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 with our registered office at 48 Warwick Street, London, W1B 5AW, United Kingdom (Pulse4all will be referred to as “we”, “us”, “our”, or “Pulse4all” in these Consumer Terms). Our VAT number is 437 3533 91.

Pulse4all is authorised and regulated by the Financial Conduct Authority (Firm Reference Number [FRN 1054643) and our permission includes entering into regulated consumer hire agreements. You can check our authorisation on the Financial Services Register at https://register.fca.org.uk.

Your Subscription is a regulated consumer hire agreement under the Consumer Credit Act 1974. It gives you certain rights and protections, including the right to end the agreement and the right to have your complaint considered by the Financial Ombudsman Service. A summary of those rights and remedies is set out at the end of these Consumer Terms.

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/policies/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: https://cdn.shopify.com/s/files/1/0941/0684/5509/files/260412_Terms_and_conditions_Pulse4all_for_Businesses_UK.pdf?v=1776664888. 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.

1.3. When you place your order on our Website, you will be asked to accept these Consumer Terms by ticking a box, and to read the Hire Agreement and sign it digitally at checkout. The Hire Agreement has already been signed on our behalf, so it becomes binding when you sign it. The Hire Agreement is a legally binding document and contains important information about your Subscription, including your payment obligations, your rights and protections under the Consumer Credit Act 1974, and the circumstances in which the Subscription may be ended.

1.4. We need to make sure that we know who we enter into agreements with. Our order process may therefore include verification of your identity in accordance with clause 1.5, before or after you sign the Hire Agreement.

1.5. 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. If you do not provide the requested documents and information within fourteen (14) days of our request, or if we cannot verify your identity, we may end the Subscription by giving you at least seven (7) days' written notice, and we will refund any Subscription Fees you have paid.

1.6. A contract between you and us comes into force when you sign the Hire Agreement, and your Subscription will start on that date (the "**Start Date**"). We will then email you

confirmation of your order together with a copy of the Hire Agreement signed by both of us.

1.7. After the Start Date, we will agree the time and, if different to the Delivery Location, the location for the delivery or pick-up of the AED(s), with you.

1.8. During the Subscription Period you must notify us promptly and without unreasonable delay of any change to: (a) your name or contact details; (b) the bank account, credit card or other payment method used in relation to your account; and (c) your home address and the address at which the AED is kept. We rely on these details to operate the Subscription, take payment and keep the AED rescue-ready, so it is important that they are kept up to date.

1.9. You may only keep and use the AED in the United Kingdom. You must not take, use or allow the AED to be taken or used outside the United Kingdom.

1.10. Under the Subscription, you are entitled to a free Swap Service as set out in clause 5. The way in which you pay for the Subscription, including by recurring card payment, is set out in clause 11.

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. 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 (or, if you already have the AED when the Subscription starts, on the Start Date) and runs for fourteen (14) days after that (the "**Cooling-off Period**"), subject to the 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.com within the Cooling-Off Period. We will then stop any further payments under your continuous payment authority or Direct Debit.

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 it remains 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 meeting any minimum age required to operate the AED, complying with the relevant usage regulations and requirements. This restriction does not apply in a genuine emergency: in the case of a sudden cardiac arrest, the AED may be used by any person, including a minor, to attempt to save life.

3.9. In the event that the AED is used for an emergency rescue, you must notify us immediately and request an immediate Swap Service so that we can ensure that you have an AED in good working condition. All AEDs 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 will be responsible for the way in which you use (and permit the use of) the AED. This does not affect our responsibility for the AED being of satisfactory quality, fit for purpose and as described, or any other right you have under Applicable Law. 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, at the storage temperature set out in the Owner's Manual for your model of AED, and in a place that meets the checklist in Schedule III (the "**Safe Place**"). If an AED is placed on the outside of a house or office in 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 Hire Agreement 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 reasonable request and at a reasonable time, access to the location(s) where the AED(s) are located for those purposes. 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. Nothing in this clause entitles us to enter your home or other premises without your consent given at the time or a court order.

5. Swap Service

5.1. A Swap Service 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 Swap Service 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 Swap Service. When you request a Swap Service, 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 (acting reasonably) if a Swap Service is permitted or not.

5.2. A Swap Service includes the exchange of the AED for a replacement AED of a similar type, fitted with a battery and electrode pads whose expiry date is further away than three (3) months, provided that you have complied with these Consumer Terms.

5.3. Pulse4all shall carry out Swap Services on-site at the location of the AED, or another location if requested by you and approved by us.

