



## Pulse4all End-User Terms & Conditions for Consumers (“Consumer Terms”)

Defibswap UK Ltd (trading as Pulse4all) hires out automated external defibrillators (or “AEDs”) on a subscription basis to businesses and consumers. We are registered in England and Wales under company number 14733955 and with our registered office at 48 Warwick Street, London, England, W1B 5AW (Pulse4all will be referred to as “we”, “us”, “our”, or “Pulse4all” in these Consumer Terms). Our VAT number is 437 3533 91.

These Consumer Terms will apply to each Subscription between Pulse4all and you (“you”, or “your”) and describe your and Pulse4all’s rights and responsibilities when you take out a Subscription for one or more AEDs. Please read them carefully and let Pulse4all know if you have any questions. In these Consumer Terms, capitalised words have the meaning given to them in Schedule I.

These Consumer Terms should also be read alongside our Privacy Policy which is available on our Website here: <https://pulse4all.co.uk/privacy-policy/> (our “Privacy Policy”).

Pulse4all does not give business members all the same rights as its members who are not taking out a Subscription for, or mostly for, use in connection with their business, trade, craft, or profession. For that reason, we have a different set of End-User Terms and Conditions for business members which can be found here. You are a business member if you are taking out a subscription wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual and, if that is the case, the aforementioned End-User Terms and Conditions for business members will apply to you instead.

### 1. Order Process and entering into Subscriptions

- 1.1. To be eligible to take out a Subscription for an AED, you must be at least 18 years old and be able to enter into legally binding contracts. You may only apply for a maximum of nine (9) Subscriptions.
- 1.2. To apply for a Subscription, you must complete and return to Pulse4all an order form on our website or in any other way which we make available to you from time to time. When you do so you are letting us know that you would like to enter into a Subscription with us based on these Consumer Terms.
- 1.3. We need to make sure that we know who we enter into agreements with and therefore we only accept orders when we have checked them and completed our order process, which may include verification of your identity in accordance with Clause 1.4. We will contact you (using the contact details you provide to us) to confirm we’ve received your order and then again to confirm if we’ve accepted or rejected it.
- 1.4. A digital verification of your passport, identification card or driving licence may form part of our order process (at Pulse4all’s sole discretion). In such cases, the AED will not be deemed to be delivered until you: (i) are able to provide the requested identification documents and accompanying information, and (ii) satisfy our reasonable verification procedures to our satisfaction. Where our verification of the identity documents indicates (potential) fraud, we may refer the matter to the relevant authorities.
- 1.5. If we accept the order, we will send you an order confirmation at which point a contract between you and us comes into force, and your Subscription will start (the “Start Date”).



- 1.6. After we have issued the order confirmation, we will agree the time and, if different to the Delivery Location set out in the Order Form, the location for the delivery or pick-up of the AED(s), with you.
- 1.7. During the Subscription Period, you must notify us of changes to your contact details or bank account used in relation to your account promptly and without unreasonable delay.
- 1.8. You may only use the AED in the country where you have concluded a Subscription.
- 1.9. Under the Subscription, you are entitled to free Hot-Swapping as set out in Clause 5.

## 2. Cooling-Off Period

- 2.1. You have a legal right to change your mind and withdraw from the Subscription with immediate effect without giving a reason to us within fourteen (14) days after the date we and you enter into the Subscription. However, we allow you a longer period such that your right to cancel will start on the day on which we deliver the AED to you (the “Cooling-off Period”), subject to some conditions set out in this clause 2.
- 2.2. If you withdraw from the Subscription during the Cooling-off Period, we will refund any prepaid Subscription Fees you have paid to us, subject to the following conditions:
  - 2.2.1. you must return each AED and all Provided Items to us in accordance with clause 8 of these Consumer Terms; and
  - 2.2.2. we will check the AED and Provided Items for damage, which may result in additional Charges being payable by you under clause 10.2.
- 2.3. If you wish to exercise your right to withdraw from the Subscription in accordance with this clause 2, please contact us at [support@pulse4all.co.uk] within the Cooling-Off Period.

