third party (including, but not limited to, transmitting anything for which you do not have a clear right to use).
- Transmission of any software viruses, Trojan horses, worms, or files designed to damage, disrupt, or interfere with the proper functioning of the Service, Website, or any associated equipment.
- Engaging in any unauthorised commercial activity (including unsolicited marketing or advertising) unless expressly permitted by us in writing.
- Actions designed to disrupt the operation or integrity of the Service or Website, or to interrupt any other user's use and enjoyment of the Service.

## 6.2 Enforcement and Disclosure

**Right to Suspend/Terminate:** Breach of this Code of Conduct constitutes a material breach of the Terms. We reserve the right to immediately suspend or permanently terminate your access to the Service and Website without notice or liability.

**Content Removal:** We reserve the right, at our sole discretion, to refuse, remove, or delete any content or material you transmit if it fails to comply with these Terms.

**Non-Liability:** We shall not be liable to you for any loss or damage arising from the removal of content or the suspension or termination of your account, pursuant to this Section.

**User Content License:** By posting, submitting, or transmitting any content (including text, photos, or comments) to or through the Service, you grant us a non-exclusive, perpetual, irrevocable, fully paid, royalty-free licence to use, modify, reproduce, distribute, and display that content for the purpose of operating, maintaining, promoting, and improving the Service.

**Disclosure:** We may record, preserve, and disclose any information or material transmitted to, from, or via the Service where required by law, or where we believe in good faith that such preservation or disclosure is necessary to enforce these Terms or protect the rights, property, or safety of our business or our users.

## 6.3 Technical Integrity and Interference

You agree that you will not use any robot, spider, scraper, or other automated means to access the Service or Website. You further agree not to:

- Take any action that imposes or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure.
- Interfere or attempt to interfere with the proper working of the Service/Website or any activities conducted on the Service/Website.

- Bypass any measures we may use to prevent or restrict access to the Service/Website or Products.

## 7. Limitation of Liability

This section sets out the extent of our liability to you, which varies depending on whether you are a business or a consumer.

### 7.1 Exclusion of Certain Liabilities (Crucial UK Compliance)

Notwithstanding any other provision in these Terms, nothing in these Terms shall limit or exclude our liability for: a) Death or personal injury caused by our negligence; b) Fraud or fraudulent misrepresentation; or c) Any other liability that cannot be excluded or limited by English law (including, for consumers, liability under the Consumer Rights Act 2015).

### 7.2 General Limitations on Damages

Subject to Section 7.1, we, nor anyone else involved in creating, producing, or delivering the Service (including our officers, directors, managers, shareholders, and agents), shall be liable for any: a) Indirect, special, or consequential loss or damage; b) Loss of profits, loss of anticipated savings, loss of business, or loss of goodwill; c) Loss of data; d) Punitive damages; arising out of your use of or inability to use the contents of the Service or Website.

### 7.3 Liability Cap

- A. Acts Outside Reasonable Control (Force Majeure): Any loss, damage, or delay arising from events, failures, or causes that are outside of our reasonable control (as defined in Section 17 of the Terms of Sale).
- B. For Business Users (B2B): Where you are acting in the course of a trade, business, craft, or profession, our total aggregate liability arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed UK £1,000.
- C. For Consumer Users (B2C): Where you are acting as a consumer, our total aggregate liability shall not exceed the higher of i) the total amount paid by you to us for the Service in the twelve (12) months preceding the claim, or (ii) UK £1,000, subject always to your statutory rights under the Consumer Rights Act 2015.

### 7.4 Third-Party Dependencies

You explicitly acknowledge that certain features or functionality of the Service and Products may rely on the availability and correct functioning of third-party service providers (such as supply of

energy, data storage, connectivity, and communication services). These are outside of our control, and we will have no responsibility or liability for any loss or damage arising from the failure or disruption of such third-party services.

## 8. Suspension and Termination

### 8.1 Right to Suspend or Terminate

We may, in our sole discretion, suspend and/or terminate your registration, access, or use of the Service, Website, or Products at any time.

