Jooced
BESPOKE LUXURY TECHNOLOGY

# JOOCED CUSTOM SOUND AND VISION LIMITED – CONSUMER CUSTOMERS TERMS AND CONDITIONS OF BUSINESS FOR CLUBJOOCED SUPPORT SERVICES

**YOUR ATTENTION IS DRAWN IN PARTICULAR TO PARAGRAPH 11 (WHICH SETS OUT THE TERM OF THE CONTRACT AND WHEN TO SERVE NOTICE TO END THE CONTRACT) AND PARAGRAPH 16 (WHICH SETS OUT OUR LIABILITY TO YOU UNDER THE CONTRACT)**

## 1. INTERPRETATION

1.1. The definitions and rules of interpretation in this paragraph 1 shall apply in these terms and conditions of business (as amended by us from time to time as provided herein) (Terms).

**Annual Service:** has the meaning given in paragraph 9.5.

**Cancellation Fee:** our cancellation fee of the call out fee plus one hour's services fee calculated at our prevailing rates at the time of cancellation.

**Charges:** has the meaning given in paragraph 15.1.

**Contract:** has the meaning given in paragraph 4.3.

**ClubJooced Support Services:** the Smart Home services to be supplied by us to you under the Contract to support your System (including, depending on the Membership Level you have purchased, dedicated ClubJooced support, remote repair, proactive monitoring, In Home Support, support, firmware upgrades, and maintenance visits) as set out in the Service Level Agreement..

**Excluded Causes:** any malfunction, defect or failure in the Maintained Equipment which is caused (whether wholly or partly) by:

a) any defect in the manufacturer's design of the Maintained Equipment;
b) faulty materials used or workmanship carried out in the manufacture of the Maintained Equipment;
c) use of the Maintained Equipment with hardware, software or networks not supplied or approved in writing by us;
d) any repair, maintenance, alteration, modification, reconfiguration or adjustment performed by persons other than us or our employees or agents;
e) you or a third party moving the Maintained Equipment;
f) the use of the Maintained Equipment in breach of any of the provisions of the contract under which the Maintained Equipment was supplied or its terms of use;
g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment;
h) a failure or malfunction in the environmental controls required for the normal operation of the Maintained Equipment, or an error or omission in the correct use of the environmental controls;
i) any change to your Internet Service Provider, or to the internet services they supply at the Property, where the change has not been approved by us in writing;
j) interference with the Maintained Equipment from external sources not under our control;
k) wilful damage, neglect or misuse of the Maintained Equipment.

**Initial Term:** has the meaning given in paragraph 11.

**In Home Support Services:** the Smart Home services to be supplied by us to you under the Contract where, subject to paragraph 10.3, one of our engineers visits the Property to resolve issues or problems with the System within a period of time in line with the timeframes as set out in the Service Level Agreement.

**Installation:** the installation of the System under a separate Project Scope.

**Maintained Equipment**: the equipment to be maintained by us as specified in the Services Specification.

**Membership Level:** the membership level for the Services being either Lime, White or Black (or such other standard or bespoke plans offered by us from time to time) which each have different features and benefits.

**Property:** the residential property for which the Services will be supplied.

**Project Scope:** the separate written scope of the project for the installation of the System.

**Proactive Remote Monitoring:** Subject to your membership level**-** Remote monitoring tools will be deployed to all contracted locations, this ensures we can obtain notifications should a monitored device go offline for a prolonged period. This included within their Membership Level also benefit from us being able to deploy software updates and minor system changes and remote reboots of hardware.

Critical items offline will trigger support contact from one hour after the event, this allows for any temporary disconnects not to be reported. Remote access and system monitoring is via the Internet and is reliant on an OvrC device, router and an active network.

**Services:** together, the Set-Up Services, the ClubJooced Support Services, the In Home Support Services and the Annual Services.

**Service Level Agreement:** the written specification for the Services describing the scope of the Services and setting out the price of the Services.

**Set-Up Services:** the services to be supplied by us to you under the Contract to set-up, configure and commission the ClubJooced Support Services.