## 3. AED

- 3.1. By entering into a Subscription, you don't own the AED. Each AED including any other Provided Items shall at all times remain the property of Pulse4all, who retain all rights (save for the limited right of use granted to you in these Consumer Terms), title and interest in and to them and all such rights, title, and interest are reserved to us.
- 3.2. You will be responsible for the AEDs when we deliver them to the Delivery Location, and risk in the AEDs shall pass to you on the delivery of the AEDs to the Delivery Location.
- 3.3. You must at all times:
  - 3.3.1. store the AED separately from all your other goods so that they remain readily identifiable as Pulse4all's property;
  - 3.3.2. not remove, deface or obscure any identifying mark or packing on or relating to the AED; and
  - 3.3.3. give us such information as we may reasonably require from time to time relating to the AED so that we can ensure it is being stored in the correct way and to help us ensure it is kept in good working order.
- 3.4. Beyond the specifications agreed in the relevant Subscription (e.g. specifications on the type and/or category of the AED), we can't promise that we can provide you with any specific design, colour, fit-out or configuration of the AED. We may also put



advertisements on the AED at any time and at our sole discretion. If an advertisement attached to the AED or printed on the AED is damaged, removed, unreadable or otherwise no longer visible, you must inform us of this without undue delay.

- 3.5. As the AED will still be ours after delivery to you, we need to ensure that it doesn't get lost and therefore we may attach a GPS tracker to the AED which allows us to track data of its location. You agree that we can, amongst other things, track data in the event of a suspected loss, theft or unauthorised use of the AED but we won't use the GPS tracker to try to directly work out the location of an individual.
- 3.6. You must make normal use of the AED and take due care of it. You must avoid unusual strain on the AED and use it according to the instructions of the type of AED you selected when placing your order on our Website: either the HeartStart OnSite Defibrillator Owner's Manual where you choose the Philips HS1 AED for indoor areas, or the HeartStart FRx Defibrillator Owner's Manual where you choose the Philips FRx AED for vehicles (we will refer to the applicable Owner's Manual in the rest of these Consumer Terms as being the "**Owner's Manual**"). We will provide a copy of the Owner's Manual with the AED when sending it to you after you have taken out a Subscription. You should avoid all actions that could damage or disrupt the proper functioning of the AED according to the Owner's Manual.
- 3.7. In case of an emergency sudden cardiac arrest, use of the AED is not exclusively restricted to you.
- 3.8. You may only use the AED if you comply with all Applicable Laws and regulations and the Owner's Manual, including but not limited to meeting any minimum age required to operate the AED, and compliance with the relevant usage regulations and requirements. Minors may use an AED in case of an emergency.
- 3.9. In the event that the AED is used for an emergency rescue, you must notify us immediately and request an immediate Hot-Swap so that we can ensure that you have an AED in good working condition. All AED's must be checked by us after use before they can be used again.
- 3.10. You must not and must not allow anyone else to use the AED while suffering from a medical condition or whilst on medication that may affect use of the AED, or while under the influence of drugs or alcohol.
- 3.11. For the purposes of these Consumer Terms, "use" of the AED shall be deemed to include in any event having the AED available and ready to be used for the attempted rescue of someone suffering from a sudden cardiac arrest, the storage of the AED, and the actual use of the AED if needed to rescue a victim of sudden cardiac arrest.

#### **4. Conditions regarding use of the AED**

- 4.1. You agree that (to the maximum extent permitted by applicable law) you will use (and permit the use of) the AED at your own risk and you will be responsible for such use. It is your responsibility to, and you shall, conduct reasonable checks (if any) set out in the Owner's Manual to verify that the AED remains in a good and safe condition throughout the Subscription Period and thereafter until the AED is returned to us. You should regularly check if the light at the right-top of the AED is blinking green (which indicates the AED is 100% ready for use).
- 4.2. You must not use the AED if you identify any defects and/or damage, or have any safety concerns or other concerns in connection with the proper use of the AED, in



particular if the light at the right-top of the AED is blinking red and/or if the AED is chirping, indicating it is NOT ready for use. You must promptly inform us of all such blinking, chirping and/or defects and damages concerns. If you do not inform us of any such issue or concern to which this clause refers, you will be responsible for and will be held liable in case of any malfunctioning of the AED.

