



## Pulse4all Business Terms & Conditions

These Business Terms and Conditions will apply to each Subscription between Pulse4all and the Member (each individually a "**Party**", and together the "**Parties**") and describe the Member's and Pulse4all's rights and responsibilities when the Member takes out a Subscription for one or more AEDs.

Please read them carefully and let Pulse4all know if you have any questions.

### 1. Interpretation

In these Business Terms and Conditions, unless the context otherwise requires, capitalised expressions have the meaning given to them, and the provisions of Schedule I (Definitions and Interpretation) apply.

### 2. Eligibility

Each Subscription in these Business Terms and Conditions is intended solely for businesses who are based in the United Kingdom who are not prohibited from using the AED under applicable law. These Business Terms and Conditions are not intended for consumers or personal use. Consumers or businesses wishing to use the AED should enter into the Consumer Terms and Conditions.

Each Subscription for an AED is limited to businesses meeting all of the following criteria:

- 2.1. the individual entering into the Subscription owns or represents (as the case may be) either:
  - 2.1.1. a partnership (other than where the partnership is a legal person), or any other unincorporated business (including sole trader business whereby the individual owns and runs the business as a self-employed person and the business is not itself a legal person) (an "**Unincorporated Business**"); or
  - 2.1.2. any legal person (an "**Incorporated Business**"),  
based or operating in the United Kingdom;
- 2.2. the individual seeking to commit the relevant person referred to in clause 2.1 to the Subscription:
  - 2.2.1. is eighteen (18) years of age or older; and



2.2.2. has full right, power, and authority to enter into the Subscription for and on behalf of that person; and

2.3. the person entering into the Subscription and (where relevant) its employees, agents, and other representatives must not be subject to sanctions issued by the United Nations, or any appropriate body of competent jurisdiction in the United States, the European Union, or the United Kingdom which would prohibit Pulse4All from being a party to a Subscription with any such person.

### 3. Order Process and entering into Subscriptions

- 3.1. To enter into a Subscription, a prospective Member must complete and return to Pulse4all an Order Form as part of the Order Process.
- 3.2. Following receipt of an Order Form, Pulse4all shall (at its sole discretion) confirm to the prospective Member that the Order Form has been rejected or commence the Order Process, which may include verification of the Member's identity in accordance with this Clause 2.
- 3.3. If Pulse4all accepts the Order Form, the Member will receive an Order Confirmation and a Subscription shall be deemed to be entered into by the Parties upon the Member signing the Order Confirmation (the "**Start Date**").
- 3.4. The Member must be at least 18 years old and be able to enter into legally binding contracts to enter into a Subscription.
- 3.5. A digital verification of the Member's passport, identification card or driving licence may form part of the Order Process (at Pulse4all's sole discretion). In such cases, the AED will not be deemed to be delivered until the Member: (i) is able to provide the requested identification documents and accompanying information, and (ii) satisfies Pulse4all's reasonable verification procedures to Pulse4all's satisfaction. Where Pulse4all's verification of the identity documents indicates (potential) fraud, Pulse4all may refer the matter to the relevant authorities. The Member may only apply for a maximum of nine (9) Subscriptions.
- 3.6. Upon entering into a Subscription, Pulse4all shall charge and the Member shall pay a one-time deposit (the "**Deposit**") for the relevant Subscription in the amount set out in the Order Confirmation. The Deposit shall be reimbursed to the Member on termination or expiry of the Subscription, provided that the AED is returned to Pulse4all (or one of Pulse4all's partner companies) in good condition in accordance with Clause 8 below.



- 3.7. After Pulse4all has issued the Order Confirmation, the Member and Pulse4all 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).
- 3.8. During the Order Process, Pulse4all shall verify the Member's personal details. During the Subscription Period, the Member shall notify Pulse4all of changes to the data known to Pulse4all (such as a new phone number, address or bank account) promptly and without unreasonable delay.
- 3.9. If the Subscription is entered into after the Member has submitted an Order Form via the Website, the Member has the right to withdraw from the Subscription with immediate effect without giving a reason within fourteen (14) days of the day after the Start Date (the "Cooling-off Period"). If the Member withdraws from the Subscription during the Cooling-off Period, Pulse4all shall refund to the Member any Deposit and any prepaid Subscription Fees relating to the unexpired term of the Subscription.
- 3.10. The Member may only use the AED in the country where it has concluded a Subscription.
- 3.11. Under the Subscription, the Member is entitled to free Hot-Swapping as set out in Clause 5.