**System:** the network, hardware and software at the Property for which the Services will be provided as set out in the Services Specification or as otherwise agreed by you and us.

**Takeover:** the supply of the Services in relation to a System which has not been supplied or installed by us.

**Travel Time:** has the meaning given in paragraph 9.16.

**VAT:** value added tax chargeable under English law for the time being and any replacement tax.

**Website**: the website found via the domain http://www.jooced.co.uk/ (or such other website used by us from time to time).

**Working Hours:** 9am to 5pm Monday to Friday excluding bank and public holidays (UK time).

1.2. A reference to **we**, **us**, **our** or any similar term is to:

(a) Jooced Custom Sound & Vision Ltd, incorporated and registered in England and Wales with company number 07536051 whose registered office is at Unit 1 Imex Business Park, Upper Villiers Street, Wolverhampton, West Midlands, WV2 4XA and whose VAT number is 142075832

And/Or

(b) Parasol (A part of Snap One)
Snap One , 1800 Continental Blvd #200, Charlotte, NC 28273, +1 (866) 424-4489. www.getparasol.com

1.3. A reference to **you**, **your** or any similar term is to the person who is purchasing the Services from us.

1.4. A reference to a paragraph is to a paragraph of these Terms. Paragraph headings shall not affect the interpretation of these Terms.

1.5. A reference to **writing** or **written** includes e-mails.

1.6. Any words following the terms **including**, **include**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

## 2. THESE TERMS

2.1. **What these Terms cover**. These Terms comprise the terms and

conditions on which we supply the Services to you.

2.2. **Why you should read these Terms**. Please read these Terms carefully. If you purchase the Services from us, you will be bound by these Terms in relation to such purchase.

2.3. **Application to consumers only**. Notwithstanding any other provision of these Terms, these Terms will only apply if you are a consumer (and not a business customer). You are a **consumer** if:

(a) you are an individual; and

(b) you are purchasing the Services from us wholly or mainly for your personal use (and not for use in connection with your trade, business, craft or profession).

You are a **business customer** in all other circumstances (and in which case, alternative terms and conditions would apply).

**3. CONTACTING US/YOU**

3.1. **How to contact us**. You can contact us by telephoning 0845 4636 721 or by writing to us by e-mail (enquiries@jooced.co.uk) : or by post (Unit 1 Imex Business Park, Upper Villiers Street, Wolverhampton, West Midlands, WV2 4XA).

3.2. **How we may contact you**. If we have to contact you, we will do so by telephone or by writing to you, in each case, using the telephone number, e-mail address or postal address which you supply to us.

**4. OUR CONTRACT WITH YOU**

4.1. **How to buy the Services** You can buy the Services from us as part of an Installation or as part of a Takeover. Where you buy the Services from us as part of an Installation, we will usually discuss and agree the Services with you in person. Where you buy the Services from us as part of a Takeover, we will either discuss and agree the Services with you in person or you can order the Services from us via our Website.

4.2. **Service Level Agreement.** The Service Level Agreement sets out the detail of the Services you have purchased from us..

4.3. **How a Contract shall arise**. The contract between you and us for the supply of the Services shall come into force upon the earlier of:

a) where you buy the Services as part of an Installation, upon acceptance of the Project Scope by you and us; or

b) where you buy the Services after an Installation or as part of a Takeover, upon acceptance of the Services Specification by you; or

c) us starting to supply the Services to you,

at which point, a contract for the supply and purchase of such Services (**Contract**) shall come into existence between you and us. These Terms shall apply to and be incorporated into the Contract.

4.4. **Validity of Services Level Agreement and Project Scope quotation.** A Service Level Agreement is supplied by us to you on the basis that no Contract shall come into existence except pursuant to and in accordance with paragraph 4.3. Where the Services Level Agreement is supplied with a Project Scope, it is valid for period of 30 days from its date, provided that we have not previously withdrawn it.

**5. SCOPE OF SERVICES AND PLANS**

5.1. **Scope of Services.** The Services we shall supply are the Set-Up Services, the ClubJooced Support Services and such In Home Support Services and the Annual Services we agree to provide to you.