- 4.3. You must not destroy the AED, make any changes to the AED that cannot be reversed without damaging it, or manipulate in any way the electronics, battery, electronic pads, computer and/or software of the AED.
- 4.4. You must store the AED somewhere where it is unlikely to get lost, damaged, or stolen, and must store it at the correct temperature (according to the manufacturer) which is between zero (0) and forty-three (43) degrees Celsius (the “**Safe Place**”). If an AED is placed on the outside of a house or office, an outdoor cabinet (with heater/ventilation) you must ensure that the AED remains at the correct temperature under various weather conditions. Only the Rotaid Solid+ Heat is suitable as an outdoor cabinet. Unless the Order Confirmation indicates otherwise, no outdoor cabinet will be provided by Pulse4all to you.
- 4.5. We need to be able to inspect, verify, and replace all or part of the AED(s), and you therefore agree to grant Pulse4all or third party(ies) designated by Pulse4all, upon our request, access to the location(s) where the AED(s) are located, and that this right of access may be used to exercise any rights we or our designated third party(ies) may have in respect of the AED(s). You must reasonably provide all information and cooperation requested by Pulse4all or any such designated third party in connection with us exercising our rights under this clause.

## 5. Hot-Swapping

- 5.1. Hot-Swapping is permitted in case of the battery or electrode pads having reached the date of expiry, or in case of damage or defects, if the AED has been used for a rescue, or if the AED is chirping. In case of theft of the AED, you are entitled to a Hot-Swap provided that you first provide Pulse4all with a copy of a report or crime number issued by the relevant authorities and are not responsible in any way for the theft (including by assisting the perpetrator to steal the AED or to hide that they have stolen it). In case of loss of the AED (other than where it is stolen), you are not entitled to a Hot-Swap. When you request a Hot-Swap, you must fill in a request form with questions regarding the condition of the AED and such other information as we may request. Based on this form, we will conclude (at our sole discretion) if a Hot-Swap is permitted or not.
- 5.2. Hot-Swapping includes the exchange of the AED for a replacement AED of a similar type, fitted with a battery and electrode pads which expiry date is further away than three (3) months, provided that you have complied with these Consumer Terms.
- 5.3. Pulse4all shall perform Hot-Swaps on-site at the location of the AED, or another location if requested by you and approved by us.
- 5.4. We aim to Hot-Swap an AED within forty-eight (48) hours after you have contacted us by telephone, via email, WhatsApp or the Pulse4all application to request a Hot-Swap. Hot-Swapping takes place by appointment with you. We won't be liable for, and you cannot claim any compensation or payment if this target time is not achieved, but you may be liable to pay a Charge for Additional Hot-Swap Services if you miss an agreed Hot-Swapping appointment, as set out in Schedule II (A). We may refuse the Hot-Swapping if it is for reasons other than those set out in this clause 5.



- 5.5. The costs for Hot-Swapping (other than any Charge for Additional Hot-Swap Services) are covered by payment of the Subscription Fee. During the Subscription Period, you may request an unlimited number of Hot-Swaps (subject in each case to the other provisions of this clause 5) without incurring any additional charges. However, we may refuse a Hot-Swap without liability to you until such time as you have paid any outstanding Subscription Fee or other Charges due and payable to us.

