

Terms & Conditions

This app (hereinafter the “App”) has been developed and is made available by WS Audiology Denmark A/S (hereinafter “WSA”).

By accepting and using the App on your mobile device, you agree to be bound by these Terms & Conditions (including any amendments hereto), and you represent and warrant that you are: (i) over the legal age in your country of residency; and (ii) lawfully able to accept these Terms & Conditions. If you do not agree to these Terms & Conditions, you may not use the App.

Scope

The App is an accessory to your hearing aids. With the App you can adjust your hearing aids within a limited range. Furthermore, you can consult the App for troubleshooting and help topics.

Right of use

Subject to your compliance with these Terms & Conditions, WSA grants you a revocable, limited, non-exclusive, non-transferrable license to download, install, and use the App on your mobile device solely for your personal, non-commercial use as long as WSA offers this App in your jurisdiction.

You are free to stop using and to uninstall the App at any time.

You understand and agree that (i) by allowing you to download the App, WSA does not transfer title to the App to you; (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the App without the prior written consent of WSA; and (iii) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the App by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

Intellectual Property Rights

WSA is the sole and exclusive owner of all right, title, and interest in and to the App and the content featured in or accessible in connection with the App, including all copyright, trademark, patent and other intellectual property and proprietary rights. No right, title, or interest in or to the App or its content is transferred or granted to you, other than the limited conditional license granted in the Section above (Right of use); all rights not expressly granted are reserved by WSA.

Disclaimer of warranties

Subject to conditions that cannot be excluded (see the Limitation of Liability Section below), and to the fullest extent permissible pursuant to applicable law, WSA disclaims all representations, warranties, and conditions, express or implied, including, but not limited to, implied condition or warranties of merchantability and fitness for a particular purpose. WSA does not represent, guarantee or warrant that the use of the App shall be uninterrupted or error-free, that defects will be corrected, or that the App or the systems that make it available are free of viruses or other harmful components. The App and data herein are provided “as is” and “as available.” WSA is entitled to discontinue the App at any time for any reason or no reason; WSA is not obligated to provide any maintenance, technical or other support for the App. WSA makes no guarantees and disclaims any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness of any content posted on the App for a particular purpose. WSA assumes no liability arising from or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the App.

Limitation of liability

To the maximum extent permitted by applicable law, WSA shall not be liable for any damages arising out of, resulting from, or relating to the access to or use of (or inability to access or use) the App, including without limitation any direct, indirect, special, incidental, consequential or punitive damages or any other loss or damages of any kind.

For the avoidance of doubt, nothing in these Terms & Conditions excludes or limits any guarantee, remedy, or right that cannot be excluded or limited by applicable law, including guarantees relating to supplies of goods and services that apply under applicable consumer law (conditions that cannot be excluded, see also the Disclaimer of warranties Section above).

Notwithstanding the foregoing, the limitation of liability in these Terms & Conditions shall not apply in the event of WSA’s gross negligence or willful misconduct.

Changes

WSA reserves the right to change these Terms & Conditions at any time, and if you wish to continue to use the App you will be required to accept the Terms & Conditions as amended. Any revisions shall be effective and incorporated into these Terms & Conditions as soon as you accept the modified Terms & Conditions. If you do not agree to the modified Terms & Conditions, you must stop using the App and you will no longer be able to access the functionality provided in the App. You will still be able to use your hearing aids.

Governing law and disputes

Any dispute or claim arising out of or relating to the App is governed by the substantive laws of Denmark, and the venue of any judicial dispute shall be Denmark except where local mandatory law provides for other governing law and venue.

For EU residents

As a consumer, if you live in another European Union member state you can bring legal proceedings in respect of these Terms & Conditions in either the Danish courts or the courts of that Member State. Also, as a consumer, if you are a resident in the European Union, you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in these Terms & Conditions affects your rights as a consumer to rely on such mandatory provisions of local applicable law.

For Australian residents

If you live in Australia, you can bring legal proceeding in either the Danish courts or the courts of New South Wales, Australia. Also, as a consumer in Australia, you will benefit from mandatory provisions of the laws of Australia, including without limitation, the consumer guarantees under the Australian Consumer Law. Nothing in these Terms & Conditions affects your rights as a consumer to rely on such mandatory provisions of applicable Australian law.

Last updated date

These Terms & Conditions were last updated 10/26/2023.