5.2. **Membership Level.** The scope of the Services we will supply to you is set out in the Membership Level you purchase from us. You can upgrade your Level at any time. You can downgrade your Level by giving us at least 31 days' written notice provided that the downgrade takes effect after the end of the Initial Term (see paragraph 11).

**6. PROVISIONS RELATING TO THE SERVICES**

6.1. **Co-operation and information.** You agree to provide us with all co-operation and information reasonably requested by us in connection with the Services. This includes providing us with access to the Property and the System (both physically and remotely) so we can properly perform the Services. If access to the Property and / or the System is not provided on time, we may charge you for the additional time we spend on the Services as an Ancillary Service at our prevailing hourly rates.

6.2. **The Property and System.** You confirm that you are the lawful owner or occupier of the Property and the lawful owner or user of the System and that you have the right to allow us to perform the Services in relation to the System at the Property.

6.3. **The internet.** As the Services are mainly provided remotely over the internet, it is your responsibility to make sure the internet is available at the Property, is working properly and that it is suitable for the receipt of the Services. If there are problems with the internet, you should contact your internet service provider.

6.4. **Use of the ClubJooced Support Services.** When you make support requests to us, you and we agree to the following procedure:

a) you will promptly provide us with all information and co-operation we require to resolve the problem and you will ensure that all the information you give to us is accurate and complete;

b) we will do our best to resolve the problem remotely by email or, if included as part of your Membership Level, by telephone. As part of our remote assistance, we will advise you on the steps you should take to resolve the problem and you will follow and co-operate with our instructions; and

c) if we cannot resolve the problem remotely within a reasonable time, we will, subject to paragraph 10.3, recommend one of our engineers attends the Property as part of the In-Home Support Services and are subject to payment of the applicable Charges for the In-Home Support Services.

6.5. **Parasol Helpdesk availability.** The helpdesk is available for 'front line' support 24 hours per day and 7 days per week. Where the problem cannot be resolved by the Parasol support team, it will be escalated to the Jooced specialist support team who are available during Working Hours. Whilst we will always respond to your requests as quickly as possible - the response will be in line with the In-Home Response Time as per your Membership Level and as set out in your Service Level Agreement.

6.6. **In Home Support Services.** The Call-Out Services are provided during Working Hours only.

6.7. **In Home Support Response Time.** For the In Home Support the SLA timeframes start when we agree to send an engineer to the Property and end when the engineer arrives at the Property or when the videoconferencing support starts under paragraph 10.3 .

6.8. **System replacement.** All hardware deemed required to be replaced is chargeable unless under manufacturer's warranty.

6.9. **Takeover services.** Where we provide the Services in relation to a Takeover where the System has been supplied wholly or partly by a supplier other than us, we shall have no liability to you for any faults with those parts of the System supplied by the other supplier.

6.10. **Back-ups.** You acknowledge that it is your responsibility to maintain appropriate backups of your photographs and digital content and that if you fail to do so your photographs and digital content are at risk of being corrupted, lost, damaged or destroyed.

6.11. **NO WARRANTIES OR REPRESENTATIONS**. We do not represent or warrant that the Services will prevent any loss, damage or injury to persons or property. You acknowledge and agree that we are not an insurer and this is not an insurance contract. All hardware purchased by Customer are covered by the manufacturer's warranty provided at initial purchase to the you

in writing. We hereby disclaims any warranty of merchantability or fitness for a particular purpose.

**7. YOUR RIGHT TO MAKE CHANGES**

If you wish to make a change to the Service Level Agreement and (in consequence) the Services, please contact us as soon as possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the Charges, the timing for supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. All such agreed changes shall be recorded in writing.

**8. OUR RIGHT TO MAKE CHANGES AND DELEGATION**

8.1. **Minor changes to the Services and to these Terms.** We may from time to time make changes to the Services and / or to these Terms to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not have a material impact upon your use of the Services or your obligations under these Terms.

8.2. **More significant changes to the Services and to these Terms.** In addition, we may make more significant changes to the Services and / or to these Terms, but if we do so, we will notify you in advance and you may then either accept these changes or, if you wish, contact us within 1 month to end the Contract and the provisions of paragraph 12.4 shall apply.