## 6. Ending a Subscription before the end of the Subscription Period

- 6.1. Prior to returning the AED in accordance with Clause 8, you can cancel your Subscription at any time by sending an email to Pulse4all (the "**Cancellation Notification**"), please contact us at [support@pulse4all.co.uk] to do so. Any such cancellation must occur more than fourteen (14) days before the end of the Subscription Period. After receiving a validly issued Cancellation Notification from you, we will send a confirmation of the Cancellation Notification (via email) to you which will confirm the End Date and contain instructions to return the AED. A Subscription cannot be reactivated free of charge after return of the AED to Pulse4all.
- 6.2. Upon sending the Cancellation Notice you must return the AED to Pulse4all within fourteen (14) days of the End Date. If you fail to do this, you must immediately pay Pulse4all a Late Return Charge as set in Schedule II (B) per which shall accrue daily commencing on the fifteenth (15th) day after the End Date until the day the AED is received by us, subject to a maximum of twenty-two (22) days. If the AED is not returned to us within thirty (30) days after the End Date, you shall owe us an immediately payable Charge in the amount of the Current Market Value of an AED set in Schedule II (B), without prejudice to our right to claim (additional) damages and our right to recover the other Charges to which this clause refers.
- 6.3. If we terminate the Subscription in accordance with Clause 15 and the AED is not returned to us within fourteen (14) days of the End Date, we will consider this to amount to misappropriation of the AED by you. In that case, you will be obliged to compensate us on a pro rata basis for the loss suffered in the amount equal to the Subscription Fee for the relevant type of Subscription. If the AED is not returned to us within thirty (30) days after the End Date, you shall owe Pulse4all an immediately payable Charge in the amount of the Current Market Value of an AED set in Schedule II (B), without prejudice to our right to claim (additional) damages and our right to recover the other charges to which this clause refers.
- 6.4. If you are unable to return the AED to Pulse4all under either Clause 6.2 or 6.3 due to suspected crime such as theft, you should report the suspected crime in accordance with Clause 8.2. In such circumstances and acting reasonably, we may (in our sole discretion) waive our rights and obligations under Clause 5.2 or 5.3.
- 6.5. The Parties agree that the additional Charges to which these Consumer Terms refer (including those set out in this Clause 6) represent a genuine pre-estimate of the losses we would incur in the circumstances, are reasonable and do not, in any case, constitute a penalty.
- 6.6. Unless the Subscription ends (through termination) during the Cooling-off Period, you won't be entitled to a refund of any prepaid Subscription Fees relating to the remainder of the Subscription Period, which we shall retain.
- 6.7. When we exchange an AED, you will hand-in the AED to Pulse4all, including any other Provided Items.



## 7. Duration

- 7.1. The Subscription begins on the Start Date and remains in effect thereafter until the End Date.
- 7.2. Subject to your rights under the Cooling-Off Period (see clause 1.9), the Subscription Period shall not exceed three (3) months in length.

## 8. Return and withdrawal of the AED and Provided Items

- 8.1. As soon as is reasonably practicable after the expiry or termination of your Subscription, we will send you an email with instructions to return each AED and you shall promptly return all AEDs including any and all other Provided Items to our warehouse in your country and/or Service Area, or, if we direct you (in our sole discretion) to do so, to the warehouse of one of our partner companies. In case the AED needs to be picked up by us at a location requested by you, we will be entitled to charge, and you will pay, an immediately payable Charge for Additional Hot-Swap Services as set out in Schedule II(A). All your rights under the Subscription will end from the moment you return the AED to Pulse4all or the AED is picked up by us, without prejudice to your obligation to pay the full Subscription Fee and any and all applicable Charges.
- 8.2. We have the right to withdraw an AED for any reason, including where we are unable to keep the AED in rescue-ready condition, without liability to you and without affecting your obligations under the Subscription. This may be caused by shortages in supply or non-availability of electrode pads and/or batteries and/or AED. In such a situation, the relevant AED may be taken out of service by us. We will notify you and provide you with a return-paid label for you to return the AED to Pulse4all. No subscription fee will be payable by you to us for the period during which the AED is taken out of service and the Subscription Fee shall be adjusted on a pro-rata basis accordingly.

## 9. Theft or loss

- 9.1. In order to prevent incidents such as loss, theft and damage, you must store the AED in a Safe Place and in accordance with Clause 3.3.
- 9.2. In the event of the loss or theft of the AED including any other Provided Items you must:
  - a) report the loss or theft to us promptly (and in any case within twenty-four (24) hours from the moment you became aware of it);
  - b) report the loss or theft to the police; and
  - c) provide any and all relevant information regarding the loss or theft without undue delay upon our request.

Only if all relevant requirements in this Clause 9.2 have been complied with will you receive a replacement AED from us.

- 9.3. If it turns out that you have failed to comply with Clause 9.2, or provided incorrect or false information, you shall be liable to pay a Charge amounting to the Current Market Value of an AED as set out in Schedule II (D). If you are unable to comply with Clause 9.2 because the AED has been lost (other than through theft which was not your fault), you may be liable to pay a Charge amounting to the Current Market Value of an AED as set out in Schedule II (D).



- 9.4. If the AED has been removed during its use for an emergency by e.g. ambulance staff, you must notify us immediately and we will contact you regarding the collection process.