#### **4. AED**

- 4.1. 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 the Member in these Business Terms and Conditions), title and interest in and to them and all such rights, title, and interest are reserved to Pulse4all.
- 4.2. Risk in the AEDs shall pass to the Member on the delivery of the AEDs to the Delivery Location.
- 4.3. The Member must at all times:
  - 4.3.1. Store the AED separately from all other goods held by the Member so that they remain readily identifiable as Pulse4all's property;
  - 4.3.2. Not remove, deface or obscure any identifying mark or packing on or relating to the AED;
  - 4.3.3. Give Pulse4all such information Pulse4all may reasonably require from time to time relating to the AED.



- 4.4. Beyond the specifications agreed in the relevant Subscription (e.g. specifications on the type and/or category of the AED), the Member is not entitled to a particular design, colour, fit-out or configuration of the AED. Pulse4all reserves the right to put advertisements on the AED at any time and at its sole discretion. If an advertisement attached to the AED or printed on the AED is damaged, removed, unreadable or otherwise no longer visible, the Member shall inform Pulse4all of this without undue delay.
- 4.5. The Member acknowledges and agrees that the AED may have a GPS tracker which allows Pulse4all to track data of the location of the AED. Pulse4all can, amongst other things, track data in the event of a suspected loss, theft or unauthorised use of the AED. The Member shall make normal use of the AED and take due care of the AED. The Member shall avoid unusual strain on the AED and use it according to the instructions of the HeartStart OnSite Defibrillator Owner's Manual or the HeartStart FRx Defibrillator Owner's Manual, as applicable. The Member should avoid all actions that could damage or disrupt the proper functioning of the AED.
- 4.6. In case of an emergency sudden cardiac arrest, use of the AED is not exclusively restricted to the Member.
- 4.7. The Member may only use the AED if the Member complies with all Applicable Laws and regulations, including but not limited to meeting the minimum age required, compliance with the relevant usage regulations and holding the relevant insurance(s) such as a standard liability insurance. Minors may use an AED in case of an emergency.
- 4.8. In the event that the AED is used for an emergency rescue, the Member should notify Pulse4all immediately and request an immediate Hot-Swap.
- 4.9. The Member or anyone else shall not use the AED while suffering from a medical condition or on medication that may affect the Member's use of the AED, or while under the influence of drugs or alcohol.

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

- 5.1. For the purposes of these Business Terms and Conditions, "use" of the AED shall be deemed to include in any event having the AED available and ready for use, the storage as well as the actual use of the AED if needed to rescue a victim of sudden cardiac arrest.



- 5.2. The Member hereby acknowledges and agrees that it uses (and permits the use of) the AED at their own risk and is responsible for such use. It is the Member's responsibility to, and the Member shall, conduct reasonable checks to verify that the AED remains in a good and safe condition throughout the Subscription Period and thereafter until the AED is returned to Pulse4all. For example, the Member shall check routinely if the light at the right-top of the AED is blinking green (which indicates the AED is 100% ready for use).
- 5.3. The Member shall not use the AED if they have identified any defects and/or damage leading to 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. The Member shall promptly inform Pulse4all of such blinking, chirping and/or defects and damages concerns. Should the Member not inform Pulse4all of any issue or concern to which this clause refers, the Member will be held liable and responsible in case of malfunctioning of the AED.
- 5.4. The Member may 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.
- 5.5. The Member is obliged to store the AED in a Safe Place. The AED must be stored at the correct temperature, 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) is necessary to 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 the Member.
- 5.6. The Member agrees to grant Pulse4all or third party(ies) designated by Pulse4all, upon first request, access to the location(s) where the AED(s) are located, for the purpose of inspecting, verifying, replacing all or part of the AED(s) or otherwise exercising any rights Pulse4all or Pulse4all's designated third party(ies) may have in respect of the AED(s). The Member will reasonably provide all information and cooperation requested by Pulse4all or any such designated third party in connection with Pulse4all exercising its rights under this clause.

