



DECYBER
CYBER SECURITY MADE SIMPLE

Terms of Business Agreement – Insurance Services

DeCyber Limited (Company Registration Number: 11240047), Registered Office: 20 Gracechurch Street, London EC3V 0AF (“We”, “Our”, “Us”).

1. Regulatory Status

- 1.1 DeCyber Limited (FCA reference number 806586) is an Appointed representative of RFIB Group Limited (the Principal), UK FCA Firm Regulatory Number: 310508. Our permitted business is advising, arranging and assisting in the administration and performance of General Insurance contracts on behalf of the Principal.
- 1.2 RFIB Group Limited is an Independent Intermediary and Lloyd's Broker.
- 1.3 You can check the FCA registration at https://register.fca.org.uk/shpo_searchresultspage?search=decyber&TOKEN=3wq1nht7eg7tr or by contacting the FCA on 0800 111 6768.

2. Our Services

- 2.1 All the insurance products we arrange, including any amendments or renewals, are on a non-advised basis. We do not provide advice or recommendations.
- 2.2 We provide information to you to make an informed decision about the suitability of the insurance product for your needs, but We will not make a recommendation.
- 2.3 We will act on Your direct requirement and place your Insurance as requested.
- 2.4 We will not search the market to place your Insurance and have an arrangement with Talbot Underwriting Limited which will underwrite the business on behalf of Lloyd's syndicate 1183 (the Insurer). If it transpires We are unable to place your Insurance(s), We will advise you of that fact.
- 2.5 We will produce evidence of cover in a timely manner. The documentation We provide will confirm the basis of the cover, give details of the Insurer. It is your obligation to advise Us in good time if you require quotations for renewals and provide Us with details of any changes in information or coverage.
- 2.6 We act on behalf of an Independent Intermediary and we will act on your behalf in arranging your insurance requirements. In certain circumstances we may act for, or owe a duty of care to other parties such as the Insurer. We will inform you should this occur and there is any possible conflict.
- 2.7 We have regard to the financial standing of the Insurer with whom We place insurance but under no circumstance do We act as guarantor of any Insurer with which We place business. Insurers are covered by the Financial Services Compensation Scheme (FSCS), the UK's statutory fund of last resort. Further information about compensation scheme arrangement is available from the [FSCS](#).
- 2.8 We may, on occasion, be required to act on your behalf in respect of a claim. Should we be required to provide (at your request) a claims handling service, this may be subject to payment of a reasonable fee.

3. Your Responsibilities

- 3.1 Your duty not to misrepresent
 - 3.1.1 It is Your duty to take reasonable care to answer the Insurers' questions fully and accurately and to ensure that any information you volunteer is not misleading. This duty exists before the Contract is concluded, at the time of any variation of the Contract and upon renewal. You should also keep Us advised of any changes to information provided during the currency of the Contract, as these may also need to be disclosed. Failure to comply with this duty may entitle insurers to avoid the Contract from inception.

3.2 You agree:

- 3.2.1 to provide accurate, complete and timely information to enable Us to fulfil Our obligations to you under these Terms of Business and Our obligation to your insurers to make a fair presentation of the risk. You accept that all information provided to Us, will be shared with the insurer, in order to represent the risk fairly;
- 3.2.2 to read any documentation as soon as You receive it to understand its full terms and conditions and how they affect Your own and Insurers' obligations. Please contact Us immediately if there is anything in it that You do not understand or is incorrect. Failure to comply with the terms and conditions of the cover provided may mean that Insurers will not pay Your claim;
- 3.2.3 to give Us timely notification of a loss, claim or circumstance that may give rise to a claim in accordance with the notification provisions contained in Your policy. In the event of a claim You should contact Us as soon as possible;
- 3.2.4 to pay the premium and any relevant fees and taxes before the cover is inception, renewed or amended. Failure to pay the premium will result in the insurance not being inception / renewed / amended.

4. Documentation

- 4.1 Policy documentation will be issued to you electronically via secure download or email. Printed copies of documentation can be forwarded to you on request, subject to an administration fee which will be advised and may be amended from time to time.

5. Renewals

- 5.1 Your Insurance is based on the information you provided to Us. Renewal is invited on expiring terms, on the basis that there have been no changes to the risk or items being insured, other than those which have been specifically notified to us or the Insurer.
- 5.2 It is important that the information is checked carefully and confirm that it remains accurate and complete. You should notify Us immediately if the information is incorrect or your circumstance have changed so that we can update your details.
- 5.3 We will contact you before your policy is due for renewal and provide you with renewal terms. If you do not wish to renew your policy, you must inform us prior to the renewal date. Otherwise we will instruct your Insurer to renew your policy automatically.