8.3. **Delegation to third parties.** We may from time to time need to delegate the supply to you of certain discrete aspects of the Services to third parties who have the requisite skill, experience and capacity to do this. If we do so, we will remain responsible for ensuring the third parties comply with the terms of the Contract.

**9. SUPPLYING THE SERVICES**

9.1. **When we will supply the Services.** Details of when we will supply the Services to you will be outlined in the Services Level Agreement. We will use our reasonable endeavours to adhere to such timings, and any other timings agreed with you, but you expressly acknowledge that the feasibility of doing so is often dependent upon the actions of other persons and the availability of access to the Property and the System.

9.2. **We are not responsible for delays outside our control**. If our supply of the Services is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay to the Services which significantly adversely affects the Services, you may contact us to end the Contract and receive a refund of the final month Charge of your Membership.

9.3. **Remote In Home Support.** If we are unable to attend the Property due to an event outside our control, we may provide the In Home Support Services remotely via videoconferencing facilities.

9.4. **System performance.** Whist we will use reasonable endeavours to ensure the System is working properly and to promptly respond to requests for the Services, we cannot guarantee that the System will always be working properly, nor that we will always be able to fix problems, nor that problems will be fixed within set timeframes.

9.5. **Annual Service**. Annual Service is comprised of either In Home Annual Service or Remote Annual Service. The frequency and type of Annual Service is determined by the Membership Level.

(a) Remote Annual Service will include updates and service packs for processors, router, switches, remote controls, WIFI access points (where managed) and other devices that are available remotely.

(b) In Home Annual Services will include all items covered by the remote service plus TVs, cabinet tidy and clean where possible, recalibration of projectors and visual inspection of all managed equipment.

9.6. **Exceptions.** You acknowledge that the Services shall not cover any problems caused by:

(a) improper use or operation of the System**;**

(b) damage caused to the System wilfully or as a result of neglect**;**

(c) any actual or attempted additions, replacements, alterations, modifications, updates, upgrades, reconfiguration, maintenance or repairs made to the System by anybody except us without our written approval;

(d) matters external to the System including the failure of electrical power or internet services;

(e) interference from external sources not under our control including electrical equipment, power cables, data cables, radio waves, mobile phone signals, dust particles, light sources, changes to temperature or construction, furnishings and decorative work, or

9.7. If there is a problem with the System and any of the circumstances set out in paragraph 10.7 apply, we will, where agreed between you and us in writing, provide you Services to fix the problem and you agree to pay us the Charges for those Services.

9.8. **System usage.** You acknowledge that all System usage matters are your responsibility and we shall have no liability to you for such matters (including ensuring alarms are set and fireplaces are turned off appropriately).

9.9. **If you do not allow us to supply the Services**. If we are not permitted access to the Property or the System as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Property, we may end the Contract and paragraph 13.2 will apply.

9.10. **Your legal rights if we deliver late**. You have legal rights if we supply the Services late. You may treat the Contract as immediately at an end if any of the following apply:

a) we have refused to perform the Services and we are not entitled to do so; or

b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances) and the delay is not your fault.

9.11. **What will happen if you do not give required information to us** . We may need certain information from you so that we can supply the Services to you. We will contact you to ask you for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (see paragraph 13.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

9.12. **Reasons we may suspend the supply of the Services to you**. We may have to suspend the supply of the Services to:

a) deal with technical problems or make minor technical changes;

b) update the Services to reflect changes in relevant laws and regulatory requirements; or

c) make changes to the Services as requested by you or notified by us to you (see paragraphs 8 and 9).

9.13. **Your rights if we temporarily suspend the supply of the Services**. We will contact you in advance to tell you we will be suspending the supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services, we will extend the Contract period by an appropriate length of time. You may contact us to end the Contract

for the Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the Services not supplied.

9.14. **We may also suspend supply of the Services if you do not pay**. If you do not pay us for the Services when you are supposed to (see paragraph 15.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see paragraph 15.7). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services, we can also charge you interest on your overdue payments (see paragraph 15.6).