## 6. Hot-Swapping



- 6.1. 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, the Member is entitled to a Hot-Swap provided that the Member first provides Pulse4all with a copy of a report or crime number issued by the relevant authorities. In case of loss of the AED, the Member is not entitled to a Hot-Swap. When the Member requests a Hot-Swap, the Member will fill in a request form with questions regarding the condition of the AED and such other information as Pulse4all may request. Based on this form, Pulse4all will conclude (at its sole discretion) if a Hot-Swap is permitted or not.
- 6.2. 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 the Member has complied with the terms of the Subscription.
- 6.3. Pulse4all shall perform Hot-Swaps on-site at the location of the AED, or another location if requested by the Member and approved by Pulse4all.
- 6.4. Pulse4all aims to Hot-Swap an AED within forty-eight (48) hours after the Member has contacted Pulse4all by telephone, via email, WhatsApp or the Pulse4all application. Hot-Swapping takes place by appointment with the Member. The Member cannot claim any compensation or payment if this target time is not achieved, and may be liable to pay a Charge for Additional Hot-Swap Services if they miss an agreed Hot-Swapping appointment, as set out in Schedule II (A). Pulse4all may refuse the Hot-Swapping if it is for reasons other than those set out in this clause 5.
- 6.5. The costs for Hot-Swapping are covered by payment of the Subscription Fee. During the Subscription Period, the Member 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, Pulse4all may refuse a Hot-Swap until such time as the Member has paid any outstanding Subscription Fee or other Charges to Pulse4all.

## **7. Ending a Subscription before the end of the Subscription Period**



- 7.1. Prior to returning the AED in accordance with Clause 8, the Member may cancel its Subscription by sending an email to Pulse4all (the “**Cancellation Notification**”). Any cancellation must occur more than fourteen (14) days before the end of the Subscription Period. After receiving a validly issued Cancellation Notification from the Member, Pulse4all will send a confirmation of the Cancellation Notification (via email) to the Member 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.
- 7.2. Upon receiving the Cancellation Notice the Member must return the AED to Pulse4all within fourteen (14) days of the End Date. If the Member fails to do this, the Member shall 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 back by Pulse4all, subject to a maximum of twenty-two (22) days. If the AED is not returned to Pulse4all within thirty (30) days after the End Date, the Member 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 Pulse4all’s right to claim (additional) damages and Pulse4all’s right to recover the other Charges to which this clause refers.
- 7.3. If the Subscription is terminated by Pulse4all in accordance with Clause 15 and the AED is not returned to Pulse4all within fourteen (14) days after the End Date, Pulse4all will consider this to amount to misappropriation of the AED by the Member. In that case, the Member will be obliged to compensate Pulse4all 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 Pulse4all within thirty (30) days after the End Date, the Member 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 Pulse4all’s right to claim (additional) damages and Pulse4all’s right to recover the other Charges to which this clause refers.
- 7.4. If the Member is unable to return the AED to Pulse4all under either Clause 6.2 or 6.3 due to suspected crime such as theft, the Member should report the suspected crime in accordance with Clause 9.2. In such circumstances and acting reasonably, Pulse4all may in its sole discretion waive its rights and obligations under Clause 6.2 or 6.3.
- 7.5. The Parties agree that the additional Charges to which these Business Terms and Conditions refers (including those set out in this Clause 6) are not onerous and shall not, in any case, constitute a penalty.





- 7.6. When Pulse4all exchanges an AED, the Member will hand-in the AED to Pulse4all, including any other Provided Items.

## **8. Duration**

- 8.1. The Subscription begins on the Start Date and remains in effect thereafter until the End Date.
- 8.2. The Subscription Period shall be equal to:
  - 8.2.1. three (3) months in the case of a Member who is an Unincorporated Business; and
  - 8.2.2. the Initial Term followed thereafter by successive renewal terms of twelve (12) months in the case of an Incorporated Business,

in each case unless the Subscription is terminated earlier in accordance with its terms.