### 8.2 Grounds for Termination

Without limiting the general right in Section 8.1, we may terminate your access immediately and without liability upon: a) Your material breach of any term or condition within these Terms (including, but not limited to, the Code of Conduct in Section 6, the Intellectual Property clauses in Section 2, or failure to make timely payments). b) Circumstances where you have not used the Service/Website/Products for a prolonged period. c) Any action or conduct by you which we believe is inconsistent with these Terms or which may cause harm to our business, the Website, or other users.

### 8.3 Non-Liability

We shall not be liable to you or any third party for any loss, damage, or expense whatsoever suffered on account of such suspension or termination, including, but not limited to, any loss of profits, goodwill, business, or data.

## 9. Entire Agreement, Governing Law, and Dispute Resolution

### 9.1 Entire Agreement and Precedence

These Terms, together with the Privacy Policy (the "Current Privacy Policy"), our Terms and Conditions of Sale, and any mutually executed written agreement (including but not limited to Accreditation Agreements, Equipment Hire Agreements, Non-Disclosure Agreements (NDAs), or specific Statements of Work), constitute the entire agreement between you and us with respect to your use of the Service, Website, and Products.

**Supersedence:** This agreement supersedes and replaces all prior versions of our General Terms and Conditions and our Privacy Policy, as well as all prior representations, communications, and understandings between the parties, EXCEPT as stated in the Precedence clause below.

**Precedence:** In the event of any conflict or inconsistency between these General Terms and Conditions and any other mutually executed written agreement between you and us, the terms of the specific written agreement (such as an Accreditation Agreement) shall prevail.

## 9.1 Entire Agreement and Precedence

These Terms, together with the Privacy Policy, our Terms and Conditions of Sale, and any mutually executed written agreement (including but not limited to Accreditation Agreements, Non-Disclosure Agreements (NDAs), or specific Statements of Work), constitute the entire agreement between you and us with respect to your use of the Service, Website, and Products. This agreement supersedes all prior representations, communications, and understandings between the parties.

## 9.2 Governing Law and Jurisdiction

These Terms, and any non-contractual disputes arising out of or in connection with them, shall be governed by and construed in accordance with English Law.

You agree that any action at law or in equity arising out of or relating to these Terms or to us will be filed only in the courts of England and Wales, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, without regard to any conflict of law provisions.

## 9.3 Dispute Resolution and Remedies

**Mandatory Initial Resolution:** The parties agree to attempt to resolve any dispute arising out of or relating to these Terms through good-faith negotiation before commencing legal proceedings.

**Equitable Relief:** Notwithstanding the above, we shall still be allowed to apply for injunctive or other equitable relief to protect or enforce our Intellectual Property Rights or Confidential Information in any court of competent jurisdiction.

**Arbitration (B2B Focus):** If agreed by both parties in writing, any dispute may be submitted exclusively to final and binding arbitration in accordance with laws of England and Wales. Where agreed, the arbitration shall be conducted under the Expedited Arbitration procedure at the London Chamber of Arbitration and Mediation ('LCAM'). The location of any arbitration shall be in London and the language shall be English. The arbitrator shall not have the authority to award punitive damages.

## 9.4 Time Limit on Claims

You acknowledge that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Service or any other circumstance involving us, our members, managers, agents, or employees, must be filed within the applicable statutory limitation period prescribed by English law (typically six (6) years for breach of contract), or be forever barred.

## 9.5 Severability and Substitution

The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision thereof, all of which will remain in full force and effect. In the event of such a finding of invalidity or unenforceability, the Parties shall endeavour to substitute the invalid or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.

## 9.6 Improperly Filed Claims

All claims you bring against us and our affiliated individuals or entities (including our members and managers) must be resolved in accordance with the dispute resolution provisions set out in this Section 9 (Governing Law and Dispute Resolution). Any claims filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, we shall be entitled to recover from you all reasonable legal fees and costs (on the full indemnity basis) involved in defending and procuring the dismissal of said improper filing.

## 9.7 Waiver (Non-Waiver)

Any failure by us to exercise any rights or to strictly enforce any of these Terms, Terms of Sale, or Privacy Policy shall not constitute a waiver of such rights or terms. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and is made in writing and signed by both Parties.