5.4. We aim to carry out a Swap Service within forty-eight (48) hours after you have contacted us by telephone, via email, WhatsApp or the Pulse4all application to request one. A Swap Service 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 Unauthorised Swap Services if you miss an agreed Swap Service appointment, as set out in Schedule II (A). We

may refuse a Swap Service if it is for reasons other than those set out in this clause 5.

5.5. The costs of a Swap Service (other than any Charge for Unauthorised Swap Services) are included in the Subscription Fee. However, we may refuse a Swap Service 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 in accordance with clause 7 by sending an email to Pulse4all, using the cancellation form or by phoning Pulse4all (the "**Cancellation Notification**"), please contact us at support@pulse4all.com to do so. 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 Notification you must return the AED to Pulse4all within fourteen (14) days of the End Date. If you fail to do this, you must pay Pulse4all a Late Return Charge as set out in Schedule II (B) 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 sixteen (16) 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 out 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 9.2. In such circumstances and acting reasonably, we may (in our sole discretion) waive our rights and obligations under clause 6.2 or 6.3.

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. If you end the Subscription under clause 7.3, or we end it because you are in breach of these Consumer Terms, you won't be entitled to a refund of any prepaid Subscription Fees relating to the remainder of the current Monthly Period. In all other cases, we will refund any prepaid Subscription Fees relating to the period after the End Date. If you withdraw from the Subscription during the Cooling-off Period, clause 2.2 applies.

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 continues for a fixed initial term of three (3) months (the "Initial Term"). For example, if the Start Date is 18 October, the Initial Term ends at the end of 17 January.

7.2. At the end of the Initial Term, and at the end of each Renewal Period after that, the Subscription will renew automatically for a further Monthly Period (each a "Renewal Period"), unless it has been ended by you or by us in accordance with clause 7.3, clause 7.4 or clause 15. We will remind you in good time before the last day on which you can give notice to end the Subscription at the end of the Initial Term (see clause 7.3) that the Subscription will renew automatically and tell you how to end it if you do not want it to continue.

7.3. You may end the Subscription by giving us at least one (1) month's written notice. You can give notice at any time, including during the Initial Term. Your notice takes effect at the end of the Monthly Period in which the notice period ends, but not before the end of the Initial Term. This means that if you give notice at least one (1) month before the end of the Initial Term, the Subscription will end at the end of the Initial Term and will not renew (for example, with a Start Date of 18 October, notice given on or before 17 December ends the Subscription at the end of 17 January). We may end the Subscription by giving you at least one (1) month's written notice, to take effect no earlier than the end of the Initial Term. Notice is given in accordance with clause 6.1 and clause 16.5.

7.4. Separately from clause 7.3, where section 101 of the Consumer Credit Act 1974 applies to your Subscription (it does not apply if your payments under the Subscription exceed £1,500 in any year), you also have a statutory right under that section to end this agreement by giving us notice. That right cannot take effect earlier than eighteen (18) months after the Start Date, and the minimum notice you must give is one (1) month. Nothing in these Consumer Terms removes or reduces that statutory right.

7.5. The "Subscription Period" means the Initial Term together with any Renewal Periods, ending on the End Date. Ending the Subscription does not affect any rights or liabilities that have already accrued, including your obligation to pay Subscription Fees and Charges due up to the End Date and to return the AED under clause 8.

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 actions as set out in Schedule II (E)(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 accrued up to that point.

8.2. We have the right to withdraw an AED where we have a valid reason to do so, for example 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. If the AED is out of service for longer than one (1) month, you may end the Subscription with immediate effect by notifying us.

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 you have provided incorrect or false information about the loss or theft, or if your failure to comply with clause 9.2 has contributed to the AED not being recovered, you may be liable to pay a Charge of up to the Current Market Value of an AED as set out in Schedule II (E)(c). 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 (C).

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 the Swap Service, at arrival in the warehouse, and after the Swap Service 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 to the AED beyond fair wear and tear resulting from normal use, or if you have caused the damage, we reserve the right to charge you an additional fee in accordance with clause 10.2 above.

10.4. Where any damage has been caused to the 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 asked to provide your debit or credit card details and to authorise us (and our payment service providers) to collect the monthly

Subscription Fee and any other Charges due under the Subscription from that card. This is a continuous payment authority (a "CPA"): it allows us to take recurring payments from your card without you having to approve each payment separately. Where available, you may instead choose to pay by Direct Debit or another payment method we agree (for example BACS or bank transfer).

