



**PLAYERDATA LIMITED**

**TERMS AND CONDITIONS FOR THE SUPPLY OF HARDWARE AND THE  
PLAYERDATA APP AND SERVICES TO INDIVIDUALS**

PLAYERDATA LIMITED – TERMS AND CONDITIONS FOR THE SUPPLY OF HARDWARE AND THE  
PLAYERDATA APPS AND SERVICES TO INDIVIDUALS

1 **THESE TERMS**

1.1 **What these terms cover.** These are the terms and conditions on which we will supply the Hardware and the Subscription for the PlayerData Apps and the Services to you.

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 the 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 **Definitions.** The following definitions apply in these terms:

1.3.1 **“Hardware”** means the PlayerData wearable technology equipment described on our website and selected by you as part of your order and all related accessories, manuals and instructions provided for such equipment;

1.3.2 **“PlayerData App”** means the digital content consisting of the PlayerData mobile application as described on our website and selected by you as part of your order;

1.3.3 **“Products”** means the Hardware and/or the Subscription;

1.3.4 **“Services”** means the support services provided by us to enable you to use the PlayerData Apps as set out in Clause 5.4 and any other services selected by you as part of your order;

1.3.5 **“Subscription”** means your subscription to receive and use the PlayerData App and the Services provided by us for the duration of each Subscription Term; and

1.3.6 **“Subscription Term”** has the meaning given in Clause 5.1.

1.3.7 Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). Please see PlayerData’s Privacy Notice and Data Processing Agreement for further details.

1.3.8 UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications

Regulations 2003 (SI 2003/2426) as amended or replaced from time to time. Please see PlayerData's Privacy Notice and Data Processing Agreement for further details

## 2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are PlayerData Limited, a company registered in Scotland. Our company registration number is SC571960 and our registered office is at C/O WeWork, 80 George Street, Edinburgh, Scotland, EH2 3BU. Our registered VAT number is GB284983642.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01313576027 or by writing to us at support@playerdata.com.
- 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 send our order confirmation email to 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 in writing and will not charge you for the Products. This might be because the Hardware 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 Products or because we are unable to meet a delivery deadline you have specified.
- 3.3 **We only sell to the UK and Ireland.** Our website is solely for the promotion of our Products in the UK and Ireland. Unfortunately, we do not accept orders from addresses outside the UK for this Product at this time.

## 4 HARDWARE

- 4.1 **Hardware may vary slightly from pictures.** The images of the Hardware on our website are for illustrative purposes only. Although we have made every effort to display the colours and appearance of the Hardware accurately on our website, we cannot guarantee that a device's display of the colours and appearance accurately reflects the colours and appearance of the Hardware. The Hardware supplied to you may vary slightly from those images.
- 4.2 **Hardware packaging may vary.** The packaging of the Hardware may vary from that shown in images on our website.

## 5 SUBSCRIPTION FOR THE PLAYERDATA APPS AND SERVICES

- 5.1 **Automatic renewal of Subscription.** As part of your order you are required to select an automatically renewable term for your Subscription to use the PlayerData Apps and the Services (the “**Subscription Term**”). As more fully described on our website, you may select a Subscription Term of either: (i) one (1) month; (ii) three (3) months; (iii) six (6) months; (iv) nine (9) months; or (v) twelve (12) months. The first Subscription Term shall commence on the date of delivery of the Hardware to you. On the expiry of each Subscription Term, your Subscription will automatically renew for an additional Subscription Term of the same duration (or a new duration selected by you in advance of expiry of the relevant Subscription Term) and your Subscription will continue to automatically renew for subsequent Subscription Terms until either: (a) you choose to exercise your rights to end the contract; or (b) we choose to exercise our rights to end the contract.
- 5.2 **Prices and payment for each Subscription Term.** For your first Subscription Term, you must pay the price for the Subscription before you download the PlayerData App. The price payable by you for the duration of the first Subscription Term will be the relevant price for the Subscription that is specified on our website at the time you submit your order. For each renewed Subscription Term, you will be invoiced at the commencement of the renewed Subscription Term. Before we invoice you for the renewed Subscription Term, we will notify you in advance of the relevant price of the Subscription for the renewed Subscription Term, provided that such price will be in accordance with the price of the Subscription displayed on our website at the time of the commencement of the renewed Subscription Term. The price payable by you for the duration of each renewed Subscription Term will be the relevant price for the Subscription that is notified to you in advance. You must pay each invoice within seven (7) calendar days after the date of the invoice.
- 5.3 **Price changes on website.** We reserve the right to change or adjust the prices displayed on our website at any time. In accordance with Clause 5.2, the price that you pay for the Subscription will be notified to you in advance of each Subscription Term and will remain in place for the duration of the relevant Subscription Term.
- 5.4 **Support services provided to you.** As part of your Subscription, we will provide you with:
- 5.4.1 online training guides on how to use and operate the Hardware and the PlayerData App;
  - 5.4.2 access to online and remote technical support in relation to the Hardware and the PlayerData Apps; and
  - 5.4.3 a support / helpdesk service to answer specific questions that you may raise on the use and operation of the Hardware and the PlayerData App.