## **10. Damage and Accidents**

- 10.1. You must report damage to the AED (including any parts of it) to us immediately and in any case within twenty-four (24) hours of the accident occurring or of you becoming aware of the damage, unless you are prevented from meeting this deadline due to exceptional circumstances as a result of which you were not reasonably capable of reporting such damage, for example in the event of a hospital stay after an accident. This applies regardless of the extent of the damage or accident and regardless of whether you have caused the damage or accident or not.
- 10.2. In the event of any damage to the AED including any other Provided Items, we will be entitled to charge you for the repair or replacement of damaged parts up to the amount of the relevant Charge specified in Schedule II (D). We will always take a photo of the AED before Hot-Swapping the AED, at arrival in the warehouse, and after Hot-Swapping the AED and we encourage (but do not require) you to take a photo of the AED upon delivery to you and before returning it to us.
- 10.3. In the event of damage and wear and tear to the AED other than what may be expected from normal use (such at the discretion of Pulse4all), or if you have caused the damage, we reserve the right to be entitled to charge you an additional fee in accordance with Clause 10.2 above.
- 10.4. Where any damage has been caused to AED or any other Provided Items by the AED being used for an emergency rescue, you will not be liable for any Charges under Clause 10.2. However, you must report any damage to us in accordance with Clause 10.1.

## **11. Payments**

- 11.1. When taking out a Subscription, you will be required to provide a direct debit mandate to have the monthly Subscription Fee and other costs owed debited to the relevant bank account number, credit card or other payment method. If you are unable to provide a direct debit mandate, you can pay via alternative payment methods (e.g., BACs, credit card etc).
- 11.2. In consideration of us making AEDs available to you, you shall pay to us the monthly Subscription Fee during the Subscription Period. Unless otherwise agreed in the Subscription, the Subscription Fee is payable monthly in advance starting on the Start Date and thereafter on the first day of each month (or part thereof) for the duration of the Subscription Period. If you pay the Subscription Fee via direct debit, we will provide a monthly confirmation of payment. For all other methods of payment and other costs and Charges owed, we will issue a monthly invoice, payable within fourteen (14) days.
- 11.3. If the Subscription Fee, Charges or other costs are not paid or are wrongly reversed, you will be in breach of the Subscription and these Consumer Terms. In that case, you may receive a demand from us to pay any amounts due within fourteen (14) days and you must pay all such amounts within that period. We may engage a collection agency if the amounts due have not been paid within the period of fourteen (14) days. All additional administrative costs and other collection costs will be payable by you to us if we do take enforcement action to recover overdue payments.



In addition, we may trace the location of the AED, including by using a GPS tracker, and seize (including by entering any property in your possession or control) the AED and other Provided Items in respect of which you are in payment default. You hereby grant us all rights of access necessary to enable us to exercise its rights under this Clause and where we do so, you shall provide us with all reasonable cooperation we request.

- 11.4. All amounts due and payable under the Subscription shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) and shall be, unless otherwise agreed by the Parties or as set out in the Subscription, non-cancellable and non-refundable.

## **12. Liability**

- 12.1. Nothing in these Consumer Terms shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.
- 12.2. We're responsible for losses you suffer caused by us breaking these Consumer Terms unless the loss is:
  - 12.2.1. Unexpected or unforeseeable, in that it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected or foreseen it;
  - 12.2.2. caused by a delaying event outside our control, provided we have complied with clause 11.3;
  - 12.2.3. avoidable, such as loss you could have avoided by taking reasonable action. For example, intentional damage to the AED, which was caused by you or which you permitted (including by failing to store the AED in accordance with these Consumer Terms), or which could have been avoided by you complying with your obligations under these Consumer Terms;
  - 12.2.4. a business loss, such as your use of an AED for the purposes of your trade, business, craft or profession (all such use will be subject to our End-User Terms and Conditions for business members as set out above, and not these Consumer Terms).
- 12.3. If our delivery of the AED is delayed by an event outside our control, such as acts of God, war, terrorism, fire, epidemics, pandemics, and natural disasters, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay lasts longer than 1 month from the Start Date, you can contact us to end the Subscription and receive a refund for Subscription Fees you have paid.