9.15. **Consequential issues.** You acknowledge that due to the nature of the Services, there are risks of consequential issues arising. For example, if we repair an item of equipment, it is possible another item of equipment will become faulty due to the fault with the first piece of equipment. If the consequential issue falls within the scope of your Membership or is caused by us, we will supply the Services in respect of the issue.

9.16. **Travel Time.** For each chargeable in home support visit, one hour of free travel time from Jooced base (WV2 4XA) is included each way. For clients located over 1 hour away from Jooced base, extra travel time is chargeable by the hour as set out in the Services Level Agreement.

## 10. TERM OF THE CONTRACT

10.1. **Contract Term.** The Contract shall commence on the date the Contract comes into force and shall continue until the last day of the following calendar month after completion of the Set-Up Services (**Initial Term**) and automatically renew on a month-to month basis thereafter until terminated in accordance with these Terms.

10.2. Either party can end the Contract by giving the other party at least 31 days written notice provided that the notice expires on or after the end of the Initial Term.

## 11. YOUR RIGHT TO END THE CONTRACT

11.1. **Your rights to end the Contract**. You can end the Contract with us as set out in paragraph 11 or this paragraph 12. Of course, you always have rights where the Services are faulty or misdescribed (see paragraph 14).

11.2. **Your right to change your mind.** You have the legal right to cancel the Contract within 14 days and receive a refund (**"Cooling Off Period"**). You confirm that you request us to provide the Services from the date specified in the Services Specification even if this is within the Cooling Off Period. If you cancel the Contract within the Cooling Off Period after we have started providing the Services, you must pay us for the reasonable costs incurred by us in setting up the Services and you must pay us the Charges for the Services provided up until the time you tell us you have changed your mind.

11.3. You can cancel the Contract during the Cooling Off Period by contacting us using the details set out in paragraph 3.1.

11.4. **What happens if you have a good reason for ending the Contract**. You can end the Contract for a reason set out in subparagraphs (a) to (e) below. If you are ending the Contract for one of those reasons, unless you and we otherwise agree in writing, the Contract will end immediately and we will refund the final month Charge of your Membership. The reasons are:

(a) we have told you about an upcoming change to the Services or these Terms which you do not agree to (see paragraph 9.2);

(b) we have told you about an error in the price or description of the Services and you do not wish to proceed;

(c) there is a risk that the supply by us to you of the Services may be significantly delayed because of events outside our control (see paragraph 10.2);

(d) we have suspended the supply to you of the Services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than one month; or

(e) you have a legal right to end the Contract because of something we have done wrong.

11.5. **Your rights to cancel the In Home Support Services**. The cancellation rights in paragraphs 12.2 and 12.3 apply. You can cancel a booking for In Home Support Services at any time. However, if you cancel on less than 24 hours' notice, you must pay us the Cancellation Fee.

## 12. OUR RIGHT TO END THE CONTRACT AND WITHDRAWAL OF SERVICES

12.1. **We may end the Contract if you break it**. We may end the Contract at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to supply the Services;

(c) you do not, within a reasonable time, allow the supply of the Services to you (including as a result of your failure to allow us access to the Property and / or the System); or

(d) you otherwise commit a serious breach of these Terms and (if such breach is remediable) you fail to remedy that breach within 14 days of being notified in writing to do so.

12.2. **You must compensate us if you break the Contract**. If we end the Contract in the situations set out in paragraph 13.1, we may charge you reasonable compensation for the losses and costs we will incur as a result of your breaking the Contract.

## 13. IF THERE IS A PROBLEM WITH THE SERVICES

13.1. **How to tell us about problems**. If you have any questions or complaints about the Services, please contact us. You can do so by using the contact details set out in paragraph 3.1.

13.2. **Summary of your legal rights**. We are under a legal duty to supply the Services in conformity with the Contract.

## 14. CHARGES AND PAYMENT

14.1. **Charges.** The charges payable by you to us for:

a) the ClubJooced Support Services shall be set out in the Services Level Agreement.

b) the In Home Support Services shall be set out in the Services Level Agreement (or, if not set out there, charged at our standard rates),

together the **"Charges"**.

