



These Conditions of Use and Sale were last updated in February 2010

Thank you for visiting the buddi Limited website buddi.co.uk ("the Website"). buddi Limited provides access to the Website and sells our products and services to you subject to the terms and conditions set out below.

Conditions Of Use And Sale

Please read these Conditions of Use and Sale carefully before using the Website. By using the Website, you agree to be bound by these terms and conditions.

1. DEFINITIONS

"buddi" means buddi Limited, incorporated and registered in England and Wales with company number 05308826, whose registered office is at 52 Ovington Street, London, SW3 2JA.

"buddi Instructions" means the instructions for use of the Products which are enclosed with the Device and also available on the Website.

"Services" means the services set out on the Website.

"Device" means the personal tracking device (buddi) and associated packaging.

"Effective Date" means the date on which the Device is delivered to you.

"Contract" the contract, incorporating these Conditions of Use and Sale, between you and buddi, under which access to the Website and Products are provided to you.

"Intellectual Property" means all copyright, trade marks, patents and other intellectual property rights in any material or content contained in or accessible via the Website, (such as text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software), and the Products.

"Monthly Fees" means the monthly membership and other fees payable by you to buddi during the Term.

"Products" means the Device and Services.

"Purchase Price" means the purchase price of the Device.

"Initial Term" means the period of 12 months starting on the Effective Date.

"Renewal Term" means a further period or periods of 12 months following the Initial Term or preceding Renewal Term as applicable.

"Term" the Initial Term and any Renewal Term.

2. CONTRACT FORMATION AND DURATION

2.1 When you submit orders to us for the purchase of Products, your order represents an offer to us to purchase Products subject to the Conditions of Use and Sale. This offer is only accepted by us when we send e-mail confirmation to you of the particulars of the order, setting out inter alia the Purchase Price, delivery charges, the Services, the Monthly Fees and your customer reference number.

2.2 Unless terminated in accordance with these Conditions of Use and Sale, the Contract will be for a minimum period of the Initial Term. At the end of the Initial Term, the Contract will automatically continue into the Renewal Term until terminated in accordance with the Conditions of Use and Sale.

3. SALE, DELIVERY, RISK AND TITLE

3.1 Ownership of the Device will pass to you only when buddi has received from you the Purchase Price and delivery charges together with VAT thereon.

3.2 buddi will deliver the Device to the address you supply to us when ordering on this Website only once payment of the Purchase Price and delivery charges together with VAT thereon has been received in full by buddi.

3.3 Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you if any Products you order turn out to be unavailable.

3.4 All deliveries of Devices will be made by first class post. The Device will be at your risk from the time of delivery. It is your responsibility to ensure that a responsible adult is able to accept receipt.

4. LOSS OF DEVICE

4.1 Please insure your Device for its replacement value. If you are unfortunate enough to have your Device stolen, or if you lose it, please contact us immediately. We will be able to supply you with a new Device so that you can continue to enjoy the Services but you will be charged the full price for a new Device.

5. PAYMENT OF MONTHLY FEES

5.1 In consideration of the provision of Services to you in accordance with the Contract and the other obligations undertaken by buddi hereunder, you agree to pay buddi the Monthly Fees together with any VAT thereon in full on their due date without any set-off, counter-claim, abatement, or other similar deduction.

5.2 Payment of the Monthly Fees together with any VAT thereon must be made to buddi by direct debit.

5.3 buddi reserves the right to amend the Monthly Fees and/or introduce new fees from time to time by giving you 14 day's notice. Any change to the Monthly Fees payable by you will take effect from the beginning of any Renewal Period.

5.4 Interest shall be chargeable on any amounts overdue from you at the rate of 5% per annum above the Bank of England base rate from time to time. The interest period shall run from the due date for payment until receipt of the full amount by buddi whether before or after judgment and without prejudice to any other right or remedy of buddi. We may also charge you our reasonable administration costs incurred as a result of your late payment or non-payment of any money you owe us.

6. THE SERVICES

6.1 buddi grants you a non-exclusive, non-transferable right to access and make personal use of the

Services and Website, via your personal computer, mobile telephone or other access device for private, non-commercial purposes only and subject to your strict compliance with the Contract.