## **13. Data Protection**

- 13.1. The processing of any personal data collected or otherwise processed by us in connection with a Subscription shall be in accordance with our Privacy Policy, available at <https://pulse4all.co.uk/privacy-policy/>.

## **14. Amendments**

- 14.1. We may make reasonable increases to the Subscription Fee in the event that our costs change as a result of changes in Applicable Laws and regulations, or in an amount equal to the percentage increase (if any) in the UK's Consumer Prices Index



(or any replacement index) as published by the Office for National Statistics (or any replacement body) between the first and last day of the previous year plus two percent (2%). Any such increases will be communicated to you via email at least one month before they are applied and will only be applied once per year on or shortly after an anniversary of the Start Date. Where we notify you of any such change, you may terminate the Subscription by giving written notice to us at any time before the change takes effect.

- 14.2. We also have the right to unilaterally amend the provisions of the Subscription (which includes these Consumer Terms, the Subscription Fee and the information on the Website) due to changes in our product portfolio and/or services, technical, commercial or legal changes or changing market circumstances. Changes in these Consumer Terms will be communicated to you at least six (6) weeks before they take effect by means of an announcement on the website and an email to you. Where we notify you of any such change, you have the right to terminate the Subscription at any time before the change is to take effect.
- 14.3. As we need to know where our AEDs are to be kept, a change of Service Area is permitted only with our express consent and shall become effective after written confirmation by us of our agreement to the requested change after you request it in writing.
- 14.4. For the avoidance of doubt, we will not unilaterally amend the Subscription under Clause 13.2 if such an amendment would have the effect of substantially changing or reducing our performance under these Consumer Terms.
- 14.5. Except where any such variation is made in accordance with this Clause 13, no variation of the Subscription shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 15. Termination

- 15.1. We will be entitled to rescind or terminate, either wholly or partially, the Subscription with immediate effect by means of a written notice or e-mail to you in the event of theft of the AED, or if you:
  - a) fail to pay the Subscription Fee, Charges or other outstanding amounts under the Subscription or these Consumer Terms in accordance with Clause 10.3;
  - b) fail to fulfil any other material obligations under the Subscription or these Consumer Terms, which, in the case of a breach capable of remedy, is not remedied within thirty (30) days after we have given written notice to you containing details of the breach and requiring the breach to be remedied.
  - c) use the AED contrary to the provisions in these Consumer Terms;
  - d) suffer an Insolvency Event; or
  - e) deliberately provide incorrect information to us.
- 15.2. In case of termination based on Clause 14.1, we may locate the AED (including by using a GPS tracker) and confiscate it immediately in accordance with the procedure for recovering AEDs to which Clause 10.3 refers.
- 15.3. Both we and you may terminate the Subscription at any time with a notice period of one (1) month.
- 15.4. You have the right, by giving written notice to us, to terminate the Subscription with immediate effect if we are in material breach of the Subscription which, in the case of a breach capable of remedy, is not remedied within thirty (30) days after you have



given written notice to us containing details of the breach and requiring the breach to be remedied.

15.5. On termination of the Subscription:

15.5.1. you must immediately pay to us all outstanding Charges;

15.5.2. you must return each AED and all Provided Items to us in accordance with these Consumer Terms; and

15.5.3. you must return to us all other equipment, materials and property belonging to us that we have supplied to you in connection with the Subscription, including the Owners' Manual.

15.6. Termination of the Subscription:

15.6.1. does not affect the rights or liabilities of the parties which have accrued in accordance with this clause or otherwise have accrued due on or before termination;

15.6.2. is without prejudice to any other rights that any party may have; and

15.6.3. does not affect the continuance in force of any of each provision of the Consumer Terms that, by its nature, should survive termination or expiration, which will survive any termination or expiration of the Subscription.

## 16. Miscellaneous

16.1. The Subscription constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

16.2. Each party acknowledges that in entering into the Subscription it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Subscription.

16.3. We may provide your details to any public authorities upon request and shall provide such information to the relevant authorities subject to and in accordance with Applicable Laws.

16.4. You shall not assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Subscription without our prior written consent. We may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Subscription.

16.5. Every notice of termination or rescission must be given in written form. Where a notice or other communication is to be given under these Consumer Terms, email shall be sufficient.

