

These are the (only) terms that apply if you buy anything from us. Terms provided by you will not apply.

The Device and the Service (more information on which is below) are designed to be used in the UK. The Device and Service may not work on foreign cellular networks, and, even if they do work, we can take only limited action if the Device or Service is used outside the UK – this is limited to calling Registered Contacts.

## **This is an ongoing agreement, and you can end it at any time**

We provide our Service in blocks of three months. You must pay for each block of three months in advance. (See “Paying for the Service” for more information on payments.)

You can tell us that you want to terminate this agreement at any time, by notifying us (see “Notices (telling us things)” on how to do this), and the Service and this agreement will terminate within approximately 48 hours.

## Who's who

**We** are Minder Limited, trading as Mindme.

**You** are the person entering into this agreement with **us**. This means that you are committing to pay the charges, and to do what this agreement requires you to do.

If you are not the person who is using the Device or the Service (see below, for what they are), the person who is is the **Service User**. In that case, the Service User is not a party to this agreement, and so has no obligations or rights under it.

If you are not the Service User, you are free to give the Device to the Service User, so that they can use the Service, but you are responsible for paying the charges, and for ensuring that the Service User does not do anything which, if you did it, would be a breach of this agreement. In other words, you are responsible for what the Service User does, or does not do, with the Device and the Service.

If you are not the Service User, you must explain to the Service User the nature of the Device and the Service, and give them a copy of, or a link to, our Privacy Policy<sup>1</sup>.

The Platform has space for information about **Registered Contacts**. These are people who you, or the Service User if that's not you, identify as possibly being able to help in the event of an emergency. You must give each Registered Contact a copy of, or a link to, our Privacy Policy<sup>1</sup>.

You are responsible for ensuring that the details of each Registered Contact are accurate and up to date at all times. This is really important.

If applicable, you must not (and, if you are not the Service User, you must ensure that the Service User does not) activate the SOS button until the user information form has been filled in and saved.

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<sup>1</sup><https://mindme.care/legal/privacy-policy>

## Your right to cancel if you are a consumer

If, for the purposes of consumer protection law, you are a consumer, you can cancel this agreement (which automatically cancels the Service) within 28 days of the date on which you (or a person identified by you) came into possession of the Device. To do this, you must notify us, and tell us you are cancelling the agreement.

If you do this, you must send the Device back to us, at your cost. We suggest that you use a tracked, insured option. You must obtain and keep evidence that you have done so, in case it goes missing before it gets to us.

Within 14 days of getting the Device back from you, we will reimburse all payments we have received from you, with the exception of payments for delivery, which will refund in line with the least expensive delivery option we offer (even if you chose a more expensive delivery option). This paragraph remains in effect even after after this agreement ends.

## About the Device

The **Device** is the physical equipment, which is used to send location messages and/or make and receive voice calls.

Once we've received your payment in full for it, the Device (but not the SIM card (see below) is yours.

## Things that can stop the Device from working properly

We do our best to provide a robust, reliable Device, but we cannot guarantee that it will always work properly. In particular, the Device may fail, or cease to work correctly, in any one or more of the following situations:

- The Device is used other than in accordance with our instructions and advice.
- The Device's battery is empty, or the capacity of the battery is degraded. The Device needs charging and, inevitably, the capacity of the battery gets worse over time.
- The Device is unable to receive signals from three or more GPS satellites. This can happen in a built-up area, or in a home with thick walls.
- The Device is unable to connect to a mobile network, or is unable to make calls, send messages, or transmit data. Again, this could be because of thick walls, or a network outage, or a coverage "black spot".
- The Device has been broken, damaged, abused or misused, or has been penetrated by or exposed to water or moisture.

You have a role to play in checking that the Device is working correctly, and that the Service User knows how to use it: you must check the Device is working correctly each day, and you must test the alarm functionality at least once a month. If you

are not the Service User, you must show the Service User what to do to check it and test it, and explain to them the circumstances in which it might not work properly.

You expressly agree that you use the Device at your sole risk, or that the Service User uses the Device at their sole risk.

## **Limited guarantee**

We promise that the Device will, at the time of delivery and for a period of 12 months from the date of delivery, be free from manufacturing defects.

If you show us that this is not the case, we will either replace the Device or fix it (it's our choice about what we do). We may require you to return the Device to us. This is limited to manufacturing defects and will not apply to any parts of the Device which have, in our reasonable opinion, been damaged, modified, or misused.

## The Platform and the Service

The **Platform** is our online service, which allows Service Users, and people authorised by the Service User, to interact with, and view information relating to, Devices.

The **Service** is our overarching package of services, as set out on our website, which we can update from time to time. The Service includes the provision of cellular connectivity, the Platform, and access to the Emergency Response Centre (according to Service purchased) (of which, more later).

We will do our best to provide the Service when we say we will, but we cannot promise to do so, and any dates or times we give are approximate.

