

## *Pulse8 Communications Mobile Phone & Data terms and conditions*

Detailed below are the terms and conditions of any Mobile Phone & Data services that we may supply to you unless stated elsewhere.

### *Mobile Phone Terms & Conditions*

We, us means Pulse8 Communications, which is a trading name for Compucare Computer Servicing Ltd, a company registered in England with registered number 4300694. Mobile Phone Equipment means any cellular telephone supplied under this contract. Item means any Mobile Phone Equipment including router, accessory, promotional items and other goods supplied under this contract.

In order to receive Pulse8 Communications Services you must first read and accept these Terms and Conditions which set out our agreement for the provision of the any services to you.

### *Mobile Phone Equipment Offer*

All offers made by us for Mobile Phone Equipment and Item are limited period offers subject to availability and subject to status. We will carry out a credit check prior to acceptance of your order. Products will be supplied with a warranty from the manufacturer.

### *Airtime Contract*

All Mobile Phone Equipment is supplied subject to a minimum term airtime contract through the relevant Network. The Terms and Conditions of Supply of Cellular Telephone Services from each Mobile Network that apply to the supply of airtime under this contract are sent to you at signature stage but can be requested in advance by emailing [support@pulse8comms.co.uk](mailto:support@pulse8comms.co.uk)

### *Mobile Data Contracts*

We resell all our 450Gb / Unlimited Data only packages using the THREE mobile network. We bill you direct for these services in advance on a rolling one month term which is non-refundable. However you can cancel at any time by emailing [support@pulse8comms.co.uk](mailto:support@pulse8comms.co.uk) after which we will request that you send the relevant working SIM back to us. Once we have received the SIM we will cancel down the next month's billing.

All our 450gb / Unlimited Data SIMS are billed by us on the 1<sup>st</sup> of each month, we send invoices at least 2 weeks in advance and collect payment via Direct Debit on or around the 1<sup>st</sup>.

### *Sim Free Purchases*

Any goods supplied on a sim free or standard supply basis must be paid for in full and by cleared funds prior to delivery. Goods purchased by Credit Card will only be delivered to an authorised card holder's address. If goods remain unavailable we will refund your payment within 7 days of your request.

## *Ownership*

Ownership of the item will not pass to you until such time as we have received payment of the purchase price in full. In the case of Mobile Phone Equipment offers, ownership shall not pass until you have fulfilled the minimum term of the airtime contract. If you terminate the airtime contract before the minimum term has been satisfied, you will be responsible for repaying us the original Sim free retail price of the Mobile Phone Equipment at the date of your original connection. Risk of damage to or loss of the item shall pass to you at the time of delivery

## *Delivery*

Delivery of Mobile Phone Equipment and other items will be made to an address in mainland UK only. We shall endeavour to deliver the items within 7 working days of your order. This delivery period is an estimate only and we cannot accept responsibility for late delivery unless the delay exceeds a period of thirty days from the date of your order. We cannot accept responsibility for late delivery due to insufficient or wrong information provided, or delays in the connection process, this includes mandatory proofs requested by the Network and completion of the Network contract. Goods received damaged or with items missing must be reported to us within 24 hours of delivery.

## *Handset Issues*

We encourage you to test the handset(s) immediately so that any issues can be dealt with straight away. Goods received damaged or with items missing must be reported to us within 24 hours of delivery. Any issues or fault with the handset must be notified to Pulse8 Communications within 14 days of delivery in exactly the same condition as originally supplied. If your handset is faulty, please contact us at [support@pulse8comms.co.uk](mailto:support@pulse8comms.co.uk)

## *Free Gifts / Promotional Items*

Free gifts, including accessories that are given away in conjunction with a Mobile Phone Equipment purchase may be despatched under separate cover, up to 28 days after the Mobile Phone Equipment has been delivered. However, if the contract is terminated in this period we will withdraw the offer of the gift.

