



# ELECTRONIC MONITORING HEALTH SERVICE DESCRIPTION SOFTWARE AS A SERVICE



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Buddi Limited, Talbot House, 17 Church Street, Rickmansworth, Hertfordshire WD3 1DE, UK

## Electronic Monitoring – Health Terms & Conditions

The Terms and Conditions of Sale (sometimes referred to as T&Cs) should be available to customers at all times on the company website.

Any customer purchasing via the online shop, should be asked to acknowledge that they have read the Terms and Conditions of Sale that are in force at that time.

Any changes to the Terms and Conditions of Sale should be communicated to the Web Team (for updating the website), the Sales Team (all areas), Customer Service Team, Operations and Finance.

The Terms and Conditions of Sale currently in force are:

## TERMS AND CONDITIONS

The related services are operated by, or on behalf of Buddi Limited of Talbot House, 17 Church Street, Rickmansworth, Hertfordshire WD3 1DE, United Kingdom, Company Number 05308826 (collectively "We" or "Us"). We operate or have operated on our behalf, a number of different websites, services and products ("Buddi Device") with many different features (collectively "Buddi Services"), although not all features will be available on all products. This Agreement sets out how you may use the Buddi Services, and any additional features we offer.

The Buddi Services may not be available in some languages or countries.

Additional terms may apply if you make a purchase via the Buddi Services or in some cases, to particular features or promotions.

By using the Buddi Services, you agree to be bound by this agreement and any amended or additional terms that we may publish from time to time (as detailed on our websites and amended from time to time by Us as necessary). If you do not agree to be bound by these terms, you are not permitted to use any Buddi Service.

### 1. SCOPE OF AGREEMENT

This Agreement applies to your use of the Buddi Services, including any additional content that we make available from time to time as part of the Buddi Services.

### 2. CHANGES TO THIS AGREEMENT

We may amend or add to this Agreement at any time, by publishing the amendments on the relevant Buddi Services together with the date the changes will be effective from. If you use the Buddi Services after the date the change becomes effective, you will be deemed to

## Electronic Monitoring – Health Terms & Conditions

consent to the changed terms. If you do not agree to the changes, you must stop using the Buddi Services and cancel any services that are based on an ongoing, rolling contract that require you to subscribe for periodic payments (“Subscription Services”) by following the instructions in Clause 9 below. Otherwise, the new terms will apply to you.

### 3. REGISTERING AN ACCOUNT WITH BUDDI

We will charge fees to access certain Buddi Services. If you wish to access and participate in these services you will need to register for an account (“Buddi Account”).

In order to register for an account you must: (i) be at least 18 years of age; (ii) provide us with certain information about yourself, the information required may depend on which Buddi Services you wish to use; and (iii) not allow third parties access to your Buddi Account

You will need to set up a password when you register for a Buddi Account, this will be required whenever you make a purchase from your Buddi Account and to change certain settings on the Buddi Account.

You may need to accept other terms of use and provide additional information in order to use your Buddi Account with other Buddi Services.

It is your responsibility to ensure your Buddi Account details remain up to date. Failure to provide correct information when registering an account or to ensure your information remains up to date may lead to us suspending or terminating your Buddi Account. In addition, you are responsible for all activities that occur on your account therefore, if you suspect the security for your Buddi Account has been breached you should let Us know as soon possible by contacting the Buddi Customer Service Team.

### 4. PURCHASE OF PRODUCTS AND SERVICES THAT REQUIRE PAYMENT

The Buddi Services detail products we may have available for you to purchase. However, please note that the images of the products on the Buddi Services are for illustrative purposes only, colours and packaging may vary.

Our order process is designed to allow you to be clear on exactly what Buddi Services you are ordering, it is your responsibility to ensure your order correctly reflects the Buddi Services you wish to purchase.

We reserve the right to amend the prices of the Buddi Services and any orders that have not been dispatched may be subject to the amended prices. The prices quoted do not include delivery charges which will be as detailed on Our website when you are ordering your Buddi Services.