## 9.8 Compliance Verification

At reasonable notice, you shall assist us in verifying your compliance with the Agreement/Terms.

# 10. General and Operational Terms

## 10.1 User Responsibility for Access and Hardware

You must provide and are solely responsible for all hardware, provisions, or software necessary to access the Service/Website. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair, or correction of, that hardware, provisions, and/or software.

You acknowledge that you may incur charges from your wireless carrier, internet service provider, or other method of internet or data access by using the Service/Website and that payment of any such charges will be your sole responsibility. We do not control network access. Your use of these networks may not be secure and may expose your personal information sent over such networks.

## 10.2 Supersession and Non-Reliance

All and any prior promises, agreements, representations, undertakings, or implications whether made orally or in writing between us and you are hereby superseded by these Terms. You expressly acknowledge that no reliance has been placed on any representations which have not been incorporated as part of these Terms or our other governing contractual documents, including our Terms of Business.

## 11. Right to Change Terms of Use

### 11.1 Amendments

We reserve the right to amend these Terms, or to impose new conditions on the use of the Service, Products, or Website, at any time.

### 11.2 Notice and Effect

We will post any changes to these Terms on the Website and update the "Last Updated" date at the bottom of the document to reflect the date of the changes.

- a) **Material Changes:** If we make a material change to the Terms, we will not enforce the material change retroactively (i.e., to use of the Service before the change) unless we notify you by sending a specific notice of the change to our users via email or through the Service. b) **Acceptance:** By continuing to use the Service and any Products after we post (or notify you of) any changes, you acknowledge and agree to be bound by the modified Terms.

## Terms and Conditions of Sale

Please read these Terms and Conditions of Sale (the "Terms of Sale") carefully. These Terms of Sale govern all contracts for the sale of Products, Services, or Website access (collectively, "Products/Service") purchased by you from Gopi Life Ltd.

### 1. General Provisions

#### 1.1 Scope and Application of Terms

These Terms of Sale, together with our General Terms and Conditions (the "General T&Cs"), form the entire agreement between you and us relating to the purchase of any Products/Service. By placing an order, you agree to be bound by these Terms of Sale.

#### 1.2 Variation of Terms

We reserve the right to amend these Terms of Sale at any time. Any changes will not affect orders placed prior to the date the changes are posted. You are responsible for reviewing the Terms of Sale before making a new purchase to ensure you accept the current version.

## 2. Order Process and Acceptance

### 2.1 Submitting an Order

You may submit an order for the purchase of Products/Service by completing the required details on the order summary page on the Website and clicking the confirm order button, or by responding in writing (including by email) to an offer or quotation provided by us. All prices are reflected in £UK Sterling unless otherwise specified.

### 2.2 Acceptance and Contract Formation

Your submission of an order constitutes an offer to purchase the Products/Service. We are under no obligation to accept your order, but would normally do so where the product is available and payment is approved. A binding contract for sale will be formed at the point of acceptance of your order.

Notification of Acceptance: We will notify you of our acceptance immediately on the Website (for instant access) or by issuing a written Order Confirmation (including by email) shortly after receiving your order.

Delays: If there are likely to be any delays in fulfilling or completing the order, you will be promptly notified and given the opportunity to cancel the order without penalty.

### 2.3 Pricing and Payment

The price charged will be the price reflected at the time of purchase. Only credit and debit cards are acceptable as payment for orders via the Website. Payment is made via the approved payment methods indicated on the Website, the payment of which will be approved by the relevant provider.

## 3. Pricing

### 3.1 Price and Currency

All prices will be displayed in £UK Sterling. The price payable for the Products/Service is the price in force at the time the order is accepted by us, as set out in the Order Confirmation.

### 3.2 Price Adjustment (B2B Only)

This Section 3.2 applies only where you are acting as a business (B2B). Subject to prior written notice to you, we reserve the right to adjust Prices for Products and/or the Service not yet delivered or performed to reflect variations in individual costs of more than five percent (5%) that take effect between the date of the Agreement and delivery of Products.

