

MyPlayer Terms & Conditions & Conditions of Sale

1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions on which we will supply to you goods that you order via our website www.myplayer.io or your Account Manager. If you do not accept these terms and conditions, please do not order any goods.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or if you have any questions about them, please contact us to discuss before you submit your order.
- 1.3. **Please keep a copy for your records.** You should print a copy of these terms and conditions or save them to your computer for future reference.
- 1.4. **We update our terms and conditions from time to time.** The terms and conditions applicable to your order will be the terms and conditions displayed on our website when you submit your order. Please check the terms and conditions displayed on our website every time you wish to order goods to ensure you understand the terms and conditions which will apply to that order.
- 1.5. **As a business customer, this is our entire agreement with you.** These terms, together with our returns policy in force from time to time and the terms of any applicable voluntary manufacturer's warranty offered by us at the date we accepted your order constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 1.6. In these terms and conditions 'you' means the organisation or entity on behalf of which you place the relevant order.
- 1.7. By submitting an order on behalf of any person other than yourself (for example a business or company), by submitting the relevant order you confirm that you have authority to act on behalf of and to bind that other person to these terms and conditions.
- 1.8. Interpretation:
 - 1.8.1. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.8.2. any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - 1.8.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Information about us and how to contact us

2.1. Who we are.

- 2.1.1. We are MyPlayer Limited, a company registered in England and Wales. Our company registration number is 11155327 and our registered office is at



250A Kennington Ln, London, SE11 5RD, England.
Our registered VAT number is GB286597634.

2.2. How to contact us.

2.2.1. You can contact us by writing to us at team@myplayer.io and MyPlayer Ltd, 250A Kennington Ln, London, SE11 5RD, England.

2.2.2. If you would like technical support or assistance, please contact our Product

Support Centre: team@myplayer.io. Hours of operation are 9am to 5pm GMT / BST (as appropriate), Monday - Friday.

2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or which you provide to us from time to time.

2.4. Manufacturer's Warranty.

2.4.1. We provide a manufacturer warranty on all products in our range.

2.4.2. Our manufacturer warranties provide additional and alternative rights and remedies to those contained in these terms and conditions and any legal rights that you may have.

2.4.3. For details of the manufacturer warranties offered by us, please see our website www.myplayer.io/warranty-policy

2.4.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1. **How we will accept your order.** Your order constitutes an offer by you to purchase the relevant goods in accordance with these terms and conditions. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2. **If we cannot accept or do not wish to accept your order.** If we are unable to accept your order or do not wish to accept your order, we will inform you of this in writing and will not charge you for the product. For example, this might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our goods

4.1. Goods may vary slightly from their pictures. The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your product may vary slightly from those images.

4.2. Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. Your rights to make changes

5.1. If you wish to make a change to an order you have submitted please contact us.

5.2. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.



- 5.3. If any changes of the type described in clause 5.2 are required, we will not implement the changes unless you confirm to us that you wish to proceed on the basis of the relevant changes.
6. **Our rights to make changes**
- 6.1. **Minor changes to the goods.** We may change the product or your order:
- 6.1.1. to reflect changes in relevant laws and regulatory requirements; and
 - 6.1.2. to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
7. **Providing the goods**
- 7.1. **Delivery charges.** The prices of goods displayed on our website and/or quotations do not include delivery charges. Our delivery options and associated charges will be displayed to you during the check out process or on the quotation. If no delivery charge is on the quotation, please contact your account manager for a quote.
- 7.2. **When we will provide the goods.** We will contact you with an estimated delivery date after we accept your order. All dates for delivery are approximate and shall not be of the essence.
- 7.3. **We are not responsible for delays outside our control.** If our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received. Refunds will be processed subject to and in accordance with our returns policy www.myplayer.io/returns-policy
- 7.4. **If you are not at the delivery address when the goods are delivered.** If no one is available at your address to take delivery, we will inform you of how to rearrange delivery or collect the goods from a local depot.
- 7.5. **If you do not re-arrange delivery.** If you do not collect the goods as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from the delivery depot and despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection you are responsible for any loss or goods and/or associated storage charges.
- 7.6. **When you become responsible for the goods.** Goods will be your responsibility from the time we ship the product to the address you gave us for delivery.
- 7.7. **When you own goods.** You own goods supplied by us once we have received cleared funds payment of the price for the goods and any costs associated with the supply of those goods (for example, delivery costs & taxes).
- 7.8. **Reasons we may suspend the supply of goods to you.** We may have to suspend the supply of goods to:
- 7.8.1. deal with technical problems or make minor technical changes;
 - 7.8.2. update the product to reflect changes in relevant laws and regulatory requirements;
 - 7.8.3. make changes to the product as requested by you or notified by us to you (see clauses 5 and 6).
 - 7.8.4. If we believe the delivery address is not secure.
 - 7.8.5. Your rights if we suspend the supply of goods.
 - 7.8.5.1. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If the