## Electronic Monitoring – Health Terms & Conditions

The prices shown for the Buddi Services include VAT (where applicable) at the current rate chargeable in the UK. If the rate of VAT changes between the date of your order and the date on which you have paid for your Buddi Services in full your order will be subject to the adjusted rate of VAT. If you are a business account holder, VAT (where applicable) will be detailed on your purchase invoice. Certain users may be able to claim exemption from VAT.

### 5. SUBSCRIPTION SERVICES

We may provide Subscription Services that are based on an ongoing, rolling contract that require you to subscribe for periodic payments.

We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for Subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring Subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that have not previously been processed.

Provided that automatic renewals are allowed in your country or territory, we may automatically renew your Subscription Services and charge you the then current price for the renewal term. You must cancel the Subscription Services before the renewal date to avoid being billed for the renewal.

You may cancel the Subscription Services following any fixed minimum contract period, provided you comply with the terms of any contract you entered into when you subscribed to the Subscription Services.

### 6. PAYMENT

The initial purchase of your Buddi Services must be paid for by credit/debit card; however, if you have ordered a Buddi Service that requires a Subscription Service the monthly payments must be made by direct debit. Alternative payment methods are available for business account holders.

You agree that the Buddi Service is not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with your Buddi Account.

Any attempt to defraud the Buddi Service through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honour legitimate charges or requests for payment will result in immediate termination of your account, and active pursuit of civil litigation and/or criminal prosecution.

## Electronic Monitoring – Health Terms & Conditions

You must not make payments to us with money that does not belong to you, which has been gained from criminal or other illegal activity or with a credit, debit or charge card that does not belong to you.

We may suspend or cancel the Buddi Services if we do not receive an on-time, full payment from you. Suspension or cancellation of the Buddi Services for non-payment could result in a loss of access to and use of your account.

You will be liable for any costs we incur due to you not making the correct payments by the required dates, including a fee of £10 for each failed direct debit and interest on any outstanding amounts at the rate of 5% above the Bank of England base rate from time to time (per annum) and any further administration costs We incur.

## 7. DELIVERY OF PRODUCTS AND SERVICES

Any Buddi Service ordered by you that requires delivery will be dispatched via Royal Mail 1<sup>st</sup> Class Recorded Delivery (or similar, for overseas sales) subject to the initial payment, delivery charges and any VAT thereon having been received in full by Buddi. Please note that any dispatch estimates provided are not guaranteed dispatch times and should not be relied upon as such. We are not responsible for any delay in delivering your Buddi Services caused by issues outside of our control. As we process your order, we will inform you if any Products you order turn out to be unavailable.

Buddi will deliver the Device to the address you supply to us. The Device will be at your risk from the time of delivery and it is your responsibility to ensure that a responsible adult is able to accept receipt. We recommend that you arrange relevant insurance cover with a replacement value of at least £300. If you have ordered cover from Us for accidental damage and theft Buddi reserves the right to limit the number of accidental damage claims within the contract period, and claims for theft must be supported by a relevant crime reference number.

In the event that you do not arrange cover and your Buddi Device is damaged or lost you will need to pay in full for a replacement. Please note, if you have ordered a Subscription Service from us you will still be liable to make ongoing payments even if your Buddi Device is damaged or lost.

Unless purchased outright, the device remains Our property and must be returned at the end of the contract. In any case the SIM card remains our property at all times. If you should cancel your Buddi Service at any time or if We terminate your use of the Buddi service you will be required to return the device including the SIM card to us immediately and in good working order.

### 8. FAIR USE

The facility for voice calls from the Buddi Device is intended for use in situations where the user of the Buddi Service requires assistance. We reserve the right to amend the cost of your Subscription Service with 14 days' notice for any Buddi Account whose voice call usage exceeds this. This change to the Subscription Service will take effect from the beginning of the month after the end of the 14 day notice period.

During the 14 day notice period you may terminate your Buddi Account by notifying Buddi Customer Service Team. Your Buddi Account will not be terminated and you will continue to incur costs until the Buddi Device has been received safely and in good working order at Talbot House, 17 Church Street, Rickmansworth, Hertfordshire WD3 1DE

### 9. REFUNDS AND CANCELLATION

You may cancel your Buddi Services order within 14 days of submitting your order. If you have already received delivery of your Buddi Device you must return it to us at your own cost and risk, unused in its original packaging and with all its documentation; your refund of the Buddi Device purchase price will be processed once We have received the Buddi Device.