## **9. Return and withdrawal of the AED**

- 9.1. As soon as is reasonably practicable after the expiry or termination of the Member's Subscription takes effect, Pulse4all will send the Member an email with instructions to return each AED and the Member shall promptly return all AEDs including any and all other Provided Items to the Pulse4all warehouse in the Member's country and/or Service Area, or, if Pulse4all notifies the Member thereof, to the warehouse of one of Pulse4all's partner companies. In case the AED needs to be picked up by Pulse4all at a location requested by the Member, Pulse4all will be entitled to charge, and the Member shall pay, an immediately payable Charge for Additional Hot-Swap Services as set out in Schedule II(A). All rights of the Member under the Subscription will end from the moment the Member hands in the AED to Pulse4all or the AED is picked up by Pulse4all, without prejudice to the Member's obligation to pay the full Subscription Fee and any and all Charges.
- 9.2. Pulse4all has the right to withdraw an AED, should Pulse4all be unable to keep the AED in rescue-ready condition, without liability to the Member and without affecting the Member's 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, Pulse4all may invoke force majeure and the relevant AED must be taken out of service by Pulse4all. Pulse4all will notify the Member and provide the Member a return-paid label for the Member to return the AED to Pulse4all. For the duration the AED is taken out of service in accordance with this clause, no subscription fee by the Member is owed by the Member to Pulse4all and the Subscription Fee shall be adjusted on a pro-rata basis accordingly.





## 10. Theft or loss

- 10.1. In order to prevent incidents such as loss, theft and damage, the Member must store the AED in a Safe Place and in accordance with Clause 3.3.
- 10.2. In the event of the loss or theft of the AED including any other Provided Items the Member is obliged to:
- a) report the loss or theft to Pulse4all promptly (and in any case within twenty-four (24) hours from the moment the Member 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 Pulse4all's request.

Only if all relevant requirements in this Clause 9.2 have been complied with will the Member receive a replacement AED from Pulse4all.

- 10.3. If it turns out that the Member has failed to comply with Clause 9.2, or provided incorrect or false information, the Member shall be liable to pay a Charge amounting to the Current Market Value of an AED as set out in Schedule II (D). If the Member is unable to comply with Clause 9.2 because the AED has been lost, the Member may be liable to a Charge amounting to the Current Market Value of an AED as set out in Schedule II (D).
- 10.4. If the AED has been removed during its use for an emergency by e.g. ambulance staff, the Member shall notify Pulse4all immediately and Pulse4all will contact the Member regarding the collection process.

## 11. Damage and Accidents

- 11.1. The Member shall report damage to (parts of) the AED to Pulse4all immediately and in any case within twenty-four (24) hours of the accident occurring or of the Member becoming aware of the damage, unless the Member is prevented from meeting this deadline due to exceptional circumstances as a result of which the Member was reasonably not 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 the Member has caused the damage or accident or not.



- 11.2. In the event of any damage to the AED including any other Provided Items, Pulse4all will be entitled to charge the Member for the repair or replacement of damaged parts up to the amount of the relevant Charge specified in Schedule II (D). Pulse4all will always take a photo of the AED before Hot-Swapping the AED, at arrival in the warehouse, and after Hot-Swapping the AED.
- 11.3. 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 the Member has caused the damage, Pulse4all reserves the right to be entitled to charge the Member in accordance with Clause 10.2 above.
- 11.4. Where any damage has been caused to AED or any other Provided Items by the AED being used for an emergency rescue, Members will not be liable for any Charges under Clause 10.2. However, Members must report any damage to Pulse4all in accordance with Clause 10.1.

