

MySense Terms and Conditions

1. DEFINITIONS

1.1 The following defines words used throughout this document:

Event outside our control: Defined in clause 8.2;

Goods: Hardware devices supplied by MySense as part of your order;

Order: Your order for the MySense goods;

Order confirmation: Written confirmation of your order provided by us;

Services: Services supplied by MySense through our app;

Terms: the terms and conditions set out in this document; and

we/our/us: MySense Limited a company registered in England and Wales with registration number 10418869 whose registered office is at 7 Bell Yard, London, England, WC2A 2JR

1.2 When we use the words “writing” or “written” in these Terms, this will include e-mail unless we say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which we supply goods and services to you. These Terms and the order constitute the whole agreement between you and us.

2.2 Our goods and services are intended to monitor activity. They are not intended to be used or relied upon as a life monitoring service. Some of the features and specifications may be changed without notice to improve reliability, function, design or otherwise.

2.3 Please ensure that you read these Terms carefully, and check that the details on the order and in these Terms are complete and accurate and confirm that you have read and agree to the Terms. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.

How to place an order

You can place an order on-line:

2.4.1 if you order on-line, we ask you to confirm you have read the terms and conditions, and to complete a declaration if you are eligible for VAT exemption.

2.4.2 By placing an order you are agreeing to be bound by these Terms.

2.5 When you submit your order to us, this does not mean we have accepted your order for goods. Our acceptance of the order will take place once your order has been placed, processed and the goods are despatched to you at which point these Terms will become binding and a contract will come into existence between you and us.

2.6 If any of these Terms conflict with any term of the order, these Terms will take priority.

3. DELIVERY OF GOODS

3.1 Currently, MySense does not accept orders for deliveries outside the United Kingdom. If you wish to submit an order outside of the UK then please register your interest through our website and we will get in touch.

3.2 Please note that timescales for delivery and delivery charges will vary depending on the availability of the goods and your address. Please allow for extra time for deliveries to the Scottish Highlands and Islands.

3.3 We will contact you with an estimated delivery date. Occasionally our delivery to you may be affected by an event outside our control. See clause 8 for our responsibilities when this happens.

3.4 Delivery of an order shall be completed when we deliver the goods to the address you gave us.

3.5 We can arrange a convenient delivery date with you and despatch the goods by courier. We can arrange delivery to your work address. If no-one is available to take delivery the courier will leave a card with their details for you to contact to arrange re-delivery.

3.6 The goods will be your responsibility from the completion of delivery.

3.7 Where you have agreed to purchase the goods from us, you will own the goods once we have received payment in full.

4. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

5. SELLER'S GUARANTEE OF GOODS

5.1 Where you have purchased the goods from us we guarantee that on delivery and for a period of 12 months from delivery, the goods shall be free from material defects, and we shall repair or replace defective goods as is appropriate.

5.2 Where you have rented the goods from us, we guarantee that the goods shall be free from material defects during the rental period, and we shall repair or replace defective goods as appropriate.

5.3 If you experience any problems with the goods, please contact our helpline on support@mysense.ai who will try to resolve the problem on the telephone. If this is not possible, they will make arrangements for repair or replacement of the defective part. However, this guarantee does not apply in the circumstances described in clause 5.4 or for parts that are lost or go missing after delivery.

5.4 The guarantees in 5.1 and 5.2 do not apply to any defect in the goods arising from:

- (a) (where you have purchased the goods from us) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the goods in accordance with the user instructions; and
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers.

5.5 This guarantee is in addition to your legal rights in relation to the goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

5.6 Our services rely on:

- Mains power at the houses where the goods are installed, our service includes a battery back-up capability that provides up to X hours of service during any loss of power.
- Mobile networks and mobile data services (where no in-home broadband service is available to the MySense service); and
- On-going email or text services to you.

Occasionally there may be disruptions to these services and whilst we shall use all reasonable efforts to minimise the effect of such disruptions on our services, unfortunately we cannot guarantee that our services will be available without disruption.

5.7 We make all reasonable efforts to have our website available at all times. However, access may occasionally be restricted to allow repairs, maintenance or amendments to the contents. We shall do our best to ensure that such restrictions are kept to a minimum.

6. PRICE AND PAYMENT

6.1 The price for the purchase of the goods and services will be set out in our price list in force at the time we confirm your order. Our prices may change at any time, but price changes will not affect orders for the purchase of goods that we have confirmed with you.

6.2 Where you pay in advance for rental of the goods or for services for a specified term ("Prepaid Term") then price changes which we implement will not apply during the course of the Prepaid Term, subject to 6.4 below.

6.3 Where you make regular rental payments to us in respect of the goods or regular payments for the services, the amount of the rental payments or the payments for the services may change. We shall give you one month's notice in writing of any proposed change and you can choose to cancel the contract in accordance with clause 9.

