



Our Terms and Conditions

1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. **Who we are.** We are Xplora Technologies Ltd a company registered in England and Wales. Our company registration number is 10864147 and our registered office is at Belmont Place, Belmont Road, Maidenhead, SL6 6TB.
- 2.2. **How to contact us.** You can contact us by writing to us at support@myxplora.co.uk.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone, SMS or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. **"Writing" includes emails and SMS.** When we use the words "writing" or "written" in these terms, this includes emails and SMS.

3. Our contract with you

- 3.1. **How we will accept your order.** Our acceptance of your order will be subject to appropriate identification checks, payment of the first subscription payment (if applicable) and credit scoring. Our acceptance of your order will then take place when we email you to accept it, at which point a contract will come into existence between you and us. We will send an email to the address you provide to us as the time of placing your order and it is your responsibility to check any spam or junk folders for our email. For the avoidance of any doubt, a contract will be formed even if our email is received into your spam or junk folder.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4. **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK.



4. Our products

- 4.1. Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2. Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- 4.3. Physical Products.** All physical products supplied by us are intended to be worn by children and by providing the product to a child, you are warranting and representing to us that you are the parent or guardian of the child in question (or are authorised by the child's parent or guardian).
- 4.4. Digital Services.** In order to use our products, you will be required to download a digital application and you will be required to accept the terms of that digital application before you are entitled to use it in conjunction with our products.
- 4.5. Platform capabilities.** Any physical products provided by us include, unless notified otherwise, communications services including but not limited to calls, text, data, location and emergency services. The cost for use of these services may be included in the monthly subscription you have agreed to pay and is subject to, amongst the other terms contained within these terms and conditions, the fair usage terms.
- 4.6. What doesn't the communications platform do?** Our communications platform does not include calls to premium rate numbers, some numbers starting with '08' or roaming charges outside of the EU. Whilst every care is taken to ensure our products work at all times, our communications platform is based on the O2 mobile phone network and this network may not be available all parts of the UK. Further, we reserve the right to change or substitute the mobile phone network provider at our sole discretion. The communications platform is not completely fault free and accordingly, speed and quality may be affected by, amongst other things, the thickness of the walls of the building in which the product is being used, atmospheric conditions, technical issues with the O2 mobile phone network and the number of people accessing the O2 mobile phone network at the same time. Our products should not be used as a security device, a product to be relied upon for use in emergency situations or as a parenting tool.
- 4.7. Fair usage terms.**
- (a)** Inclusive communications allowances use O2 UK 2G, 3G, 4G and/or 5G coverage and cover standard mainland UK calls, texts and data, as well as EU roaming. Allowances cover a reasonable use of the communications platform which is currently set at 100Mb and 100 voice minutes per month per device. Where monthly fair usage terms are exceeded, we will notify you and in the event of repeated or excessive usage, we reserve the right to suspend the service pending further investigation.
 - (b)** Where the fair usage terms have been exceeded and we have suspended your use of the communications platform, we may ask you to make an additional payment to us in order to reinstate your use of the communications platform.
 - (c)** During any period of suspension, all of your obligations under these terms and conditions shall continue in full force and effect.