If you believe your Buddi Device may be faulty please contact Buddi Customer Service Team and they will arrange a replacement for you.

Either party may terminate the Buddi Services by giving 30 days notice to the other, such notice to expire at the end of any agreed minimum period or any set renewal period.

This clause does not affect your statutory rights.

### 10. RIGHT TO REFUSE ACCESS AND TERMINATION

We reserve the right to refuse to register or to terminate any Buddi Account if any of the following occur:

- (i) You have been found to have breached this Agreement or any additional terms.
- (ii) You have been found to have infringed, or You are in Our view likely to infringe, intellectual property rights.
- (iii) You have had your approval of use withdrawn at some point in the past (including the time when the application to open a Buddi Account was made).
- (iv) You have included false or erroneous information (including spoofing) or omitted information in his/her application.

## Electronic Monitoring – Health Terms & Conditions

(v) You have been shown to have neglected payments in the past.

(vi) At the time of application, any of the credit card companies designated by Buddi as acceptable for the settlement of bills (“Credit Card Companies”) did not recognise use of a credit card by you on the grounds that your contract had been terminated or membership revoked.

(vii) Your name is found to be different to the name on the credit card whose details were supplied by the applicant at the time of application, where the credit card was issued by one of the Credit Card Companies.

(viii) You are found to be either underage, under guardianship, or someone unable to act on his own account who has not obtained the approval of the designated proxy or custodian in registering for a Buddi Account.

(ix) For any other reason We judge you to be unsuitable for membership.

Without prejudice to any of its other rights, even when an application has been approved, Buddi reserves the right to (i) terminate agreement(s) with the relevant User(s) and/or (ii) close the account(s) of users and/or (iii) withdraw approval from an applicant whose application is later found to correspond to any of the circumstances described in the previous paragraph. Usage fees and all other liabilities due in relation to the Buddi Services by you, during the period of time between application and decision making by Buddi to cancel the application for registration due to reasons itemized in the foregoing articles or for any other reason, shall be paid by you. Based on this provision, Buddi may, without notifying you, transfer all or some of the rights to claim payment (including overdue interest) from you to the Credit Card Company that you use or declared to use to conduct payments.

By opening a Buddi Account, you agree to allow us access to it to investigate complaints and/or other allegations of abuse.

You will not allow anyone else to use your login details or give them to anyone else. If you do, you accept full responsibility for the consequences of this and agree to fully indemnify and hold us harmless from any damage or harm that may result. You must contact Buddi Customer Service Team immediately if you suspect misuse of your Buddi Account or any security breach in the Buddi Services.

We may change the Buddi Services at any time, for any reason, and we may also cancel or suspend your ability to access them if you are in breach of this Agreement. If we cancel your Buddi Account or your credentials, your right to use the Buddi Account, Buddi services and Buddi Device stops immediately, but you are still required to pay all charges already incurred through that account.

### 11. FOLLOWING TERMINATION

Unless otherwise agreed by Buddi in writing to the account holder, following termination of your Buddi Services the Buddi Device will be deactivated and you will no longer be able to use it; however, unless you have purchased the Buddi Device outright, the Buddi Services will not be terminated and your liability to pay for them will continue until the Buddi Device is received by Us in full working condition.

Any payments due to us must be paid immediately on termination of the Buddi Services. If we have terminated your Use of the Buddi Services under this agreement and you are within an initial minimum Subscription Service period or a subsequent renewal period you will be required to pay an amount equivalent to the remaining monthly payments due for that period on termination.

### 12. ACCOUNT DEACTIVATION

We reserve the right to cancel your Buddi Account if you have not used it for a continuous period of six months.

### 13. YOUR OBLIGATIONS

If you purchase the Buddi Services as an individual, you agree that the Buddi Services are only for personal use, and you will not use the Buddi Services, any content available on the Buddi Services, or your Buddi account, for any commercial purpose. If you are a business user, you agree that you will use the Buddi Services only for your reasonable commercial purposes.