### 3.3 Pricing Documentation and Liability

Any catalogue, specification, price sheet, or other similar documentation prepared by us is strictly for convenience only and will not be deemed as an Offer capable of acceptance by you. We will not accept responsibility for any claims, losses, or damages in connection with errors of measurements, descriptions, or application recommendations contained in any such documentation.

## 4. Consumer Right to Cancel (B2C Only)

### 4.1 Statutory Cancellation Right (Cooling-Off Period)

This Section 4 applies only where you are contracting with us as a Consumer. As a Consumer, you have a statutory right to cancel the contract (your order) for any reason during the cancellation period set out below:

Type of Purchase	Cancellation Period
<b>Physical Goods</b>	<b>14 calendar days</b> from the day after you, or a person identified by you, receives the goods.
<b>Services (Non-Digital)</b>	<b>14 calendar days</b> from the day after the contract is accepted (the date of the Order Confirmation).

### 4.2 Exercising the Right to Cancel

To exercise the right to cancel, you must inform us of your decision by a clear statement in writing (e.g., an email or a letter sent by post).

### 4.3 Loss of Cancellation Right (Exceptions)

Your right to cancel will be immediately lost or expire in the following circumstances:

- a) **Digital Content:** If the contract is for the supply of digital content or a digital service (e.g., immediate access to online training materials or downloadable resources) and you have expressly consented to immediate performance and acknowledged that this consent means you lose your right of cancellation.
- b) **Services Fully Performed:** If the contract is for the supply of a service, and the service has been fully performed (completed) within the 14-day period, provided you expressly requested the service to begin and acknowledged you would lose your right of cancellation once the service was fully performed.
- c) **Perishable/Custom Goods:** If the goods are perishable, or if the goods are made to your specifications or are clearly personalised.

## 4.4 Effects of Cancellation and Refunds

If you cancel the contract:

- a) **Refund:** We will reimburse you the full price you paid for the Goods or Services, including the costs of standard delivery (if applicable), without undue delay, and no later than 14 calendar days after the day we receive the goods back from you, or (if no goods are supplied) 14 calendar days after the day we are informed of your decision to cancel.
- b) **Goods Return:** If the contract relates to goods, you must return the goods to us without undue delay and in any event no later than 14 calendar days after the day on which you communicate your cancellation. You will bear the direct cost of returning the goods.

## 5. Accuracy and Customer Warranties

### 5.1 Responsibility for Order Accuracy

You are solely responsible for the accuracy of any order placed, including with respect to the specification, configuration, or other requirements of the Products and the Service. This responsibility extends to ensuring the functionality, compatibility, and interoperability of the Products/Service with any other products, hardware, or software not authorised or supplied by us.

### 5.2 Warranty of Information

You warrant (legally guarantee) that all information and instructions provided to us (including information provided during the ordering or registration process) are complete, accurate, and true.

### 5.3 Consequences of Inaccuracy

You acknowledge that a failure to provide complete, accurate, and true information or instructions may detrimentally affect our ability to discharge our obligations or exercise our rights under these Terms and Conditions of Sale, and we shall not be liable for any loss arising from such inaccuracy.

## 6. Payment

### 6.1 Payment Timing and Security

We will charge your account for payment at the time that the order is completed when ordered through the Website. We take every reasonable care to ensure that your order and subsequent transactions are conducted via a secure link. As we are not responsible for the operation of the secure link, we will not be liable for any loss you may suffer if a third party obtains unauthorised access to any information you provide via such link.

### 6.2 Invoiced Sales and Due Date

Where the Service is purchased via written agreement, we will issue an invoice following contract formation. Unless otherwise specified in the invoice or a separate written agreement, the payment due date for all invoiced amounts shall be seven (7) days from the date the invoice is sent to you.

## 6.3 Refunds

If a Product/Service is unavailable after payment has been taken, we will refund any amounts already paid by way of a credit to your credit card/debit card account or other payment method used.