11.2. The scope of the continuous payment authority is as follows: we may take payment of (a) the monthly Subscription Fee, in advance, on or shortly after the first day of each Monthly Period (the first payment is taken before delivery); and (b) any other Charges or amounts that become due and payable under the Subscription, on or after the date they fall due. We will only take amounts that are due under these Consumer Terms. We will give you advance notice of the amount and date of any payment that is not a regular monthly Subscription Fee of the usual amount.

11.3. You can cancel the continuous payment authority at any time by contacting us at support@pulse4all.com, or by contacting your bank or card provider. Once you tell us (or we are told) that the authority has been cancelled, we will stop using it and will not attempt any further payments under it. Cancelling the continuous payment authority does not by itself end the Subscription or cancel any payment that has already become due: you will still owe any Subscription Fees and Charges that are due, and you must arrange another way to pay them. If you want to end the Subscription, you must do so under clause 7.

11.4. 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 Monthly Period for the duration of the Subscription Period. If you pay by continuous payment authority or Direct Debit, we will email you a confirmation of each payment we take, and your invoices are always available in your customer portal. For all other methods of payment and other costs and Charges owed, we will issue a monthly invoice, payable within fourteen (14) days.

11.5. 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. Before we take any step to end the Subscription or recover the AED because of your breach, we will give you any notice required by the Consumer Credit Act 1974 (including, where applicable, a default notice) and a reasonable opportunity to put matters right. We may engage a collection agency if amounts due remain unpaid, and reasonable administrative and collection costs that we actually incur will be payable by you. We may locate the AED (including by using a GPS tracker) and ask you to return it; we will not enter your home or other premises to recover the AED without your consent given at the time or a court order.

11.6. 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), save for any set-off, deduction or withholding which you are entitled to make by law and which cannot lawfully be excluded.

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 12.3;

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); or

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 one (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/policies/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 amend the provisions of the Subscription (which includes these Consumer Terms and the information on the Website, but not the Subscription Fee, which may only be changed under clause 14.1) due to changes in our product portfolio and/or services, technical, commercial or legal changes or changing market circumstances. Changes to 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 14.2 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 14, 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 11.5;

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. Where the Consumer Credit Act 1974 requires us to serve a default notice (or any other notice) before we are entitled to terminate the Subscription, demand earlier payment or recover the AED because of your breach, we will serve that notice and

allow the time it requires before acting. This clause 15 takes effect subject to that requirement.

15.3. In case of termination, we may locate the AED (including by using a GPS tracker) and recover it in accordance with the procedure to which clause 11.5 refers, and subject to clause 15.2. We will not enter your home or other premises to recover the AED without your consent given at the time or a court order.

15.4. Both we and you may also end the Subscription in accordance with clause 7.3 (on at least one (1) month's notice, to take effect no earlier than the end of the Initial Term), and you may exercise your statutory termination right under clause 7.4 where it applies.

15.5. 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.

15.6. On termination of the Subscription:

15.6.1. you must pay to us all outstanding Charges that are due;

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

15.6.3. 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 Owner's Manual.

15.7. Termination of the Subscription:

15.7.1. does not affect the rights or liabilities of the parties which have accrued on or before termination;

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

15.7.3. does not affect the continuance in force of any provision of the Consumer Terms that, by its nature, should survive termination or expiration.

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. Nothing in this clause limits any right or protection you have under the Consumer Credit Act 1974 or other Applicable Law.

16.2. Nothing in this clause 16 limits any right you have under the Consumer Rights Act 2015, including where information we gave you before you entered into the Subscription is treated as included in it.

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 your rights or obligations under the Subscription without our prior written consent. We may assign, transfer, charge, sub-contract, or deal in any other manner with all or any of our rights or obligations under the Subscription, provided that this does not reduce your rights or protections under the Subscription or Applicable Law.

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 Hire Agreement and these Consumer Terms, the provisions of the Hire Agreement 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

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

a) by telephone on: +441732913310;

b) by email to: complaints@pulse4all.com; or

c) through completing the request for help form available here on our Website: https://pulse4all.co.uk/pages/complaints-policy.

17.2. We will handle your complaint in accordance with our complaints procedure and the rules of the Financial Conduct Authority. A copy of our complaints procedure is available on request and can also be found on our Website.

17.3. If we cannot resolve your complaint to your satisfaction, or if eight (8) weeks pass without resolution, you may be entitled to refer your complaint to the Financial Ombudsman Service free of charge. You can contact them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR; telephone 0800 023 4567; website www.financial-ombudsman.org.uk. We will give you details of the Financial Ombudsman Service when we send our final response to your complaint.

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 the laws of England and Wales. Nothing in this clause limits any rights or protections you have under the Consumer Credit Act 1974 or any other mandatory law which applies to you.