6. Claims

- 6.1 In the event of a claim, or any circumstance which you believe may give rise to a claim, it is your responsibility to notify your insurers and your Policy documentation will include the required procedures and contact information.
- 6.2 The Insurer will require immediate notification of a claim and any delay on your part in notifying and/or completing any required forms could result in a loss not being paid.

7. Remuneration

- 7.1 Our remuneration may be as a) a fee, which is fully earned at inception, or b) a commission, which is a defined percentage of the Insurance premium payable by You and allowed by the Insurer, (which in certain cases may be a minimum premium), or c) a combination of a) and b).
- 7.2 We may make individual charges to cover the costs associated with administering your Insurance and will advise you of any fee prior to you paying it.
- 7.3 If you make a change or cancel your policy mid-term that results in a return of premium, we will retain any commission and/or fee amount to cover our administration costs.

8. Client Money

- 8.1 Client Money is money of any currency that is received and held in the course of carrying on Insurance mediation, or which is treated as "Client Money" in accordance with the FCA's Client Money rules.
- 8.2 RFIB Group Limited, our Principal, holds client money in accordance with a written agreement.
- 8.3 Client Money (comprising money from clients and money held on behalf of Insurers) is held in accounts that are subject to a formal trust (known in the UK as a non-statutory trust). This means that Client Money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before We receive payment from the Insurer.
- 8.4 Client Money may not be used to pay commissions before the relevant premium is received.

9. Cancellation

- 9.1 You have a right to cancel Your policy without penalty and without giving any reason, provided You do so within 14 days from the day the contract was concluded or within 14 days from the day on which You receive the contractual terms and conditions, whichever is the later.
- 9.2 If you wish to cancel your policy mid-term you must notify us / Your Insurer and surrender all documents we require, advising us of any incidents that could give rise to a claim under the policy. There may be a return of premium due to you in respect of the unexpired term, but this is at the discretion of the insurer. Refunds will be paid net of commission and any outstanding amounts
- 9.3 This Agreement will continue until terminated by either party giving 30 days' notice in writing to the other. In the event that you terminate Our services We will be entitled to receive any fees or commission payable for Insurance(s) that We have already placed.

10. Slavery/human trafficking

- 10.1 We are committed to preventing slavery and human trafficking in all Our corporate activities and will not provide Our Services to any Client knowingly involved in slavery and/or human trafficking. Both Parties shall insofar as required to do so, comply with their respective obligations and duties under relevant slavery and human trafficking law.

11. Data Protection and Confidentiality

- 11.1 We undertake to comply with Our obligations and duties under relevant data protection laws in all Our dealings with your personal data. Where We receive data that is not considered personal as far as such laws or requirements are concerned, We will treat such data as confidential and will not, therefore, disclose it to any other person not entitled to receive it except as may be necessary to fulfil respective obligations under this Agreement and as may be required by law or regulatory authority, if required.
- 11.2 We will collect data from You which is necessary for the set up and maintenance of Our business relationship and the underlying Insurance business.
- 11.3 All documentation held by Us in relation to the contracts underpinning this Agreement, shall be held in electronic format only.
- 11.4 Further information relating to our use of your personal data can be found in our Privacy Notice.

12. Complaints?

- 12.1 In the event that You are unhappy with Our services and to enable Us to make any necessary service improvements please contact Us, either;

In writing to:

The Complaints Manager, DeCyber Limited, 20 Gracechurch Street, London EC3V 0AF

or by email to

complaints@decyber.co.uk

12.2 Upon receipt of a complaint (or upon Your specific request) We will provide You with a copy of Our complaint handling procedures. We will endeavour to investigate and resolve Your complaint promptly and fairly in accordance with Our procedures, which may be found on Our website www.decyber.co.uk

12.3 If we are unable to resolve your complaint and you are one of the following:

- a consumer,
- a micro-enterprise (an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed EUR 2 million),
- a charity with an annual income of less than GBP 1 million,
- a trustee of a trust which has a net asset value of less than GBP 1 million,

you may be entitled to refer your complaint to the Financial Ombudsman Service ('FOS').

Their contact details are as follows: –

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,

Telephone:

0300 123 9 123 or 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk/consumer/complaints.htm

13. Governing Law and Jurisdiction

13.1 These Terms of Business shall be governed by and construed in accordance English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

These Terms of Business underpin the Insurance Services provided and are deemed accepted when the Insurance product is accepted.