- (d) Any subscriber identification module card (SIM Card) which has been provided to you is not to be used in any other product other than the products supplied by us.
- 4.8. Additional costs.** Where our communications platform has been misused whether with or without your consent (including where our fair usage terms have not been adhered to), you agree to be liable for all charges.
- 4.9. What happens at the end of our minimum term?** Your agreement with us may have a minimum term (as specified on your order form). After the minimum term ends, you may continue to use the products provided (including the communications platform) if you continue to make your monthly payments following which there will be no further minimum term and you can terminate your agreement with us on one months' notice.
- 4.10. Our limited warranty.** We warrant that any hardware products sold by us via our official web store shall be free from defects in materials and workmanship for a period of two (2) years from the date of the order. This warranty shall not be assignable and shall only be valid with proof of purchase. Our limited warranty is not applicable to (a) normal wear and tear (including, without limitation, cosmetic damage such as scratches, dents, nicks, and rust), (b) defects or damage caused by misuse, accident, spillage of food or liquid, fire, other acts of nature or external causes, abuse, unusual stress, or improper storage, (c) alteration, modification, testing, improper or unauthorized repair, (d) use not in accordance with the published guidelines, (e) damage caused by use with unsuitable accessories, non-genuine chargers, or software, and (f) any force majeure events. Our sole responsibility under this limited warranty shall be to repair or replace (at our sole discretion) any defective product within the warranty period. In order to make a valid claim under the limited warranty, you will need to notify us before the expiry of the warranty period with full details of the defect claimed and request a returns label. You will be responsible for the costs of all postage costs and we recommend using a tracking service to ensure the product reaches us safely.
- 4.11. Safety & Regulation.** Our products (which are goods):
- (a) are wearable standalone smart devices. They are CE certified (the CE marking can be found on the product itself and the package) and comply with all United Kingdom and European Union laws and regulations;
 - (b) are expected to perform at their optimum capability in the temperature range of -10C to 40C (including the battery);
 - (c) should only be used with the supplied charger and genuine replacement batteries as provided or recommended by us. Any alternative uses will invalidate any limited guarantee offered by us;
 - (d) should be kept away from sources of extreme heat and fire;
 - (e) should not be used if it becomes overheated as there is a risk of low temperature burn symptoms such as red spots and darker pigmentation;
 - (f) should not be tampered with (including, without limitation, biting or sucking) as it may result in damage and / or explosion;
 - (g) should not be disassembled and the battery should only be replaced by us; and
 - (h) include a battery which should only be disposed of by us or an authorised partner and should not at any time be disposed of with other waste.



5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9 Your rights to end the contract).

6. Our rights to make changes

6.1. Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes should not affect your use of the product.

6.2. More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, if we make significant changes to the products, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6.3. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it. Should you decline to update the digital content when such updates are provided by us, we will not be liable for any malfunction or security breach which may have reasonably been prevented by such update.

7. Providing the products

7.1. Delivery costs. The costs of delivery will be as displayed to you on our website at the time of placing the order.

7.2. When we will provide the products.

- (a) **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- (b) **If the products are one-off services.** We will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process.
- (c) **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.
- (d) **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you from the date we accept the order until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.



- 7.3. We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then 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 you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4. If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we or our carrier on our behalf will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.5. If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.
- 7.6. When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.7. When you own goods.** If you have paid for the product (which is goods) in advance then you own a product which is goods once we have received payment in full. In all other cases, for example, where you pay a monthly subscription with no up-front payment, the goods shall always be owned by us. You may, after the date falling 24 months from the date of your order and before the date falling 25 months from the date of your order, pay us the sum of £1.00 to transfer title in the goods to you.
- 7.8. 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 products to you. If so, this will have been stated in the description of the products on our website. We will contact you in writing to ask 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 (and clause 11.2 will apply) 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 products 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.
- 7.9. Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product:
- (a) to deal with technical problems or make minor technical changes;
 - (b) to update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) where you have exceeded the fair usage terms contained in these terms and conditions;
 - (d) where you are in breach of any of the terms of this agreement; or
 - (e) to make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.10. Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an



emergency. If we have to suspend the product for longer than two weeks in any four week period we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract. For the avoidance of any doubt, all payments made up to the date on which the contract ends shall not be refunded.

- 7.11. We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within two days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 1.1). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.5).

8. Your obligations to us.

- 8.1. By purchasing the products from us, you agree:
- (a) to abide by the terms contained in these terms and conditions;
 - (b) to provide us with your current and up to date personal contact information as it may change from time to time;
 - (c) to use the products in the manner they were intended and as described;
 - (d) to take adequate steps to avoid damage to the products;
 - (e) to inform us immediately upon discovery of any unauthorised use of the products;
 - (f) not to resell the products;
 - (g) not to use the products, or permit the use of the products, for:
 - (i) criminal activities;
 - (ii) offensive, abusive, indecent, defamatory, obscene or menacing behaviour;
 - (iii) annoying or inconvenient behaviour (as set out in the Communications Act 2003);
 - (iv) harming our communications network in any way; or
 - (v) persistently sending automated unsolicited communications.