16.6. Where there is a conflict or inconsistency between the provisions of the Order Confirmation and these Consumer Terms, the provisions of the Order Confirmation shall prevail to the extent of the conflict or inconsistency with these Consumer Terms.

16.7. In the event that a provision of the Subscription is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and the enforceability of the remaining provisions of the Subscription shall not be affected. In those circumstances, the Parties shall agree a provision to replace the defective provision which comes as close as possible to what the Parties would have agreed if we had



realised that the provision was defective, taking into account the spirit and purpose of the Subscription and Applicable Laws.

## **17. Complaints**

If you are not satisfied with the AED or the services, we provide to you under the Subscription you can contact our support team to so that we can address your concerns using any of the following details:

- 17.1. by telephone on: +441732913310;
- 17.2. by email to: [support@pulse4all.co.uk](mailto:support@pulse4all.co.uk); or
- 17.3. through completing the request for help form available here on our Website.

## **18. Governing Law and Jurisdiction**

- 18.1. The Subscription and any non-contractual obligations arising in connection with the Subscription, shall be governed by and construed in accordance with English law.
- 18.2. The courts of England and Wales shall have exclusive jurisdiction to hear and determine any and all disputes, suits, claims, actions, and proceedings arising from or in connection with the Subscription. However, if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in.



## Schedule I – Definitions and interpretations

### 1. Definitions

1.1. Capitalised terms used in these Consumer Terms shall have the following meaning:

**Additional Hot-Swap Services:** has the meaning given in Schedule II (A);

**AED:** means an Automated External Defibrillator (a semi-automatic defibrillator) including batteries and electrode pads made available by Pulse4all to you under a Subscription for use by you in accordance with the Subscription;

**Affiliate:** means, in respect of a Person, each other Person who Controls, is Controlled by or is under common Control with that Person;

**Applicable Law:** means any applicable statute, law, regulation, directive, rule, (executive or other) order, code, judgment, injunction decree or other binding requirement of any governmental or regulatory authority of competent jurisdiction, in each as may be in force from time to time;

**Cancellation Notification:** has the meaning given in Clause 6.1;

**Charge:** means any surcharge, cost, fee, compensation or other amount payable by the you to us in accordance with these Consumer Terms, other than the Subscription Fee;

**Control:** means, in relation to any Person, that it, whether directly or indirectly, de jure or de facto (i) holds more than 50% (fifty per cent) of the shares in the capital of a legal entity, or (ii) whether by the ownership of share capital, the possession of voting rights, contract or otherwise, has the power to appoint or remove the majority of the members of the management board, or (iii) otherwise has the power to direct or cause direction of the management and policies of Person, whether through ownership of voting interests, by contract or otherwise (in such respect, a limited partnership shall be deemed to be Controlled by its general partner);

**Delivery Location:** means the address specified in the Order Form for delivery of the AEDs to which the Order Form refers;

**Consumer Terms:** means these End-User Terms & Conditions for Consumers, including all Schedules;

**End Date:** means the date on which the Subscription ends, which shall be the earlier of: (i) expiry of the term of the Subscription set out in the Order Confirmation, or (ii) termination of the Subscription in accordance with its terms;

**Hot-Swapping:** means the exchange of the AED by Pulse4all for the reasons and in the manner set out in Clause 5, and “Hot-Swap” shall be construed accordingly;

**Initial Term:** means the initial subscription period set out in the Order Confirmation, and in any other case, twelve (12) months;

**Insolvency Event:** means, with respect to a Party, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that Party’s assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that Party’s assets which is not discharged within 14 days;



or (e) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (d) above;

**Provided Items:** an AED carry case and a Pulse4all First Responder kit, provided to you with the AED;

**Safe Place:** has the meaning given in Clause 4.4;

**Service Area:** your country of residence;

**Start Date:** has the meaning given in Clause 1.5;

**Subscription:** means an agreement for the provision of one or more AEDs to you, consisting of the Order Confirmation and these Consumer Terms;

**Subscription Fee:** means the amount owed by you to Pulse4all for the use of Pulse4all services provided pursuant to a Subscription, excluding the Charges;

**Subscription Period:** means the duration of your permitted use of the AED's provided to it under a Subscription, as set out in clause 7 (Duration);

**Term:** means the period commencing on the Start Date and ending on the End Date;

**Website:** means [www.Pulse4all.co.uk](http://www.Pulse4all.co.uk) and any and all subdomains;

**Withdrawal Period:** has the meaning given in clause 2.9.

## 2. Headings and references to Clauses, Schedules, and Paragraphs

2.1. Headings have been inserted for convenience of reference only and do not affect the interpretation of any of the provisions of these Consumer Terms.