## **12. Payments**

- 12.1. When taking out a Subscription, the Member 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 the Member is unable to provide a direct debit mandate, Members can pay via alternative payment methods (e.g., BACs, credit card etc).
- 12.2. In consideration of Pulse4all making AEDs available to the Member, the Member shall pay to Pulse4all the monthly Subscription Fee during the Subscription Period. Unless otherwise agreed in the Subscription, the Subscription Fee is payable monthly in advance on the Start Date and thereafter on the first day of each month (or part thereof). If the Member pays the Subscription Fee via direct debit, Pulse4all will provide a monthly confirmation of payment. For all other methods of payment and other costs and Charges owed, Pulse4all will issue a monthly invoice, payable within fourteen (14) days.



- 12.3. If the Subscription Fee, Charges or other costs are not paid or are wrongly reversed, the Member will be in breach of the Subscription. In that case, the Member may receive a demand from Pulse4all to pay any amounts due within fourteen (14) days and the Member shall pay all such amounts within that period. Pulse4all 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 the Member to Pulse4all. In addition, Pulse4all may trace the location of the AED, including by using a GPS tracker, and seize (including by entering any property in the possession or control of the Member) the AED and other Provided Items in respect of which the Member is in payment default. The Member hereby grants Pulse4all all rights of access necessary to enable Pulse4all to exercise its rights under this Clause and where Pulse4all does so, the Member shall provide Pulse4all all reasonable cooperation requested by Pulse4all.
- 12.4. 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.

### 13. Liability

- 13.1. This clause 12 sets out Pulse4all's maximum liability of in respect of the following (each being an **"Event of Default"**):
- 13.1.1. a breach by Pulse4all of the Subscription, including any wilful or deliberate breach of contract;
  - 13.1.2. arising out of or in connection with any use of an AED by the Member or by any person other than Pulse4all, Pulse4all's Affiliates, and Pulse4all's subcontractors; and
  - 13.1.3. a tortious act or omission (including negligence), breach of statutory duty or misrepresentation, of Pulse4all in connection with the Subscription,
- and all other liability is excluded, except that nothing in the Subscription shall affect Pulse4all's liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.
- 13.2. Pulse4all's total financial liability for all Events of Default under or in connection with the Subscription shall not exceed an amount equal to the Subscription Fees paid and payable in the last 12 months under the Subscription at the time the claim arises.



- 13.3. In no event shall Pulse4all be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Subscription for any loss, damage, cost or expense (whether on a direct or indirect basis) for which the Member has assumed the risk under the Subscription, or for loss of profit, loss of reputation, loss of business, revenue or goodwill, anticipated savings, wasted expenditure, loss or damage to data (in each case whether direct or indirect), or for any consequential or indirect loss.
- 13.4. The Member hereby acknowledges and agrees that, except as may be otherwise set out in the Subscription, each AED and the Provided Items are provided "as is", and any use by the Member of an AED, the Provided Items, or both or by any person to whom the Member allows access to them will be at the Member's sole risk. Pulse4all makes no warranties with respect to the AEDs or the Provided Items and expressly disclaims all warranties, express or implied (other than as to title to goods), including without limitation those of merchantability, fitness for a particular purpose, or that the Member's use of the AEDs or Provided Items will be uninterrupted, timely, secure or free from error. The foregoing provisions of this clause 12.4 shall be enforceable to the maximum extent permitted by Applicable Law.
- 13.5. The Member shall indemnify, and hold harmless Pulse4all on demand from and against any and all fines or other sanctions imposed on Pulse4all as a result of the Member's use of the AED and any and all losses, damages, costs, and expenses suffered or incurred by Pulse4all in connection with any such fine or other sanction.

#### **14. Data Protection**

- 14.1. The processing of any personal data collected or otherwise processed by Pulse4all in connection with a Subscription shall be in accordance with Pulse4all's Privacy Policy, available at [(URL)].
- 14.2. Each Party shall comply with all Applicable Laws and regulations relating to the processing of the personal data to which clause 13.1 refers.