suspension is urgent or is due to an emergency, we will tell you as soon as reasonably possible after suspension that we have suspended supply of the relevant goods.

- 7.8.5.2.** You may contact us to end the contract for a product if we suspend the supply of it for a period of more than 14 (fourteen) days and we will refund any sums you have paid in advance for the product. Refunds will be processed subject to and in accordance with our returns policy www.myplayer.io/returns-policy

8. Your rights to end the contract

- 8.1.** You can always end your contract with us. Your rights when you end the contract will depend on what you have purchased, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 8.1.1.** If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the product repaired or replaced), see clause 11. In addition, you may have rights under a manufacturers' warranty that we provide – please see our manufacturers warranty terms and conditions www.myplayer.io/warranty-policy for more details.
- 8.1.2.** If you want to end the contract because of something we have done or have told you we are going to do;
- 8.1.3.** In all other cases if we are not at fault, please see clause 9.
- 8.2.** Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full in accordance with our returns policy www.myplayer.io/returns-policy for any products that have not been provided and you may be entitled to compensation. The reasons are:
- 8.2.1.** we have told you about an upcoming change to the product or these terms which you do not agree to;
- 8.2.2.** we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 8.2.3.** there is a risk that supply of the goods may be significantly delayed because of events outside our control;
- 8.2.4.** we have suspended supply of the goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 (fourteen) days;
- 8.2.5.** we have not delivered the goods within 30 working days of the agreed delivery date; or you have a legal right to end the contract because of something we have done wrong.

9. How to end the contract with us:

- 9.1. Tell us you want to end the contract.**
- 9.1.1.** To end the contract with us, please contact us by using one of the method(s) set out in clause 2.2 above.
- 9.1.2. Returning goods after ending the contract**
- 9.1.2.1.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us.
- 9.1.2.2.** For details of our returns process, please see our returns policy available at www.myplayer.io/returns-policy



10. Our rights to end the contract

- 10.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:
- 10.1.1. you do not make any payment to us when it is due and you still do not make payment within 5 (five) days of us reminding you that payment is due;
 - 10.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods, for example, the delivery address.
 - 10.1.3. you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us;
- 10.2. You must compensate us if you break the contract. If we end the contract in the situations set out above, we will refund any money you have paid in advance for goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract. We will let you know if this is the case, and the amount that we consider is due. Refunds will be processed subject to and in accordance with our returns policy www.myplayer.io/returns-policy
- 10.3. We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as reasonably possible in advance of our stopping the supply of the product and will refund any sums you have paid in advance for goods which will not be provided. Refunds will be processed subject to and in accordance with our returns policy www.myplayer.io/returns-policy

11. If there is a problem with the product

- 11.1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us by using the method(s) set out in clause 2.2 above.
- 11.2. **Your rights in respect of defective goods**
- 11.2.1. We warrant that on delivery the goods supplied by us shall:
 - 11.2.1.1. conform in all material respects with their description and any applicable specification;
 - 11.2.1.2. be free from material defects in design, material and workmanship; and
 - 11.2.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 11.3. Subject to clause 3, if:
- 11.3.1. you give us notice in writing that some or all of the goods do not comply with the warranty set out in clause 1:
 - 11.3.1.1. in the case of a defect that is apparent on normal visual inspection, within seven days of delivery of the relevant product to you; or
 - 11.3.1.2. in any other case, within thirty days of delivery of the relevant product to you
 - 11.3.1.3. we are given a reasonable opportunity of examining such goods; and
 - 11.3.1.4. you (if asked to do so by us) return such goods to our place of business (our Returns Policy www.myplayer.io/returns-policy explains who will bear the costs of return shipping), we shall, at our option, repair or replace the defective goods, or refund the price of the defective goods in full. Refunds will be processed subject to and in accordance with our returns policy www.myplayer.io/returns-policy .
- 11.4. We shall not be liable for the goods' failure to comply with the warranty in any of the following events:



- 11.4.1. You make any further use of such goods after giving notice;
- 11.4.2. the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or (if there are none) good trade practice regarding the same;
- 11.4.3. the defect arises because of the use of non-approved accessories or components;
- 11.4.4. the relevant goods have been subject to any alteration or repair by you or by a third party who is not one of our authorised repairers without our prior written consent;
- 11.4.5. the defect arises as a result of fair wear and tear, wilful damage, misuse and abuse, accident, negligence by you or any third party, or abnormal storage or working conditions; or
- 11.4.6. the goods differ from any applicable specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 11.5. If you fail to give notice of rejection in accordance with this agreement, you shall be deemed to have accepted the relevant goods.
- 11.6. Except as provided in this clause 11 we shall have no liability to you in respect of the goods' failure to comply with the warranty.
- 11.7. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these terms and conditions.
- 11.8. These terms and conditions shall apply to any repaired or replacement goods supplied by us.
- 11.9. You must return any rejected goods in accordance with our Returns Policy www.myplayer.io/returns-policy .Please note that goods remain at your risk until they are received by us at our returns address.
- 11.10. If we agree to refund the price of the rejected goods, your refund will be processed subject to and in accordance with our returns policy www.myplayer.io/returns-policy
- 11.11. Any applicable manufacturers' warranty www.myplayer.io/warranty-policy provided by us gives you separate additional rights to the warranty provided in clause 11.

12. Price and payment

- 12.1. **Where to find the price for the product.** The price of the product which excludes VAT will be the price indicated on the order pages or quotations when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However please see clause 3 for what happens if we discover an error in the price of the product you order.
- 12.2. **We will pass on changes in the rate of VAT and any other applicable taxes.** If the rate of VAT or any other applicable taxes change between your order date and the date we supply the product, we will adjust the rate that you pay, unless you have already paid for the product in full before the change takes effect.
- 12.3. **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have



been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4. When you must pay and how you must pay.

12.4.1. On shipping of your order, you will be provided with an invoice.

12.4.2. The invoice must be paid within 30 days of receipt.

12.4.3. You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.4.4. We may at any time, without notice to you set off any liability of you to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this contract. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to us under this contract or otherwise.

12.4.5. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the UK base lending rate from time to time in force. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.4.6. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. Our responsibility for loss or damage suffered by you if you are a business

13.1. Nothing in these terms shall limit or exclude our liability for:

13.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

13.1.2. fraud or fraudulent misrepresentation;

13.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;

13.1.4. any matter in respect of which it would be unlawful for us to exclude or restrict liability

13.1.5. Except to the extent expressly stated in this agreement, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded.

13.1.5.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

13.1.5.2. our total liability to you for all other losses arising under or in connection with the relevant contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to an amount not to exceed the price paid by you for goods under the relevant contract.

14. How we may use your personal information

14.1. How we will use your personal information. We will use the personal information that you provide to us:

14.1.1. To supply the goods to you;



14.1.2. To process your payment for the goods

Other Important Terms:

We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another person or organisation. We will always tell you in writing if this happens.

- You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer any applicable manufacturers warranty provided by us without our written agreement and without restriction.
- Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms
- If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.
- Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Contract Termination Form (Complete and return this form only if you wish to withdraw from the contract)	
To: MyPlayer Ltd, 250A Kennington Ln, London, SE11 5RD, England	
We [*] hereby give notice to cancel Our [*] contract of sale of the following goods:	
Ordered on [*]	received on [*]
Name	
Address	
Email Address	
Signature	
Date	