9. Your rights to end the contract

- 9.1. You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what you have bought is faulty or not as described you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 12;



- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;**
- (c) **If you have just changed your mind about the product, see clause 9.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.6.**

9.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four weeks; or
- (d) you have a legal right to end the contract because of something we have done wrong.

9.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) digital products after you have started to download or stream these;
- (b) services, once these have been completed, even if the cancellation period is still running;
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- (e) any products which become mixed inseparably with other items after their delivery.

9.5. How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, XPLORA communication services included into XPLORA smartwatch bundle)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought digital content for download or streaming (for example, XPLORA paid content or features)?** if so, you have 14 days after the day we



email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

- (c) **Have you bought goods (for example, XLPORA KIDS ORANGE)?** if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

- 9.6. Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, **charge you**) a percentage of the price calculated as per the table below depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so.



Amounts to be paid by you to us.

	U p f r o n t payment No monthly payment	Partial upfront payment Monthly payment	£0.00 or £1.00 Upfront payment Monthly payment
After 14 days from the date of order up to the date falling on 12 months from the date of the order.	No charge.	<ol style="list-style-type: none"> 100% of the monthly payment up to the date falling on 12 months from the date of the order; all outstanding payments; and all reasonably incurred costs of enforcement action. 	<ol style="list-style-type: none"> 100% of the monthly payment up to the date falling on 12 months from the date of the order; all outstanding payments; and all reasonably incurred costs of enforcement action.
After the date falling on 12 months from the date of the order.	No charge.	<ol style="list-style-type: none"> All outstanding payments; and all reasonably incurred costs of enforcement action. 	<ol style="list-style-type: none"> 30% of the monthly payment up to the date falling on 24 months from the date of the order; All outstanding payments; and all reasonably incurred costs of enforcement action.

10. How to end the contract with us (including if you have changed your mind)

10.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following and by giving us 30 days' notice of such termination:

(a) **Email.** Email us at support@myxplora.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **Online.** Complete the form on our website (if available).

10.2. Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us undamaged and in its original packaging, free of any software or security locks together with your proof of purchase. You must either return the goods in person to where you bought them, post them back to us at 15 Mill Place, Kingston Upon Thames, KT1 2RS, UK. Please email customer services at support@myxplora.co.uk for a return label. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

10.3. When we will pay the costs of return. We will pay the costs of return:

(a) if the products are faulty;

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.



In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

10.4. How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. If the payment method does not work and you do not notify us of an alternative payment method within three days, we will treat the refund as being forfeited by you. However, we may make deductions from the price, as described below.

10.5. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the last day of the billing month in which you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.6. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods, your refund will be made within 14 days from the day on which we receive the product back from you and shall be subject to us confirming there is no damage to the products. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

11. Our rights to end the contract

11.1. We may end the contract if you break it. We may end the contract for a product 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 two days of us reminding you that payment is due;
- (b) you breach any of the terms contained within these terms and conditions, including without limitation the fair use terms (whether you are aware of any breach or not);
- (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- (d) you do not, within a reasonable time, allow us to deliver the products to you.



- 11.2. You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may **deduct** or **charge you** a percentage of the price calculated as per the table below depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

Amounts to be paid by you to us.