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.

Your rights under the Consumer Credit Act 1974

The statutory statements of your rights under the Consumer Credit Act 1974 are set out in your Hire Agreement. The summary below is for information only.

Right to end this agreement. You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be able to tell you how much you have to pay. You must then return the goods that you have hired under the agreement.

Recovery of the AED. We will not enter your home or other premises to take back the AED unless you agree at the time or we have a court order. If we take back the AED without a court order, you can ask the court to order that all or part of the money you have paid us under the agreement is repaid to you and that you no longer have to pay all or part of any amount you still owe. The court will decide what is fair, taking into account how long you have had the use of the AED.

Complaints and the Financial Ombudsman Service. If you are not happy with the way we deal with you, you can complain to us using the details in clause 17. If we do not resolve your complaint to your satisfaction you may be able to refer it to the Financial Ombudsman Service. You can also get information and help about your rights from the Citizens Advice service or the Financial Conduct Authority.

Schedule I – Definitions and interpretation

Capitalised terms used in these Consumer Terms shall have the following meanings:

AED:	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:	in respect of a Person, each other Person who Controls, is Controlled by or is under common Control with that Person;
Applicable Law:	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 (including the Consumer Credit Act 1974 and the rules of the Financial Conduct Authority), in each case as may be in force from time to time;
Cancellation Notification:	has the meaning given in clause 6.1;
Continuous Payment Authority / CPA:	the recurring card payment authority described in clause 11;
Charge:	any surcharge, cost, fee, compensation or other amount payable by you to us in accordance with these Consumer Terms, other than the Subscription Fee;
Current Market Value:	the current replacement value of an AED of the relevant type, as set out in Schedule II;
Control:	in relation to any Person, that it, whether directly or indirectly, de jure or de facto (i) holds more than 50% 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 a Person;
Delivery Location:	the delivery address stated in the Hire Agreement;
Direct Debit:	a payment instruction that you give your bank under the UK Direct Debit scheme;
Consumer Terms:	these End-User Terms & Conditions for Consumers, including all Schedules;
End Date:	the date on which the Subscription ends, which shall be the earlier of: (i) the date on which any notice given under clause 7 or clause 15 takes effect, or (ii) termination of the Subscription in accordance with its terms;

Swap Service:	the exchange of the AED by Pulse4all for the reasons and in the manner set out in clause 5, and “Swap Services” shall be construed accordingly;
Initial Term:	the fixed initial term of three (3) months referred to in clause 7.1;
Insolvency Event:	in respect of you, a bankruptcy order or a debt relief order being made in respect of you, you entering into an individual voluntary arrangement with your creditors, or any equivalent procedure in Scotland or Northern Ireland (such as the award of sequestration or a protected trust deed);
Late Return Charge:	the Charge for late return of the AED set out in Schedule II (B)(a);
Monthly Period:	each period of one (1) month that starts on the Start Date or on the same day of a later month (or, if a month has no such day, on the last day of that month);
Financial Ombudsman Service:	the Financial Ombudsman Service established under the Financial Services and Markets Act 2000;
Hire Agreement:	the hire agreement regulated by the Consumer Credit Act 1974 referred to in clause 1.3, which has been signed on our behalf and which you sign digitally at checkout, which sets out (among other things) the AEDs, the Subscription Fee and when and how it is payable, and which incorporates these Consumer Terms;
Order Confirmation:	the email we send you under clause 1.6 confirming your order;
Order Form:	the order form you complete under clause 1.2;
Party / Parties:	you or us, as the context requires, and “Parties” means you and us together;

Person:	any individual, company, partnership or other legal entity;
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;
Renewal Period:	each one (1) month renewal period referred to in clause 7.2;
Service Area:	your country of residence;
Start Date:	has the meaning given in clause 1.6;
Subscription:	an agreement for the provision of one or more AEDs to you, consisting of the Hire Agreement and these Consumer Terms;
Subscription Fee:	the amount owed by you to Pulse4all for the use of Pulse4all services provided pursuant to a Subscription, excluding the Charges;
Subscription Period:	has the meaning given in clause 7.5;
Website:	www.pulse4all.co.uk and any and all subdomains.
Unauthorised Swap Services:	has the meaning given in Schedule II (A);

Headings are for convenience only and do not affect interpretation. A reference to a clause or Schedule is to a clause or Schedule of these Consumer Terms. The Schedules form part of these Consumer Terms. Words importing the singular include the plural and vice versa, and a reference to any gender includes all genders. “Third party” means any person other than the Parties or their Affiliates.