5.5 **Read-Only Access Period after the end of the contract.** After the end of the contract, we shall provide you with read-only access to the PlayerData App for a period of twelve (12) months from the date on which the contract comes to an end (“Read-Only Access Period”) in order to enable you to download any data that you have saved on the PlayerData App. After the expiry of Read-Only Access Period: (i) you will not have any access to the PlayerData App; and (ii) any data that you have saved on the PlayerData Apps will be permanently deleted and removed from our systems.

5.6 **Reactivating your account after the end of the contract.** For the duration of the Read-Only Access Period, you can choose to renew your Subscription for a renewed Subscription Term in accordance with these terms by reactivating your account within the PlayerData App, provided that you must pay the relevant price for the renewed Subscription Term as specified on our website before you gain full access to the PlayerData App for the purposes of the Subscription.

## 6 **OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the Products.** We may change the Products:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Products.

6.2 **More significant changes to the Products and these terms.** In addition, as we informed you in the description of the Products on our website, we may make more significant changes to the Products and these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

6.3 **Updates to digital content.** We may update or require you to update digital content (including the PlayerData App), provided that the digital content shall always match the description of it that we provided to you before you bought it or before the commencement of any renewed Subscription Term (if applicable).

## 7 **PROVIDING THE PRODUCTS**

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

7.2 **When we will provide the Products.**

7.2.1 **Hardware.** We will deliver the Hardware to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

7.2.2 **Subscription.** We will supply the Subscription for you to use the PlayerData App and the Services in accordance with these terms for the duration of your

first Subscription Term and each renewed Subscription Term until: (i) you end the contract as described in Clause 8; or (ii) we end the contract by written notice to you as described in Clause 10.

- 7.3 **We are not responsible for delays or failure to supply outside our control.** If our supply of the Products is delayed or prevented 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 or failure to supply 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.
- 7.4 **If you are not at home when the Hardware is delivered.** If no one is available at your address to take delivery and the Hardware cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Hardware from a local depot.
- 7.5 **If you do not re-arrange delivery.** If, after a failed delivery of the Hardware to you, you do not re-arrange delivery or collect the Hardware from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10.2 will apply.
- 7.6 **When you become responsible for the Hardware.** The Hardware will be your responsibility from the time we deliver the Hardware to the address you gave us or you or a carrier organised by you collect it from us.
- 7.7 **When you own the Hardware.** You own the Hardware once we have received payment in full.
- 7.8 **What will happen if you do not give required information to us?** We may need certain information from you so that we can supply the Products to you, for example, your full name, contact details, and postal address. If so, this will have been stated in the description of the Products on our website at the time that you submitted your order. If you have not provided the required information as part of your order, we will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.9 **Reasons we may suspend the supply of Products to you.** We may have to suspend the supply of the Hardware or the Subscription to:
- 7.9.1 deal with technical problems or make minor technical changes;

7.9.2 update the Hardware or the PlayerData App to reflect changes in relevant laws and regulatory requirements; or

7.9.3 make changes to the Hardware or the PlayerData App as notified by us to you (see Clause 6).

7.10 **Your rights if we suspend the supply of Products.** We will contact you in advance to tell you we will be suspending supply of the Hardware or the Subscription, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the supply of the Hardware for technical reasons, or tell you we are going to suspend the supply of the Hardware for technical reasons, in each case for a period of more than fourteen (14) days and we will refund any sums you have paid in advance for the supply of the Hardware. You may contact us to end the contract if we suspend your Subscription for technical reasons, or tell you we are going to suspend your Subscription for technical reasons, in each case for a period of more than fourteen (14) days and we will refund any sums you have paid in advance for your Subscription in respect of the remaining period of the relevant Subscription Term after you end the contract. Your rights to end the contract under this Clause 7.10 do not apply if we suspend the supply of the Hardware or the Subscription in accordance with Clause 7.11.