6.2 buddi may at any time without notifying you make any changes to the Services which we believe are necessary to comply with regulatory or statutory requirements, or which do not materially affect the nature or quality of the Services.

7. WARRANTIES

7.1 buddi shall use reasonable skill and care in the provision of the Services and it shall perform the Services in accordance with all applicable legislation, and in all material respects any UK codes of practice relevant to the provision of the Services, including without limitation, the code of practice for the use of passive location services in the UK.

7.2 No warranty is made regarding the results of usage of the Services or the Website or that the Services or Website will meet the User's requirements or that the Services will operate uninterrupted or error free.

7.3 buddi warrants that upon delivery and for a period of 12 months from the Effective Date, the Devices will be free from defects in materials and workmanship.

7.4 buddi shall not be liable for a breach of the warranty in clause 7.3 unless:

- (a) You give written notice of the defect to buddi within 14 days of the time when you discover or ought to have discovered the defect; and
- (b) buddi is given a reasonable opportunity after receiving the notice of examining such Devices and you (if asked to do so by buddi) return such Devices to buddi at your cost for examination to take place there.

7.5 If any Device does not comply with the warranty set out in clause 7.3 ("Defective Device"), then, subject to clauses 7.4, 7.6, 7.7, 7.8 and 7.9, buddi shall at its cost, expense and discretion use all reasonable endeavours either to repair or replace the Defective Device within 10 working days of receipt of the Defective Device.

7.6 Subject to payment by you of buddi's charges in force from time to time for accelerated replacement buddi shall at your request replace any Defective Device within 72 working hours of receipt of the Defective Device by buddi.

7.7 buddi shall not be liable for a breach of the warranty in clause 7.3:

- (a) to the extent that it is attributable to further use of such Device after giving notice pursuant to clause 7.4 (a); or
- (b) if the defect arises because the User failed to follow buddi's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Device;
- (c) that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the Device was not designed or intended by buddi; or
- (d) if you alter or repair such Devices or any part thereof without the written consent of buddi.

7.8 If buddi complies with clauses 7.5 and 7.6 it shall have no further liability for a breach of the warranty in

clause 7.3 in respect of such Devices. Any repaired or replacement Devices will be warranted on these terms for the unexpired portion of the warranty period.

7.9 If buddi receives written notice from you of any breach of the warranty in clause 7.3, then buddi's sole liability shall be, at its sole discretion, to:

- (a) remedy the breach within a reasonable time and without charge to you; or
- (b) refund such proportion of the Purchase Price as shall correspond to the period during which the breach took place.

7.10 Except as expressly stated in these Conditions of Use and Sale all other warranties, representations (unless made fraudulently), terms and conditions are excluded to the fullest extent permitted by law.

8. REGISTRATION

8.1 Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update the information you provided us with on the Website or by contacting buddi customer care.

9. ACCESS TO THE WEBSITE

9.1 buddi cannot guarantee that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also your access to the Website may be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. buddi will attempt to limit the frequency and duration of any such suspension or restriction.

10. PERSONAL IDENTIFICATION AND PASSWORD

10.1 You acknowledge that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. You must not allow any third party to access your account.

11. COMMUNICATIONS

11.1 When you visit the Website or send e-mails to us, you are communicating with us electronically. We may communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11.2 You acknowledge that there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient.

12. INTELLECTUAL PROPERTY

12.1 Nothing in the Conditions of Use and Sale or elsewhere give you any rights in respect of the

Intellectual Property or of the goodwill associated therewith, and you acknowledges that all such rights are, and shall at all times remain vested in buddi.

12.2 You hereby agree to notify buddi immediately if you become aware of any unauthorised use of the Products, Website or Intellectual Property.

13. SUSPENSION OF THE SERVICES

13.1 buddi may suspend the all or part of the provision of the Services to you without notice if:

- (a) You are in breach of any of the terms of the Conditions of Use and Sale; or
- (b) You notify buddi that your Device has been lost or stolen.

13.2 In the event that buddi does suspend the provision of the Services to you, the Contract will continue in full force effect and you will remain liable to pay the Membership Fees during any period of suspension.

14. YOUR CONDUCT

14.1 You must not use the Website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way.

14.2 You must keep information provided to you as part of the Services (such as Device location information) confidential.