#### **15. Amendments**



- 15.1. After the first 12 (twelve) months of the Subscription Period Pulse4all reserves the right to make reasonable changes to the Subscription Fee in the event that Pulse4all' costs change as a result of changes in Applicable Laws and regulations, or for annual price indexations based on the [CPI, Consumer Price Index 2015=100]. Any such changes will be communicated to the Member via email at least one month before the effective date. Prior to this effective date, the Member may terminate the Subscription by written notice with effect from the effective date of the price change.
- 15.2. Pulse4all has the right to unilaterally amend the Subscription (which includes these Business Terms and Conditions, the Subscription Fee and the information on the Website) due to changes in Pulse4all's product portfolio and/or services, technical, commercial or legal changes or changing market circumstances. Changes in these Business Terms and Conditions will be communicated at least six (6) weeks before the effective date by means of an announcement on the website and an email to the Member. The Member will have the right to terminate the Subscription as of the date on which the amended terms and conditions come into effect.
- 15.3. A change of Service Area is permitted only with Pulse4all's express consent and shall become effective after written confirmation by Pulse4all of the requested change.
- 15.4. For the avoidance of doubt, Pulse4all will not unilaterally amend the Subscription under Clause 14.2 if such an amendment would have the effect of substantially changing or reducing Pulse4all's performance under these Business Terms and Conditions.
- 15.5. 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).

## **16. Termination**

- 16.1. Pulse4all 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 the Member in the event of theft of the AED, or if the Member:
  - a) fails to pay the Subscription Fee, Charges or other outstanding amounts under the Subscription or these Business Terms and Conditions in accordance with Clause 11.3;



- b) fails to fulfil any other material obligations under the Subscription or these Business Terms and Conditions, which, in the case of a breach capable of remedy, is not remedied within thirty (30) days after Pulse4all has given written notice to the Member containing details of the breach and requiring the breach to be remedied.
- c) uses the AED contrary to the provisions in these Business Terms and Conditions;
- d) suffers an Insolvency Event;
- e) is negatively affected in the fulfilment of its obligations under the Subscription due to an attachment on the AED, an accessory or other goods of the Member;
- f) in the opinion of Pulse4all, abuses the service offered by Pulse4all; or
- g) deliberately provides incorrect information to Pulse4all.

16.2. In case of termination based on Clause 15.1, Pulse4all 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 11.3 refers.

16.3. Both Pulse4all and the Member may terminate the Subscription at any time with a notice period of one (1) month.

16.4. The Member has the right, by giving written notice to Pulse4all, to terminate the Subscription with immediate effect if Pulse4all is in material breach of the Subscription which, in the case of a breach capable of remedy, is not remedied within thirty (30) days after the Member has given written notice to Pulse4all containing details of the breach and requiring the breach to be remedied.

16.5. On termination of the Subscription:

16.5.1. the Member shall immediately pay to Pulse4all all outstanding Subscription Fees and Charges; and

16.5.2. each party shall promptly return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the Subscription.

16.6. Termination of the Subscription:



16.6.1. 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;

16.6.2. 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 Subscription that, by its nature, should survive termination or expiration, which will survive any termination or expiration of the Subscription.

## **17. Miscellaneous**

- 17.1. 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.
- 17.2. 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.
- 17.3. Pulse4all may provide the Member's details to any public authorities upon a request and shall provide such information to the relevant authorities subject to and in accordance with Applicable Laws.
- 17.4. The Member 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 Pulse4all's prior written consent. Pulse4all 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.
- 17.5. Every notice of termination or rescission must be given in written form. Where a notice or other communication is to be given under these Business Terms and Conditions, email shall be sufficient.
- 17.6. Where there is a conflict or inconsistency between the provisions of the Order Confirmation and these Business Terms and Conditions, the provisions of the Order Confirmation shall prevail to the extent of the conflict or inconsistency with these Business Terms and Conditions.





17.7. 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, Pulse4all and the Member shall agree a provision to replace the defective provision which comes as close as possible to what Pulse4all and the Member would have agreed if Pulse4all had realised that the provision was defective, taking into account the spirit and purpose of the Subscription and Applicable Laws.