7.11 **We may also suspend supply of the Hardware or the Subscription if you do not pay.** If you do not pay us for the Hardware or the Subscription when you are supposed to (see Clause 5.2 and Clause 12.4), we may suspend supply of the Hardware or the Subscription (as applicable) until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Hardware or the Subscription. We will not suspend the Hardware or the Subscription where you dispute the unpaid invoice (see Clause 12.6). We will not charge you for the Hardware or the Subscription during the period for which the supply of the Hardware or the Subscription is suspended. As well as suspending the Hardware or the Subscription we can also charge you interest on your overdue payments (see Clause 12.5).

## 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 whether there is anything wrong with the Products, how we are performing, and when you decide to end the contract:

8.1.1 **If the goods or digital content you have bought are faulty or misdescribed you may have a legal right to end the contract** (or to get the goods or digital repaired or replaced or to get some or all of your money back), **see** Clause 11;

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, see** Clause 8.2;

8.1.3 **If you have just changed your mind about the Hardware or the Subscription, see** Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of the Hardware (if applicable);

8.1.4 **When you wish to cancel the Subscription and end the contract (if we are not at fault and there is no right to change your mind), see** Clause 8.6.

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 Clause 8.2.1 to 8.2.5 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:

8.2.1 we have told you about an upcoming change to the Products or these terms which you do not agree to (see Clause 6.2);

8.2.2 we have told you about an error in the price or description of the Hardware and/or the Subscription you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the Hardware and/or the Subscription for technical reasons, or notify you we are going to suspend the Hardware and/or the Subscription for technical reasons, in each case for a period of time longer than the relevant period specified in Clause 7.10; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most types of goods or digital content 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.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of the Subscription after you have started to download the PlayerData App

8.5 **How long do I have to change my mind?**

8.5.1 **Subscription for use of the PlayerData App and the Services.** You have fourteen (14) days after the day we email you to confirm we accept your initial order for the Subscription, or, if earlier, until the time when you start downloading the PlayerData App, in order to change your mind about the Subscription. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

8.5.2 **Hardware.** You have fourteen (14) days after the day you (or someone you nominate) receives the Hardware in order to change your mind about the Hardware.



8.6 **Cancellation of Subscription and ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see Clause 8.1), you can still cancel your Subscription and end the contract in accordance with this Clause 8.6. You may cancel your Subscription and end the contract at any time, provided that the cancellation of the Subscription and ending of the contract will only take effect at the expiry of the existing Subscription Term that is in force in respect of your Subscription. You will not receive a refund in respect of the existing Subscription Term for which you have already paid the price. However, if you choose to cancel your Subscription and end the contract, there will not be any renewal of the Subscription Term following the expiry of the existing Subscription Term and there will not be any future payments to be made in respect of the Subscription. After you have submitted your notice of cancellation of the Subscription, you will still have full access to your Subscription until the expiry of the existing Subscription Term. For example, if you tell us you want to cancel the Subscription and end the contract on 14 February and the Subscription Term expires on 3 March, we will continue to supply the Subscription to you until 3 March and you will have full access to the PlayerData App and the Services during this period.

## 9 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

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

9.1.1 **PlayerData App.** Log into your account via the PlayerData app and cancel your subscription using the cancel subscription button.

9.1.2 **Phone or email.** Call customer services on 01313576027 or email us at support@playerdata.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2 **Post.** Send a letter to our registered offices. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 **Returning the Hardware after ending the contract.** If you end the contract and are entitled to a refund in respect of the Hardware (for whatever reason) after the Hardware has been dispatched to you or you have received the Hardware, you must return the Hardware to us. You must post the Hardware back to us at % WeWork, 80 George Street, Edinburgh, EH2 3BU. Please call customer services on 01313576027 or email us at support@playerdata.com for a return label. If you are exercising your right to change your mind you must send off the Hardware within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return.** We will pay the costs of return of the Hardware:

9.3.1 if the Products are faulty or misdescribed;

- 9.3.2 if you are ending the contract because of an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return of the Hardware.

- 9.4 **How we will refund you.** 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.

- 9.5 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

9.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Hardware, if this has been caused by your handling them in a way which would not be ordinarily permitted or reasonably expected. If we refund you the price paid before we are able to inspect the Hardware and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.5.2 The maximum refund for delivery costs in respect of the Hardware will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of the Hardware within 3-5 days at one cost but you choose to have the Hardware delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

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

9.6.1 If you are returning the Hardware, your refund will be made within 14 days from the day on which we receive the Hardware back from you or, if earlier, the day on which you provide us with evidence that you have sent the Hardware back to us. For information about how to return the Hardware to us, see clause 9.2.