14.3 You must not use the Website or Products:

- (a) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- (b) in a way that buddi in its absolute discretion considers is unauthorised, unlawful, fraudulent or improper;
- (c) otherwise in accordance with the buddi Instructions;
- (d) in any way which buddi considers will damage or effect the operation of the Website, telecommunications networks, GPS networks or Products; or
- (e) to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam" to cause annoyance, inconvenience or needless anxiety.

14.4 You may not use any Intellectual Property, or other proprietary information of buddi without our express written consent.

15. YOUR STATUS

15.1 You warrant that:

- (a) You have the power to enter into and perform the Contract, that the Contract's execution has been duly authorized by all necessary corporate action and that the Contract constitutes a valid and

binding obligation on you, enforceable in accordance with its terms; and

(b) You are a UK resident; and

(c) You are at least 18 years old.

16. AMENDMENTS TO THE CONTRACT

16.1 buddi reserves the right to make changes to the Website, its policies, and the Conditions of Use and Sale at any time. You will be subject to the policies and Conditions of Use and Sale in force at the time that you use the Website or that you use the Services or order Products from us, unless any change to those policies or these conditions is required to be made by law or government authority in which case it will apply to orders previously placed by you.

17. ENDING THE BUDDI CONTRACT, REFUNDS AND RETURNS

17.1 Either party may terminate the Contract by giving 30 days' prior written notice to the other to expire no earlier than end of Initial Term or of any applicable Renewal Period.

17.2 buddi may terminate the Contract if you become bankrupt, make any arrangement with your creditors, cease, or threaten to cease to carry on business;

17.3 Either party may end the Contract if the other party commits a breach of the Conditions of Use and Sale, and in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; and

17.4 You may end this buddi Contract within fourteen days of the Effective Date. You may exercise that right by notifying us by email and returning the Device, at your own cost, within fourteen days of purchasing it, to buddi, at 52 Ovington Street, London, SW3 2JA, unused, undamaged, in all its original packaging and with all its documentation. If you comply with the above in full, buddi will refund you the Purchase Price.

18. CONSEQUENCES OF TERMINATION

18.1 When this buddi Contract comes to an end:

(a) your Device will be deactivated;

(b) you will no longer be entitled to use your Device; and

(c) You will immediately pay to buddi all Monthly Fees outstanding at the date of termination.

(d) In the case of termination during the Initial Period as a result of breach by you pursuant to either clauses 17.2 or 17.3, you will immediately pay to buddi all Monthly Fees that would have been payable during the Initial Period save for termination.

18.2 Termination of this Agreement for any reason shall not affect any other rights or liabilities accrued at the date of termination.

19. LIMITATION OF LIABILITY AND EXCLUSIONS

19.1 buddi will not be responsible for any loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss incurred as a

result of or in connection with the Contract, Website or Products.

19.2 buddi does not accept responsibility for the personal safety of anyone using the Website, or Products. However, buddi does not seek to limit in any way our liability by law for death or personal injury caused by our negligence or breach of duty or caused by our gross negligence or wilful misconduct.

19.3 buddi will not be held responsible for any delay or failure to comply with our obligations under the Contract if the delay or failure arises from any cause which is beyond our reasonable control.

19.4 The maximum liability of buddi under the Contract shall in any event be limited to 125% of all the amounts paid by you under the Contract.

20. YOUR PERSONAL INFORMATION

20.1 Use of your personal information is governed by buddi's Privacy Policy, details of which are on the Website. In the event that buddi undergoes reorganisation or is sold to a third party, you agree that any personal information buddi holds about you may be transferred to that reorganised entity or third party.

20.2 buddi may monitor and/or record your calls, emails or text messages for the purposes of quality control, training, to prevent unauthorised use of the telecommunications and GPS systems, to ensure effective systems operation and in order to prevent or detect crime.

21. MISCELLANEOUS

21.1 We reserve the right to transfer the Contract to any third party at any time. You may not transfer the Contract to anyone else unless we have agreed in writing beforehand and we shall not unreasonably withhold such agreement.

21.2 Except where the context requires otherwise, the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa.

21.3 Headings are for ease of reference only and shall not affect interpretation or construction of the Contract.

21.4 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.5 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21.6 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause of the Contract.

22. LAW

22.1 The Contract shall be governed by and construed in all respects in accordance with the law of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.