Terms of Business Agreement – Non-Insurance Products and/or Services

Background

These terms only apply to the non-insurance products we supply. If you are purchasing insurance, the relevant terms are outlined above.

Where you purchase services, we are contracting as agent. The services will be actually supplied by another company. For information about which company is contracting with you and providing you with services and to see their terms of services, please see our solutions pages: decyber.co.uk/solutions

Where you purchase software, we are the reseller not the licensor. The software, and associated support services (if any) will be provided to you by the licensor. For the terms of the software licence, and for information about the licensor and the terms on which they provide support services, please see terms of services at decyber.co.uk/solutions

For information on how we collect personal information we hold about you, please see our [privacy policy](#).

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are services or digital content.

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 products 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 require any changes], please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms 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.

2. Information about us and how to contact us

2.1 Who we are. We are **Decyber Limited**, a company incorporated in England and Wales with registered number 11240047 having its registered office at 20 Gracechurch Street, London, EC3V 0AF.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0333 939 8454 or by writing to us at 20 Gracechurch Street, London, EC3V 0AF.

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.

2.4 "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. 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 your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. 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 a credit reference we have obtained for you does not meet our minimum requirements, 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.

3.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. 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. Our rights to make changes

5.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

5.2 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the products

6.1 We are agent for services. Where you purchase services, we are contracting as agent. The services will be actually supplied by another company. For information about which company is contracting with you and providing you with services, and to see their terms of services, please see decyber.co.uk/solutions

6.2 Software licence and support terms. Where you purchase software, we are the reseller not the licensor. The software, and associated support services (if any) will be provided to you by the licensor. For the terms of the software licence, and for information about the licensor and the terms on which they provide support services, please see decyber.co.uk/solutions

6.3 When we will provide the products. During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

6.4 We are not responsible for delays outside our control. If our supply of the products 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 products you have paid for but not received.

6.5 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 5).

6.6 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of one of supplier's product, unless the problem is urgent or an emergency. If we have to suspend as supplier's product for longer than 3 days (72 hours) in any one year we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 days (72 hours) and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

6.7 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice

(see clause 13.7). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.6).

7. Your rights to end the contract

7.1 Your right to end the contract. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 11 if you are a consumer and clause 12 if you are a business;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;
- (c) If you are a consumer and have just changed your mind about the product, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

7.2 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 (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree;
- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) digital products after you have started to download or stream these;

- (b) services, once these have been completed, even if the cancellation period is still running;
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them.

7.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, OwlDetetct, KYND, Wardwiz, CybSafe)?**
If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8. How to end the contract with us (including if you are a consumer who has changed their mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0333 939 8454 or email us at cancellations@decyber.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the product;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. In the case of annualised licenses this will be the full yearly license amount.

9.3 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 at least 4 weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0333 939 8454 or email us at complaints@decyber.co.uk.

Your rights in respect of defective products if you are a consumer

10.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **digital content**, for example [a mobile phone app or a subscription to a music streaming service], the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 7.3.

If your product is **services**, for example [a support contract for a laptop or tickets to a concert], the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.2.

11. Your rights in respect of defective products if you are a business

11.1 If you are a business customer we warrant that on delivery, and for a period of 12 months from the date of delivery (**warranty period**),] any products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship.

11.2 Subject to clause 12.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 12.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

11.3 We will not be liable for a product's failure to comply with the warranty in clause 12.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

11.4 Except as provided in this clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 12.1.

11.5 These terms shall apply to any repaired or replacement products supplied by us under clause 12.1.

12. Price and payment

- 12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 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.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products 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.
- 12.4 When you must pay and how you must pay.** When you must pay depends on what product you are buying – please see the website for further details.
- 12.5 Our right of set-off if you are a business customer.** If you are a business customer 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).
- 12.6 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 []% a year above the base lending rate of Lloyds Bank plc from time to time. 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.
- 12.7 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 consumer

- 13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill[, but we are not responsible for any loss or damage that is not foreseeable]. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence

of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.1.

13.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.4 When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

13.5 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

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

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

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

14.3 Subject to clause 15.1:

- (a) 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
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100 per cent of the total sums paid by you for products under such contract].

15. How we may use your personal information

15.1 How we will use your personal information. We will only use your personal information as set out in our [privacy policy](#).

16. Other important terms

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee at clause **Error! Reference source not found.** to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

16.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms[, except as explained in clause 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms].

16.4 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.

16.5 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 products, we can still require you to make the payment at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

16.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, 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.