## *Payment*

If you are granted credit and you do not pay any sums due to us within 30 days of the date of your invoice, we reserve the right to charge interest and administration fees and recover all items provided under the contract. We will not exercise this right where you have notified us of a valid reason for non-payment. Prices unless indicated otherwise, all prices stated exclude VAT and delivery.

You will pay us the applicable charges for our services to which you subscribed, as set out on our Website or as otherwise notified by us to you (the Fees). We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The changed fees will apply on expiry of this 28 day period unless you tell us within 10 days of notification by us to you that you want to terminate this Agreement.

We will bill you each month in advance for the Fees applicable by Direct Debit, we will seek payment from your bank or building society on or after the day on which the Fees are payable. If any instruction for such payment is not confirmed by your bank/building society by the day on which the Fees are payable, we may suspend the provision of the Services to you immediately without notice.

If we suffer a charge-back (being a debit from our bank account or repayment by us as a result of a credit card transaction dispute procedure initiated by you) of any Fees (or part of them) paid by you to us, you will immediately repay us for the charged back sum and we may: (a) immediately without notice suspend the provision of our services to you; and/or (b) charge interest on the charged back sum at a rate of 4% above the base rate of HSBC Bank plc until the sum is repaid to us

### *Security and confidentiality*

In order to enable you to use our services, we will provide you with Security Details. You will be responsible for maintaining the confidentiality and security of the Security Details. Where the Security Details include a password that may be changed by you, you will change the password at frequent and regular intervals.

You will immediately notify us if any of the Security Details: (a) have been disclosed to an unauthorised person or are, or may be used in an unauthorised way (or if you suspect, or have reason to suspect that this may occur or have occurred); and/or (b) have been lost or stolen.

We may suspend your Security Details if at any time we think that there is, or is likely to be, a breach of security and require you to change any password.

You will be responsible for all actions undertaken by anyone else using the Security Details unless you have given notice to us at the first possible opportunity upon becoming aware of the events listed in paragraphs above as the case may be. We may suspend our services and you will fully indemnify us from all losses resulting from such actions.

You accept that our services are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access our services.

You agree to keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement and will only use such information in order to receive our services.

### *Personal data*

We will comply with our obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

By registering for our services you consent to our using and/or disclosing your personal information for certain administrative and credit-checking purposes. This may involve disclosing your personal information to third parties, but only to the extent necessary: (a) provide you with our services; (b) let you know about any changes to our services; (c) manage our network; (d) prevent and detect criminal activity, fraud and misuse of or damage to our network; (e) for other administrative purposes.

We may collect information about you or your use of our services: (a) when you agree to subscribe to a service/product we provide and give us information including contact details, date of birth, etc; (b) when you communicate with us/our Customer Services; (c) when you take part in surveys or provide us with feedback.

We may collect information about your tastes and preferences based on your use of our services. The collection of this information may include the analysis of website traffic, including the use of cookies. Cookies are pieces of information placed on your computer's hard drive recording your presence on a website, which in turn allows us to recognise the computer used to access the site and offer you tailored solutions based on your last visit.

If you do not want to receive cookies you can set your browser to reject them or to notify you when a site tries to place a cookie on your computer. Rejecting cookies may affect your ability to use some of the services/products on our site.

From time to time we will compile aggregate statistics about our services and may share them with reputable third parties. These statistics will not contain information that would enable any third party to identify you personally.

We may disclose your personal information to third parties, but only to the extent necessary to provide and operate the services/products you requested, or as otherwise provided by this privacy policy. A copy of our Privacy Policy can be obtained by contacting us via email or phone.

We will disclose personal information to comply with all applicable laws and lawful requests by the appropriate authorities.

We will protect your personal data by all appropriate security measures including the use of secure servers and encryption.

Third party sites that you can access from our website are not covered by our privacy policy and we accept no responsibility or liability for use of personal information by operators of these sites.