14.2. **VAT.** All Charges shall be exclusive of VAT, which shall be payable by you at the prevailing rate. If the rate of VAT changes, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

14.3. **Period for which ClubJooced Services Charges are payable.** The Charges for the ClubJooced Support Services are payable by you from the date the Contract comes into force and throughout the term of the Contract.

14.4. **When you must pay and how you must pay.** Unless otherwise agreed with us in writing, you agree to pay us the Charges:

(a) for the ClubJooced Support Services monthly in advance; and
(b) for the In Home Support Services when the Services are booked.

14.5. **Payment methods.** You agree to pay the Charges to us by credit or debit card from your own payment card and you will provide us with all information and assistance we request to set up and maintain such payment method throughout the term of the Contract. You authorise us to bill the Charges to your bank account or payment card and we will provide you with invoices for each payment due to us.

14.6. **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.7. **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. Provided you act in good faith, you will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14.8. **Changes to the Charges.** We may change the Charges at any time provided that we give you at least 2 months' written notice of the change. If you do not agree to the change, you can terminate the Contract at any time before the change comes into effect by giving us at least 28 days' written notice of termination.

**15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

15.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process (such as the requirement for any Services to be compatible with goods installed by a third party).loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is

15.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

15.3. **When we are liable for damage to your device or digital content**. If digital content that we have supplied damages a device or digital content belonging to you, and the damage would not have occurred had we exercised reasonable care and skill, we will either repair the damage or pay you reasonable compensation up to 12 months' Charges. However we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow any instructions, failing to have in place the minimum system requirements advised by us, failing to have adequate anti-virus software in place, or failing to maintain appropriate backups of your content.

15.4. **When we are liable for damage to the Property**. Unless it was a foreseeable result of our supply of the Services, and subject to paragraph 16.3, we will make good any damage to the Property or the System caused by us while performing the Services. However, we are not responsible for the cost of repairing any preexisting faults or damage to the Property or the System that we discover while supplying the Services.

15.5. **We are not liable for business losses**. We only supply the Services for domestic and private use pursuant to these Terms. If you use the Services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or any other indirect or consequential losses.

**16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

16.1. **How we will use your personal information**. We will use the personal information you provide to us:

(a) to supply the Services to you; and

(b) to process your payment for the Services.

16.2. **In order to provide the Services, we may collect information about you and your System**. This information may include the model and serial numbers of the hardware, the names of the rooms where you have connected hardware, your postal code and time zone, and other information about the System and your configuration. By entering into this Agreement and utilizing the Services, you are consenting to sharing this information with us. We may share this personal information with third parties for the sole purpose of providing Services.

16.3. We will handle your personal information in accordance with our Privacy Notice as updated by us from time to time, the current copy of which is available when requested.

16.4. **We will only give your personal information to third parties where the law either requires or allows us to do so**.

**17. OTHER TERMS**

17.1. **Intellectual property rights.** As between you and us, all intellectual property rights (including the copyright) and all other rights in the materials we create as part of the Services (including the Services Level Agreement) shall be owned by us. We hereby grant to you an irrevocable, non-exclusive, non- terminable, royalty-free licence to copy and make use of all the materials to such extent as is necessary to enable you to make reasonable use of the Services.

17.2. **We may transfer our rights and obligations to someone else**. We may transfer our rights and obligations under these Terms to another person. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

17.3. **Requirement to obtain our consent if you wish to transfer your rights and obligations to someone else**. You may only transfer your rights or your obligations under these Terms to another person with our written consent.

17.4. **Nobody else has any rights under the Contract**. The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.5. **If a court finds part of the Contract illegal, the rest will continue in force**. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.6. **Even if we delay in enforcing the Contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to supply the Services, we can still require you to make the payment at a later date.

17.7. **Which laws apply to these Terms and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with these Terms and the Contract or their subject matter or formation (including non-contractual disputes or claims) (**Dispute**) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle the Dispute.