	Upfront payment No monthly payment	Partial upfront payment Monthly payment	£0.00 or £1.00 Upfront payment Monthly payment
After 14 days from the date of order up to the date falling on 12 months from the date of the order.	No charge.	<ol style="list-style-type: none"> 1. 100% of the monthly payment up to the date falling on 12 months from the date of the order; 2. all outstanding payments; and 3. all reasonably incurred costs of enforcement action. 	<ol style="list-style-type: none"> 1. 100% of the monthly payment up to the date falling on 12 months from the date of the order; 2. all outstanding payments; and 3. all reasonably incurred costs of enforcement action.
After the date falling on 12 months from the date of the order.	No charge.	<ol style="list-style-type: none"> 1. All outstanding payments; and 2. all reasonably incurred costs of enforcement action. 	<ol style="list-style-type: none"> 1. 30% of the monthly payment up to the date falling on 24 months from the date of the order; 2. All outstanding payments; and 3. all reasonably incurred costs of enforcement action.

- 11.3. We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least one month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

12. If there is a problem with the product

- 12.1. How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at support@myxplora.co.uk.
- 12.2. Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.



Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 9.3.

a) If your product is **digital content**, for example a mobile phone app, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- b) If your digital content is faulty, you're entitled to a repair or a replacement.
- c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 9.3.

If your product is **services**, for example the services provided by a mobile phone sim card, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

12.3. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or post them back to us. Please email us at support@myexplora.co.uk for a return label.

13. Price and payment

13.1. Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.



- 13.2. We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3. What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 13.4. When you must pay and how you must pay.** We accept payment by direct debit, PayPal, Visa, Mastercard and American Express from within the United Kingdom. We may introduce additional payment methods from time to time. When you must pay depends on what product you are buying:
- (a) For **goods**, you must pay for the products before we dispatch them.
 - (b) For **digital content**, you must pay for the products before you download them.
 - (c) For **services**, you must make an advance payment as set out on our order form, before we start providing the services. We will charge you monthly for the services until the services are completed and you must continue to make payments when they fall due even if you lose the products on which the services are delivered. You must allow your payment method to accept monthly payments as agreed in the contract, including but not limited to inform us on any payment method details change and having sufficient funds as to allow us to collect monthly payment.
- 13.5. If you pay through direct debit, please note that:
- (a) the guarantee is offered by all banks and building societies that accept instructions to pay direct debits;
 - (b) if there are any changes to the amount, date or frequency of your direct debit, we will notify you in advance of your account being debited or as otherwise agreed. If you request us to collect a payment, confirmation of the amount and date will be given to you at the time of the request;
 - (c) if an error is made in the payment of your direct debit, you are entitled to a full and immediate refund of the amount paid from your bank or building society;
 - (d) if you receive a refund you are not entitled to, you must pay it back when we ask you to;
 - (e) you can cancel a direct debit at any time by simply contacting your bank or building society and if you do so, you must notify us in writing at the time of doing so and provide an alternative payment method.
- 13.6. 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 4% a year above the base lending rate of the Bank of England 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. Our responsibility for loss or damage suffered by you

14.1. 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 loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is 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.

14.2. 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 products as summarised at clause 12.2 and for defective products under the Consumer Protection Act 1987.

14.3. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we may either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

14.4. Any products supplied by us should not be used as a substitute parenting technique and you will at all times remain fully responsible for all use of any products supplied by us including, without limitation, keeping all use of the product in line with any fair usage conditions set out in this agreement.

14.5. We are not liable for the loss of any deletion, corruption or loss of any data transmitted over our communications network or in the event our communications network stops working as a result of events outside of our control.

14.6. The maximum amount of liability we may have shall be limited to the amount paid by you to us.

14.7. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. How we may use your personal information

15.1. How we may use your personal information. We will only use your personal information as set out in our Privacy Policy (<https://myexplora.co.uk/legal>)

16. Other important terms

16.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if



this happens and we will take all reasonable steps to ensure that the transfer will not affect your rights under the contract.

- 16.2. You need our consent to transfer your rights and our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree to such transfer for any reason including where any such transferee does not satisfy our credit scoring requirements. We do not have to provide you with a reason for not agreeing to any such transfer.
- 16.3. Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4. If a court finds part of this 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.
- 16.5. Even if we delay in enforcing this 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 this contract, that will not mean that you do not have to do those things and it will not 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 provide the products, we can still require you to make the payment at a later date.
- 16.6. Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.