You must not attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, further sublicense, distribute, or use for other purposes the Buddi Services, any game, application, or other content available or accessible through the Services, or any hardware associated with the Buddi Services. If you do so, we may cancel your account and your ability to access the Buddi Services, and pursue other legal remedies. We may take any legal action we deem appropriate against users who violate our systems or network security, this contract or any additional terms incorporated or referenced in this contract. Such users may also incur criminal or civil liability.

You may be unable to use some of the Buddi Services outside the country associated with your account. You must comply with the laws which apply to you in the location you access the Buddi Services from. If any laws applicable to you restrict or prohibit your participation in them, then you must comply with those legal restrictions. Accordingly, We may monitor the location from which you appear to access the Buddi Services and, may use techniques which are intended to block access from any location in which participation in the Buddi Services



## Electronic Monitoring – Health Terms & Conditions

may be illegal or restricted as we may determine in our sole and absolute discretion from time to time.

You may not sell, assign, or otherwise transfer your account to another person.

### 14. CHANGES TO AVAILABLE SERVICES AND PRODUCTS

We continuously work to improve the Buddi Services and may change them at any time. Additionally, there are reasons why We may stop providing portions of the Buddi Services, including (without limitation) that it is no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, or external issues arise that make it imprudent or impractical to continue.

We may, among other things:

restrict or limit access to the Buddi Services;

retrieve information from any connected peripheral device used to log onto the Buddi Services as necessary to operate and protect their security and to enforce this Agreement; and

upgrade, modify, withdraw, suspend, or discontinue any functionality or feature of the Buddi Services, or any hardware or software associated with them, from time to time without notice. We may do so by the automatic download of related software directly to device, including software that prevents you from accessing the Buddi Services or using unauthorised hardware peripheral devices.

### 15. INTERNET ACCESS

Internet access may be required to access certain Buddi Services. We are not an internet service provider and it is your responsibility to arrange the required internet access. You may incur charges related to Internet access, data transfer and other services per the terms of the data service plan and any other agreements you have with your network operator related to use of the Buddi Services. You are solely responsible for any network operator charges.

### 16. SERVICE AVAILABILITY

We and our affiliates, resellers, distributors, and vendors, make no warranties, express or implied, guarantees or conditions with respect to your use of the services. You understand that use of the Buddi Services is at your own risk and that we provide the services on an “as is” basis “with all faults” and “as available.” We do not guarantee the accuracy or timeliness of information available from the Buddi Services. To the extent permitted under your local

## Electronic Monitoring – Health Terms & Conditions

law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. You may have certain rights under your local law. Nothing in this agreement is intended to affect those rights, if they are applicable.

You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the services will be uninterrupted, timely, secure, or error-free or that content loss will not occur.

### 17. LIABILITY LIMITATION.

You agree that your use of the Buddi Services is at your sole risk.

You can recover from us for all successful claims only direct damages up to a total amount equal to the fees you paid for your Buddi Services. You cannot recover any other damages, including consequential, special, indirect, incidental, or punitive damages and lost profits.

This limitation applies to anything related to this agreement, for example:

the Buddi Services;

loss of data;

your content, third party content (including code), third party programs, or third party conduct;

viruses or other disabling features that affect your access to or use of the Buddi Services;

incompatibility between the Buddi Services and other services, software, or hardware;

delays or failures you may have in initiating, conducting, or completing any transmissions or transactions in connection with the Buddi or Services in an accurate or timely manner; and

claims for breach of contract; breach of warranty, guarantee, or condition; misrepresentation; omission; strict liability; negligence; or other tort.

The Buddi Services are to be used as an aide to personal safety, however We accept no responsibility for the health and safety of any user of the Buddi Services.

It also applies even if this remedy does not fully compensate you for any losses, fails of its essential purpose or we knew or should have known about the possibility of the damages.

You agree that We are not responsible in any way for any problems with the Buddi Services that are caused by a matter beyond Our control, including but not limited to internet failures, equipment failures, power failures, severe weather, industrial disputes and sabotage.