## **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.



## Schedule I – Definitions and interpretations

### 1. Definitions

1.1. Capitalised terms used in these Business Terms and Conditions 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 the Member under a Subscription for use by the Member 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;
Business Terms and Conditions:	means these End-User Terms & Conditions, including all Schedules;
Cancellation Notification:	has the meaning given in Clause 6.1;
Charge:	means any surcharge, cost, fee, compensation or other amount payable by the Member to Pulse4all in accordance with these Business Terms and Conditions, other than the Subscription Fee;



Control:	means, in relation to any Person, that it, whether directly or indirectly, <i>de jure</i> or <i>de facto</i> (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;
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;

**Member:** means any natural person or legal entity who takes out a Subscription with Pulse4all;

**Order Form:** means the written request by the Member in connection with the Order Process to request that Pulse4all enters into a Subscription with it (in such form as Pulse4all may require), and which shall include: (i) contact details for the Member including the member's identity, its address, and (if different) contact details for a representative of the Member, (ii) the number of AEDs required, (iii) the Delivery Location, and (iv) such other information as Pulse4all may require;

**Order Process:** means the process in which a person or legal entity enters into a Subscription for the provision of one or more AEDs by Pulse4all. This process can be initiated via the website, or any other platform made available by Pulse4all (in its sole discretion);

**Owner's Manual:** means the user manual published by the manufacturer of the AED, a physical copy of which shall be provided to the Member with the AED;



Pulse4all:	means Defibswap UK Ltd., having its registered office and principal place of business at 94a High Street, Sevenoaks, TN13 1LP United Kingdom, , and registered with the Companies House under number 14733955. Defibswap UK Ltd is authorised and regulated by the FCA with Firm Reference number: [xxx];
Provided Items:	an AED carry case and a Pulse4all First Responder kit, provided to the Member with the AED;
Safe Place:	has the meaning given in Clause 4.5;
Service Area:	Country of residence of the Member;
Start Date:	has the meaning given in Clause 2.3;
Subscription:	means an agreement for the provision of one or more AEDs to the Member, consisting of the Order Confirmation and these Business Terms and Conditions;
Subscription Fee:	means the amount owed by the Member to Pulse4all for the use of Pulse4all services provided pursuant to a Subscription, excluding the Charges;
Subscription Period:	means the minimum duration of the Member's permitted use of the AED's provided to it under a Subscription, as set out in clause 8.2
Term:	means the period commencing on the Start Date and ending on the End Date;
Website:	means <a href="http://www.Pulse4all.co.uk">www.Pulse4all.co.uk</a> 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 Business Terms and Conditions.

2.2. A reference in this Business Terms and Conditions to:

- a) a Clause is to the relevant Clause of these Business Terms and Conditions;
- b) a Schedule is to the relevant schedule to these Business Terms and Conditions; 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 Business Terms and Conditions and references to these Business Terms and Conditions includes these Business Terms and Conditions and the schedules as a whole.

### **3. References to liabilities and obligations**

3.1. Any reference in these Business Terms and Conditions 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 Business Terms and Conditions.

### **4. Other references**

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

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

4.3. Any reference in these Business Terms and Conditions 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 Pulse4all Business Terms and Conditions.

- 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 the Member as defined in the Pulse4all Business Terms and Conditions (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 the Member does 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:

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

- B.** Charges set out for theft by the member as referred to in Clause 6.2 of the Pulse4all Business Terms and Conditions. In case the AED has not been returned to Pulse4all by the Member within seven (7) days from the End Date the Member 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 the Member. Pulse4all reserves the right to apply a Charge to the Member for the loss of the AED. The maximum amount of a Charge for the compensation of a lost AED due to theft by the Member is set out the table below per relevant AED:





Theft by the Member		
AED		Amount
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 Clause 9.1 and 9.3 of the Pulse4all Business Terms and Conditions. In case the Member loses the AED provided by Pulse4all, Pulse4all reserves the right to apply a Charge to the Member 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:

Loss of an AED		
AED		Amount
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 Pulse4all Business Terms and Conditions. In the event of damages to the AED, or parts thereof, Pulse4all reserves the right to apply a Charge to the Member for such damages with a maximum fee set out in the table below per relevant AED:

Maximum Charge for damages to the AED		
AED		Amount
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)