6.4 These prices include VAT. However, if the rate of VAT changes anytime after the date of the order is placed, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

6.5 In certain circumstances you may be eligible for the goods to be supplied at 0% VAT. If this is the case we ask you to confirm eligibility and complete a declaration before we take payment and deliver the goods.

6.6 We shall specify whether an initial payment is due from you before delivery of the goods or provision of the services, in which case the initial payment must be received by us in cleared funds before we deliver the goods or supply the services.

6.7 Alerts are sent by email or text, as set up by you. Our prices include unlimited text and email alert messages.

6.8 Where it has been agreed that you will make a regular payment in respect of the goods or services, these payments must be made from a UK bank account.

6.9 Where it has been agreed that you will rent the goods, you will make a deposit payment as specified by us. At the end of the contract between you and us we shall refund the amount of this payment within 10 working days of us receiving the goods

back, provided the goods are in full working order. We will refund the deposit after deducting the cost of any missing or damaged parts.

7. OUR LIABILITY TO YOU

7.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

7.2 We only supply the goods for domestic and private use. You agree not to use the goods for any commercial, business or re-sale purpose.

7.3 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

7.4 Our maximum liability to you under the terms of this contract is the total amount paid by you for the goods and the services.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

8.2 An event outside our control means any act or event beyond our reasonable control including without limitation the failure of a public or private telecommunications network; failure of mains power at properties where the goods are used; failure of our server; or failure to use the goods or services in accordance with instructions.

8.3 If an event outside our control takes place that affects the performance of our obligations under these Terms:

- (a) We will post a message as soon as reasonably possible on the website which you use to access the web-service; and
- (b) Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of goods to you, we will arrange a new delivery date with you after the event outside our control is over.

8.4 Either party may cancel the contract if an event outside our control takes place and continues for longer than 4 weeks.

9. YOUR CANCELLATION RIGHTS

9.1 Before the goods are delivered, you have the following rights to cancel an order for goods and services:

- (a) You may cancel any order for goods at any time before we despatch the goods by contacting us. We will confirm your cancellation in writing to you.
- (b) If you cancel an order under clause 9.1 (a) and you have made any payment in advance for goods that have not been delivered to you, we will refund these amounts to you.

9.2 14 Day Money Back Guarantee

Without prejudice to the statutory consumer rights of cancellation, our 14 day money back guarantee enables you to return the goods and get a full refund if you change your mind within 14 days of delivery. The goods must be returned to us and must arrive complete and 'as new' in their original packaging. If you wish to use this guarantee, call our customer helpline on **02033 221 838** to advise us within 14 days of receiving the goods. We will send you freepost packaging to return the goods and stop your web-service subscription with immediate effect to avoid future recurring payments. We recommend you ask for proof of posting from your Post Office when returning the goods in case of postal delays or losses as this will be required by us to confirm when you despatched it.

Refund will be made within 10 working days of us receiving the goods in good condition as defined above. If parts are missing or have been damaged, we may make a deduction from the reimbursement for loss in value of the goods. If the goods are not returned to us, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent the goods, whichever is the earliest.

9.3 After the goods are delivered and the Minimum Contract Period (3 months) has ended, you can cancel the contract by giving 1 month's notice, in writing, by email or by phone. We will confirm by email the date the contract ends. If you cancel the contract before the Minimum Contract Period has ended you will be charged the fees in respect of the Minimum Contract Period.

9.4 If you are renting the goods you can cancel the contract at the end of any applicable Prepaid Term by giving notice in writing by email or by phone. We will confirm by email the date the contract ends and will stop your web-service subscription with immediate effect to avoid future recurring payments. We will send you freepost packaging to return the goods. We recommend you ask for proof of posting from your Post Office when returning goods in case of postal delays or losses as this will be required by us to confirm when you despatched it. When we receive the goods we will refund the deposit, after deducting the cost of any missing or damaged parts.

10. OUR CANCELLATION RIGHTS

10.1 Occasionally we may have to cancel an order for goods before the goods are delivered due to an event outside our control or the unavailability of stock. We will promptly contact you if this happens. If we have to cancel an order in these circumstances and you have made any payment in advance for goods that have not been delivered to you, we will refund these amounts to you.

10.2 If any payments, including direct debit payments, are not made on the due date or you are in breach of any of these Terms we have the right to cancel the contract and withhold access to data stored on our website.

11. INTELLECTUAL PROPERTY RIGHTS

You agree and acknowledge that all intellectual property rights in the goods and services, on our website and in our database belong to us.

12. INFORMATION ABOUT US AND HOW TO CONTACT US

12.1 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 020 3322 1838 or by e-mailing us at support@mysense.ai.

12.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to MySense Limited, 289 Kennington Lane, London SE11 5QY. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the order.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 We will use the personal information you provide to us to:

- (a) provide the goods and services;
- (b) process your payment for such goods and services; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

13.2 You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

13.3 We will not give your personal data to any other third party.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

14.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.3 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.

14.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.5 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.