## 6.4 Late Payment Interest and Enforcement

- A. For Business Users (B2B): If any monies remain outstanding by the due date, we reserve the right to charge statutory interest on the outstanding balance in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- B. For Consumer Users (B2C): If any monies remain outstanding by the due date, they will incur late payment interest at the rate of 2% above the prevailing Bank of England's base rate (or, where the base rate is 0% or less, at 2%) on the outstanding balance until such time as the balance is paid in full.
- C. Enforcement: We reserve the right to seek recovery of any monies remaining unpaid sixty (60) days from the date of the due date via collection agencies and/or through the Small Claims Court where applicable. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

## 7. Damages and Third-Party Delays

### 7.1 Reliance on Third Parties

You explicitly acknowledge that certain features or functionality of the Products and Services may rely on the availability and correct functioning of third-party service providers (including, but not limited to, the supply of energy, data storage, connectivity, communication, and payment processing services).

### 7.2 Exclusion of Liability

These third-party service providers are outside of our direct control, and we will have no responsibility or liability for any failure, delay, or disruption in the provision of the Products or Services that results from the acts or omissions of such third parties.

## 8. Returns and Refunds

### 8.1 Consumer Statutory Rights (B2C)

This section is subject to and does not affect your statutory right to cancel, return, and obtain a refund under Section 4 (Consumer Right to Cancel), where you are contracting as a Consumer.

## 8.2 General Policy (B2B and Excluded Items)

Subject to Section 8.1, we operate a strict policy regarding returns and refunds:

- a) **No General Returns:** We do not offer returns or refunds for a change of mind for any of our Products or Services.
- b) **Faulty or Incorrect Items:** We will provide a replacement or full refund if you were sent the wrong item or if a physical product is found to be faulty or significantly not as described upon delivery.
- c) **Refused Delivery:** If a delivery is refused by you, we may, at our sole discretion, process a refund, but we reserve the right to deduct any costs incurred by us (including shipping and administrative fees) before issuing any such refund.

## 8.3 Business Customers (B2B)

Where you are contracting as a business (B2B), you acknowledge that your right to return Products or cancel Services is strictly limited to the return of incorrect or faulty goods as outlined in Section 8.2(b), and you do not have a right to cancel under the Consumer Contracts Regulations 2013.

# 9. Missed Deliveries

## 9.1 Non-Receipt and Options

If a delivery of physical Products is attempted and returned to us due to non-receipt by you, we will contact you and offer the following options: a) A refund of the product purchase price (subject to the deduction of our original delivery costs); or b) Re-delivery of the Product.

## 9.2 Re-delivery Costs

If you opt for re-delivery, you will be obligated to pay for the full re-delivery cost in advance of the item being dispatched again.

# 10. Product Changes and Functionality

## 10.1 Right to Change Products and Service

We reserve the right to make changes to the design, materials, fit and finish of Products/Service or change working methods, communication systems, software, or any other elements of the Service and Documentation provided, provided that such changes do not materially affect the core functionality of the Product or the Service.

## 10.2 Disclaimer of Functionality Warranties

Unless specifically agreed otherwise in writing, we do not warrant the availability, accuracy, completeness, reliability, timeliness, or specific output derived from the Products or Service.

### 10.3 Limitation on Use

You shall not use or rely on the Products and Services for any other applications or purposes than those expressly agreed in the contract (the Agreement, these Terms of Sale, and our General Terms and Conditions/Terms of Business).

## 11. Product and Service Warranties

### 11.1 UK Compliance Warranty

The Service and Products that we sell have been designed to comply with the statutory legal requirements and relevant safety standards of the United Kingdom.

### 11.2 International Disclaimer

We make no representation or warranty that any Service or Product is compliant with health, safety, or other legal requirements, standards, or regulations that apply outside the United Kingdom. If you access or use the Service or Products outside the UK, you do so at your own risk and are responsible for local compliance.

### 11.3 Exclusion of Further Liability

Subject to Section 11.4, we will not have any further liability in respect of the Products or the Service beyond the express terms of this Agreement.

### 11.4 Statutory Consumer Rights

Nothing in these Terms of Sale shall affect your statutory rights as a consumer under the Consumer Rights Act 2015 or other applicable UK consumer protection legislation.

## 12. Use of Products and Services

### 12.1 Proper Use

You and your customers shall use the Products and Service only for their intended purposes and strictly in accordance with all instructions contained in the manuals, guidelines, warranty terms, and any other terms and conditions applicable to such Products and Services or provided by any personnel of Gopi Life Ltd.