Schedule II: Overview of Charges

This Schedule II sets out the Charges referred to in the Consumer Terms. The maximum amounts are set out below.

This schedule describes the fees referred to in the Pulse4all Terms and Conditions, which apply to the situations described therein.

A. An Unauthorised Swap Service is a situation in which Pulse4all has to provide additional services outside the normal service, as defined in these Consumer Terms. This may include, among other things, moving the AED to a location other than the location designated by Pulse4all, or your failure to keep appointments:

a. Maximum Fee for Unauthorised Swap Services: £100.00 incl. VAT.

B. If the AED is not returned to Pulse4all within thirty (30) days after the End Date, Pulse4all may charge you for the loss of the AED.

a. Fee for late return: £11.59 incl. VAT per day from the fifteenth (15th) day after the End Date, up to a maximum of sixteen (16) days;

b. If the AED has not been returned within thirty (30) days after the End Date, the Fee for non-return is:

i. For a Philips HS1 AED with small carry case: £1,143.18 incl. VAT;

ii. For a Philips FRx AED with carry case: £1,456.64 incl. VAT;

iii. plus administrative costs of £100.00 incl. VAT.

C. If you lose the AED, Pulse4all reserves the right to charge you for the loss of the AED.

a. Maximum loss fee:

i. For a Philips HS1 AED with small carry case: £1,143.18 incl. VAT;

ii. For a Philips FRx AED with carry case: £1,456.64 incl. VAT;

iii. plus administrative costs of £100.00 incl. VAT.

D. In the event of damage to the AED or parts thereof, as defined in clause 10.2 of these Consumer Terms, Pulse4all may charge you.

a. Maximum fee for damage to the AED:

i. Philips HS1 AED with small carry case: £1,143.18 incl. VAT; or

ii. Philips FRx AED with carry case: £1,456.64 incl. VAT;

iii. plus administrative costs of £100.00 incl. VAT.

b. Maximum fees for damage to parts are:

i. Philips HS1/FRx battery: £232.29 incl. VAT;

ii. Philips HS1 adult electrodes: £96.83 incl. VAT;

iii. Philips FRx adult electrodes: £86.13 incl. VAT;

iv. Philips HS1 AED narrow carry case: £230.94 incl. VAT;

v. Philips HS1 AED wide carry case: £283.94 incl. VAT;

vi. Philips FRx AED narrow carry case: £208.61 incl. VAT;

E. Pulse4all may charge additional costs for additional actions that fall outside the normal service, or for situations in which you do not act in accordance with these Consumer Terms.

a. Additional actions (for example, a different collection location):

i. Fee: £50.00 incl. VAT per additional action

ii. Example: If Pulse4all has to collect the AED at a different location, such as a location outside the normal service zone (e.g. another city or a place that is not easily accessible).

b. Charge for incorrect return of the AED:

i. Fee: £25.00 incl. VAT per occurrence

ii. Application: For example, if the AED is returned in a damaged condition or if packaging instructions have not been followed.

c. In the event of theft as described in clause 9, where clause 9.3 applies, the following maximum Fees may be charged:

i. For a Philips HS1 AED with small carry case: £1,143.18 incl. VAT;

ii. For a Philips FRx AED with carry case: £1,456.64 incl. VAT;

iii. plus administrative costs of £100.00 incl. VAT.

The prices stated are based on the most current prices of the AED models and parts that Pulse4all offers in cooperation with suppliers.

Schedule III: Safe Place checklist

This Schedule III sets out what a Safe Place for the AED must meet under clause 4.4. If you are unsure whether a location is suitable, please contact us before placing the AED there.

1. Keep the AED indoors. Outdoors, the AED may only be kept in a Rotaid Solid+ Heat cabinet with its heating switched on.

2. Keep the AED within the storage temperature range in the Owner's Manual for your model: between [ten (10)] and [forty-three (43)] degrees Celsius for the Philips HS1, and between [zero (0)] and [fifty (50)] degrees Celsius for the Philips FRx.

3. Keep the AED dry, out of direct sunlight and away from heaters, radiators and other sources of heat.

4. Keep the AED where it can be reached quickly in an emergency, make sure the people in your household know where it is, and do not lock it away.

5. Keep the AED where you can see its status light, so that you can carry out the checks in clause 4.1.

6. Keep the AED in its carry case together with the other Provided Items, separate from your other belongings (clause 3.3).

7. If you keep a Philips FRx in a vehicle, take it out of the vehicle whenever the temperature inside the vehicle may fall outside the range in point 2, for example in very hot or very cold weather.