2.2. A reference in these Consumer Terms to:

- a) a Clause is to the relevant Clause of these Consumer Terms;
- b) a Schedule is to the relevant schedule to these Consumer Terms; and
- c) a Paragraph is to the relevant paragraph of the relevant Schedule.

2.3. All recitals, annexes, exhibits, and schedules hereto, represent an integral part of these Consumer Terms and references to these Consumer Terms includes these Consumer Terms and the schedules as a whole.

## 3. References to liabilities and obligations

3.1. Any reference in these Consumer Terms to a liability or obligation of a Party or any of such Party's Affiliates shall be deemed to incorporate references to obligations on the part of such Party to procure that the relevant liability is discharged, or obligation is performed by such Party or its relevant Affiliate(s), on the terms of and subject to the conditions set out in these Consumer Terms.

## 4. Other references

4.1. Whenever used in these Consumer Terms, the words "as of" shall be deemed to include the day or moment in time specified thereafter.

4.2. Whenever used in these Consumer Terms, the term "third party" means any person or entity other than the Parties or their Affiliates.

4.3. Any reference in these Consumer Terms to any gender shall include all genders, and words importing the singular shall include the plural and vice versa.



## Schedule II – Overview of Charges

In this Schedule II, an overview is provided regarding the Charges as referred to in the Consumer Terms.

A. Hot-Swaps are defined as Additional Hot-Swap Services when Pulse4all has to provide services outside of the normal services provided by Pulse4all to you as defined in the Consumer Terms (the “**Additional Hot-Swap Services**”). Examples in which this Charge is applicable are:

- I. situations in which Pulse4all has to attend a location other than the location appointed by Pulse4all (for instance the Pulse4all store) to pick up the AED; and
- II. situations in which you do not attend to an appointment made with Pulse4all.

The maximum amount of a Charge for Additional Hot-Swap Services is set out in the table below:

<b>Additional Hot-Swap Services AED</b>	<b>Amount</b>
Applicable to all of Pulse4all its AEDs	£ 100.00

B. Charges set out for theft by the you as referred to in Clause 6.2 of the Consumer Terms. In case the AED has not been returned to Pulse4all by you within seven (7) days from the End Date you shall pay Pulse4all the Late Return Charge set out below. If the AED is not returned to Pulse4all within thirty (30) days after the End Date, this will be considered as theft by you. Pulse4all reserves the right to apply a Charge to you for the loss of the AED. The maximum amount of a Charge for the compensation of a lost AED due to theft by you is set out the table below per relevant AED:

<b>Theft by you</b>	
<b>AED</b>	<b>Amount</b>
Late Return Charge	£ 10.00
Current Market Value of an AED	£ 2,000.00

C. Charges set out for the loss of an AED as set out in Clauses 9.1 and 9.3 of the Consumer Terms. In case you lose the AED provided by Pulse4all, Pulse4all reserves the right to apply a Charge you for the loss of the AED. The maximum amount of a Charge for the loss of an AED is set out in the table below:

<b>Loss of an AED</b>	
<b>AED</b>	<b>Amount</b>
Current Market Value of an AED	£ 2,000.00

D. Maximum Charge for damages to the AED or parts thereof as referred to in Clause 10.2 of the Consumer Terms. In the event of damages to the AED, or parts thereof, Pulse4all reserves the right to apply a Charge to you for such damages with a maximum fee set out in the table below per relevant AED:



<b>Maximum Charge for damages to the AED</b>	
<b>AED</b>	<b>Amount</b>
Current Market Value of an AED	£ 2,000.00
Battery	£ 300.00
2 Electrode Pads Cartridge	£ 100.00
Carry Case	£ 100.00

[www.Pulse4all.co.uk](http://www.Pulse4all.co.uk)