## 12.2 Consequences of Misuse

You acknowledge that any use of the Products or Service outside of their intended purpose or contrary to the provided instructions will void any limited warranties and may place you in material breach of these Terms of Sale.

## 13. Third-Party Links and Products

### 13.1 Disclaimer of Warranty

We do not provide any warranty for third-party links or products that may be included or referenced within our Products or the Service.

### 13.2 Customer Responsibility

Any third-party links or products included or distributed by Gopi Life Ltd as part of their Products or the Service are subject to the terms of sale and your individual agreement with that third party. You acknowledge that your use of such third-party links or products is entirely at your own risk.

## 14. Defects and Recall

### 14.1 Customer Cooperation

If a recall, retrofit, update, withdrawal, or any other remedial action is required by us or a regulatory body related to any Products or Service, the Customer shall fully cooperate and shall provide such reasonable assistance as we may require.

### 14.2 Traceability and Records

The Customer shall keep accurate books and records to assure traceability of the Products/Service in the event of a Product recall or any other remedial actions.

## 15. Copyright and Intellectual Property

### 15.1 Ownership and Protection

All Products and Services related to and distributed by us, along with any communications with us containing proprietary information, are covered by copyright and intellectual property rights (collectively, "Intellectual Property"), both in the UK and abroad.

### 15.2 Prohibition on Distribution

Products, Services, and information provided by us are not to be distributed, shared, or copied by you or any third party, unless there is specific approval in writing from us. This approval may be withdrawn at any time at our sole discretion.

### 15.3 Remedies

Any breach of this Section 15 constitutes a material breach of these Terms of Sale, and we reserve the right to seek all remedies available to us, including injunctive relief and damages, as set out in our General Terms and Conditions.

## 16. Complaints and Customer Service

### 16.1 Formal Complaints

If you have any complaints or comments about the Service or any of the Products or services supplied or provided to you, you must contact our Customer Service Centre formally in writing via the following email address: [contact@gopi.life](mailto:contact@gopi.life)

### 16.2 Resolution

We will acknowledge your complaint in writing within a reasonable time and will use our reasonable endeavours to resolve the complaint promptly and fairly in accordance with our internal complaints procedure.

## 17. Force Majeure

### 17.1 Exclusion of Liability

We will not be liable to you for any breach of our agreement, or for any delay or failure to perform our obligations, if the delay or failure is due to any cause beyond our reasonable control (a "Force Majeure Event").

### 17.2 Definition

A Force Majeure Event includes, but is not limited to: acts of God, civil commotion, riots, floods, drought, fire, legislation, severe weather, war, governmental actions, pandemic, or other events beyond our reasonable control.

### 17.3 Effect on Statutory Rights

This clause does not affect your statutory rights as a consumer under applicable UK law.

## 18. Privacy

## 18.1 Data Protection Compliance

We take your privacy very seriously and will treat all of your personal information in accordance with all applicable data protection laws in the UK, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

## 18.2 Privacy Policy

Details regarding the collection, processing, and storage of your personal data are set out in our separate Privacy Policy, which is an integral part of this agreement. You must read our Privacy Policy before making a purchase.

# 19. Termination of Agreements and Refunds Policy

## 19.1 Termination Rights

Both you and we have the right to terminate the provision of the Service or any Products for any reason, including the ending of services that are already underway.

## 19.2 Refunds for Termination

a) **Unused Service:** Subject to Section 19.2(b), any monies that have been paid to us which constitute payment in respect of the provision of unused Service shall be refunded. b) **Service Underway:** No refunds shall be offered where a Service is deemed to have begun and is, for all intents and purposes, underway, save for the mandatory statutory rights of Consumers as set out in Section 4.

## 19.3 Acceptance and Statutory Rights

These Terms and Conditions of Sale form an integral part of the overall agreement between you and us. Your accessing of the Service and/or the undertaking of an order, booking, or purchase indicates your understanding, agreement to, and acceptance of the Terms and Conditions of Sale and the full Terms of our provision of the Service. Your statutory Consumer Rights are unaffected by this clause.

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