9.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## 10 **OUR RIGHTS TO END THE CONTRACT**

- 10.1 **We may end the contract if you break it.** We may end the contract for the Subscription and/or the Hardware at any time by writing to you if:

- 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 Products, for example, full name, contact details, postal address and/or any other types of information specified on our website or otherwise notified to you;
- 10.1.3 you do not, within a reasonable time, allow us to deliver the Products to you;  
or
- 10.1.4 you break these terms in a serious way, provided that if what you have done can be put right we will give you a reasonable opportunity to do so.
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 10.1 we may charge you reasonable compensation for the reasonable costs we will incur as a result of your breaking the contract.
- 10.3 **We may withdraw the Products.** We may write to you to let you know that we are going to stop providing the Hardware and/or the Subscription. We will let you know at least one (1) month in advance of our stopping the supply of the Hardware and/or the Subscription and will refund any sums you have paid in advance for Products which will not be provided.
- 11 **IF THERE IS A PROBLEM WITH THE PRODUCTS**
- 11.1 **How to tell us about problems.** If you have any questions or complaints about any of the Products, please contact us. You can telephone our customer service team at 01313576027 or write to us at support@playerdata.com.
- 11.2 **Summary of your legal rights.** 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

For **goods**, for example the Hardware, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to five years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 8.3 (*Exercising your right to change your mind (Consumer Contracts Regulations 2013)*).

For **digital content**, for example the Subscription to use the PlayerData Apps and the Services, 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 8.3 (*Exercising your right to change your mind (Consumer Contracts Regulations 2013)*).

11.3 **Your obligation to return rejected Hardware.** If you wish to exercise your legal rights to reject Hardware you must post the Hardware back to us. We will pay the costs of postage. Please call customer services on 01313576027 or email us at support@playerdata.com for a return label.

## 12 **PRICE AND PAYMENT**

12.1 **Where to find the price for the Products.** The price of the Products (which includes VAT) will be the price indicated on the order pages when you placed your order, provided that the price of the Subscription for any renewed Subscription Term will be notified to you in accordance with Clause 5.2. We take all reasonable care to ensure that the price of the Products advised to you is correct. However please see Clause 12.3 for what happens if we discover an error in the price of the Products you order.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date (or the date we notify you of the price of the Subscription for any renewed

Subscription Term in accordance with Clause 5.2) and the date we supply the Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products 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, the Products may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the Products at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the Products 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 Hardware provided to you.

12.4 **When you must pay and how you must pay.** We accept payment with debit or credit cards. Details of when you must pay for the Products is set out below:

12.4.1 **Hardware.** We will charge your debit or credit card before we dispatch the Hardware to you.

12.4.2 **Subscription.** You must pay for the Subscription for each Subscription Term (including the first Subscription Term and each renewed Subscription Term) as described in Clause 5.2.

12.5 **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 2% a year above the base lending rate of Bank of Scotland 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 judgement. You must pay us interest together with any overdue amount.

12.6 **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**

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 11.2; and for defective Products under the Consumer Protection Act 1987.

13.3 **When we are liable for damage to your property.** 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.

13.4 **We are not liable for business losses.** We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 14 **HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy: <https://www.playerdata.com/support/privacy>.

#### 15 **OTHER IMPORTANT TERMS**

15.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

15.2 **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.

15.3 **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.

15.4 **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.

15.5 **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.

- 15.6 **Which laws apply to this contract and where you may bring legal proceedings?** These terms are governed by the law of Scotland and you can bring legal proceedings in respect of the Products in the Scottish courts. If you live in England or Wales you can bring legal proceedings in respect of the Products in either the Scottish courts or the courts of England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Scottish courts or the Northern Irish courts.

Schedule 1

**MODEL CANCELLATION FORM**

*(Complete and return this form only if you wish to withdraw from the contract)*

To PlayerData,% WeWork, 80 George Street, Edinburgh EH2 3BU, 01313576027,  
support@playerdata.com

I/We \* hereby give notice that I/We \* cancel my/our \* contract of sale of the following goods  
\*/for the supply of the following service \*,

Ordered on \*/received on \*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)(only if this form is notified on paper),

Date

[\*] Delete as appropriate

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