## Electronic Monitoring – Health Terms & Conditions

Nothing in these terms will affect the statutory rights of any consumer. Nothing in these terms will exclude or restrict liability for death or personal injury arising from our negligence, fraud, gross negligence or wilful intent. Some or all of these limitations or exclusions may not apply to you if your state, province, or country does not allow the exclusion or limitation of incidental, consequential or other damages.

### 18. INTELLECTUAL PROPERTY

Any software or content (e.g., text, images, video, graphics, music, sound, or games) (for purposes of this section, we refer to all of these, as applicable, as “Software”) that Buddi provides as part of the Buddi Services are licensed and not sold. The license is according to the terms of this Agreement unless separate license terms are provided or referenced. We may also automatically download upgrades to the Software to update, enhance, and further develop the Buddi Services. We reserve all other rights not expressly granted in this contract. The Software license ends when your Buddi Services end unless we notify you otherwise. You must then uninstall the Software, or we may disable it. You must not work around any technical limitations in the Software.

### 19. WARRANTIES

(1) Buddi shall use reasonable skill and care in the provision of the Buddi Services and it shall perform them in accordance with all applicable legislation, and in all material respects any UK codes of practice relevant to their provision, including without limitation, the code of practice for the use of passive location services in the UK.

(2) No warranty is made regarding the results of usage of the Buddi Services or that they will meet the User's requirements or that the Buddi Services will operate uninterrupted or error-free.

(3) Buddi warrants that upon delivery and for a period of 12 months from the date of delivery, the Buddi Device will be free from defects in materials and workmanship.

(4) Buddi shall not be liable for a breach of this warranty unless: (a) You give written notice of the defect to Buddi within 14 days of the time when you discover or ought to have discovered the defect; and (b) Buddi is given a reasonable opportunity after receiving the notice of examining such Device and you (if asked to do so by Buddi) return such Device to Buddi at your cost for examination to take place there.

(5) If any Device does not comply with the warranty set out above (“Defective Device”), then, subject to clauses below, buddi shall at its cost, expense and discretion use all reasonable endeavours either to repair or replace the Defective Device within 10 working days of receipt of the Defective Device.

## Electronic Monitoring – Health Terms & Conditions

(6) Subject to payment by you of Buddi's charges in force from time to time for accelerated replacement buddi shall at your request replace any Defective Device within 72 working hours of receipt of the Defective Device by buddi.

(7) Buddi shall not be liable for a breach of the warranty above: (a) to the extent that it is attributable to further use of such Device after giving the written notice referred to above; or (b) if the defect arises because the User failed to follow Buddi's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Device; (c) that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the Device was not designed or intended by Buddi; or (d) if you alter or repair such Device or any part thereof without the written consent of Buddi.

(8) If Buddi complies with clauses 19.5 and 19.6 it shall have no further liability for a breach of the warranty in clause 19.3 in respect of such Device. Any repaired or replacement Device will be warranted on these terms for the unexpired portion of the warranty period.

(9) If buddi receives written notice from you of any breach of the warranty in clause 19.3, then Buddi's sole liability shall be, at its sole discretion, to: (a) remedy the breach within a reasonable time and without charge to you; or (b) refund such proportion of the Purchase Price as shall correspond to the period during which the breach took place.

(10) Except as expressly stated in these Terms and Condition all other warranties, representations (unless made fraudulently), terms and conditions are excluded to the fullest extent permitted by law.

## 20. JURISDICTION

You irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

## 21. NO WAIVER

No failure or delay by Us to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

## 22. COMMUNICATIONS

If We have to contact you or give you notice in writing, We will do so by email or by pre-paid post to the address you provide to Us in your order.

## Electronic Monitoring – Health Terms & Conditions

When you visit Our website or send e-mails to us, you are communicating with us electronically. We may communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

You acknowledge that there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient.

### 23. BUDDI CUSTOMER SERVICE TEAM

For information on customer support, please go to our website [www.buddi.co.uk](http://www.buddi.co.uk) or you may contact us from the UK on 0800 978 8800, or from outside the UK on +44 1923 601909.