### *Our Responsibility to You – Please Note*

We will perform the contract with reasonable skill and care We shall not be liable for airtime charges during any period In no circumstances shall we be liable for any loss or damage arising out of all relating to the services that we provide which is for any loss of profits, loss of sales, loss or turnover, loss of bargain, loss of opportunity, damage to goodwill or reputation, loss of use of any apparatus, software or data loss or time on the part of management or the staff or any indirect or consequential loss or damage however so arising, for death or personal injury, in the event that you use an item for a commercial purpose then we shall not be liable to you for any loss of income, business or profits or any other economic loss arising out of your use or inability to use any item at any time, however this loss may be caused and whether or not it is a result of your own negligence.

As such, we will not be liable either in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of or inability to use our services or from any action or omission taken as a result of using our services. Notwithstanding any other provision of these Terms and Conditions we do not exclude or limit any liability in respect of death or personal injury resulting from our negligence.

Our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of our services for each 1 month period (the period starting on the date our services is first provided to you) shall be limited to the amount of the Fees paid by you to us in respect of that 1 month period.

The information on our website is updated from time to time. However, we exclude any warranties, conditions or terms (whether express, implied, statutory or otherwise), as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of our services or any of the contents of the Pulse8 Broadband Website.

You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under these Terms and Conditions.

We will not be liable to you for any breach of any of our obligations under these Terms and Conditions or the Privacy Policy where the breach is caused by a 'force majeure' event which term shall include, but is not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

### *Your Statutory Rights*

Your rights and obligations under these terms and conditions are personal to you and may not be assigned by you to anyone else. We may transfer our rights and/or obligations under these terms and conditions or any part thereof.

### *Tariff Changes*

All new connections may be subject to additional charges should the customer change to a lower monthly tariff within the contractual period of the new airtime contract. The additional costs will be based on the difference between the original handset price charges and the cost of the handset with lower monthly tariff. Please ensure that you choose the correct tariff to avoid these penalties that are imposed on us by the Network Providers. Changing to a higher monthly tariff, however, will not normally incur additional charges. Additional charges will always be avoided where possible. Please feel free to call us if you require more information.

### *Upgrades*

Please note that by upgrading your handset you are committed to a new minimum term airtime contract with your mobile Network. Ownership and airtime contract conditions apply (see above). We cannot offer a 14-day money back guarantee with upgrades.

### *Mobile Number Porting*

We can offer to port your existing mobile phone number if you are connecting to a different phone network and can provide us with an active PAC code from your existing network. We cannot be held liable for any consequential loss resulting from a mobile number port failure. You must notify us of any problems within 14 days of your connection.

### *General Conditions*

Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof. You must be aged 18 years or over.

All intellectual property rights in or relating to our services are the property of, or have been licensed to, us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive our services. You will not use or allow anyone else to use any of our name, logo, trade mark or other intellectual property rights or that of any of the licensed operator involved in providing our services without our prior written consent.

We may change the Terms and Conditions at any time by notice on our Website or email prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of our services.

Notwithstanding any other rights that we may have in these Terms and Conditions, we reserve the right at any time (notwithstanding prior acceptance) to suspend, cancel, refuse to supply or terminate the provision of our services wholly or partly without notice, and we shall not be liable for any loss suffered as a result of such suspension, cancellation, refusal or termination.

This Agreement constitutes the entire agreement between you and us in relation to the provision of our services and supersedes any representations, communications and prior agreements (whether oral or written) related to the subject matter other than fraudulent misrepresentation.

We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement without giving you any notice beforehand. You may not assign, sub-contract, sell or transfer your rights or obligations under this Agreement.

Any notice or communication required to be sent pursuant to these Terms and Conditions should be sent to us at Compucare Computer Servicing Ltd., Petitor House, Nicholson Road, Torquay TQ2 7TD, or to you at the address indicated in the online registration form.

No waiver by us of any breach of these Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, will not be affected.

Except as expressly stated in these Terms and Conditions, no person who is not a party to this Agreement will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

This Agreement will be governed and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English Courts.

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