Likewise, we will do our best to provide the Platform and the Service, but we do not promise that they will always be available, or error free. We may also suspend the Platform or the Service, or your or the Service User's access to the Platform or the Service (see the section below, on Suspension). We are not liable to you if the Platform or Service is not working, or not working properly, at any point or if we have suspended the Platform or the Service, or your or the Service User's access to it.

From time to time, we will need to suspend or restrict access to the Platform to carry out maintenance, repairs, or for the introduction of new pages or facilities.

## Accessing the Platform

Access to the Platform requires the Device's username, and either or both a PIN and a password.

You can give this information to whomever you want, but whoever has the PIN can view information about the Service User (including their location), and whoever has the password can make changes to the Service, so we suggest you think carefully before handing them out. If you give access to someone, that's your choice, and you are responsible for what they do with that access.

You must tell us immediately if you become aware that the Device's username, PIN, or password has become known to someone who shouldn't know it, or that it is being used improperly.

## The Emergency Response Centre

The **Emergency Response Centre** is the organisation that answers calls for assistance. We aim to run this 24 hours a day, 365 days of the year.

The Emergency Response Centre is a shared resource, to be used only in cases of genuine emergency and once a month to check your Device is working. If we reasonably suspect abuse or misuse of the Emergency Response Centre, or if you or your Service User is using it excessively (i.e. more than you reasonably need to; if you happen to have frequent genuine emergencies, that is fine), we may suspend or terminate your access to the Emergency Response Centre.

To protect your or the Service User's data, the Emergency Response Centre may refuse to provide information if the staff member taking the call is unable to determine the identity or authorisation of the caller. We are not responsible for losses arising in connection with this.

The Emergency Response Centre may not always be able to identify the current location of the Service User.

If we or the Emergency Response Centre consider it appropriate to do so, we or the Emergency Response Centre may:

- ask one or more emergency services to attend the Service User
- supply a Registered Contact, an emergency service or any relevant third party, with any medical or other information.

We are not responsible for the acts or omissions of any emergency service (including the time it takes for an emergency service to reach the Service User), a Registered Contact, or any third party. This includes any charge or expense which they might incur or impose.

When this agreement comes to an end, you (and the Service User, if you are not the Service User) will no longer have access to the Emergency Response Centre.

## **The SIM card and communications charges**

The SIM card – the small plastic thing with shiny gold contacts, which is already in the Device - remains our property.

You must look after it and, in particular, you must not remove the SIM card from the Device, or let anyone else do so. If you are not the Service User, you must tell the Service User not to remove the SIM card from the Device.

If the SIM card is removed from the Device, the Device will not work.

Fair use of the SIM card and the communications services enabled by the SIM card is included in the Service. Our Fair Use Policy<sup>2</sup>. You are liable for any usage which exceeds the limits in our Fair Use Policy (whether caused by you or someone else).

If the SIM card or the Device is lost or stolen, you must tell us as soon as possible by email or phone. You are liable for any costs associated with usage of the SIM card or device up until you have told us.

## **Paying for the Service**

The Service comes in three-month blocks. You must pay for each three-month block in advance.

You must pay us, by the due date, using a means of payment which we accept at the time of payment.

If we do not receive your payment in full, and on time, we may suspend the Service and, if non-payment goes on for what we consider to be too long, we may terminate the Service.

If we do either or both of these things, we are not liable for any losses which you, or the Service User, might suffer. This paragraph remains in effect even after this agreement ends.

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<sup>2</sup><https://mindme.care/legal/fair-usage-policy>

## **Suspending the Platform or the Service (or both) or your access to them**

We may, without liability to you, suspend either or both the Platform or the Service, or your or the Service User's access to them:

- in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, any emergency service or any other competent regulatory authority;
- to carry out routine or emergency maintenance or repair work on the Service or any of our networks and services;
- in the event of force majeure circumstances (see below);
- if, acting reasonably, we suspect abuse of the Service such as hoax or unwarranted calls to the Response Centre or abuse of their staff;
- as set out elsewhere in this agreement.

We will, if we reasonably can, give reasonable prior notice of any suspension and details of the anticipated length of the suspension, but this may not always be possible.

We are not liable to you if we have suspended the Platform or the Service, or your or the Service User's access to it. This paragraph remains in effect even after this agreement ends.

If we suspend your or your Service User's access to the Platform or the Service because you have paid late or not paid us in full, once you've paid us in full, we may end the suspension, subject to you paying us any additional costs connected with the suspension or ending it.

## Terminating this agreement

### If you want to terminate this agreement

You can tell us that you want to terminate this agreement at any time, by notifying us (see below for information on how to do this), and the Service and this agreement will terminate within approximately 48 hours.

If you give notice of termination part-way through a three-month block, you do not get a refund.

### If we want to terminate this agreement

We can terminate this agreement at any time, by giving you three months' notice. The Service and this agreement will terminate at the end of that notice period, or at a point in the future after that which we notify to you.

We can terminate this agreement immediately (i.e. without giving you three months' notice) if:

- you fail do something which you are required to do under this agreement, and we tell you and ask you to do it, and you still have not done it 14 days later;
- any information provided by you or on your behalf, or which we otherwise rely upon, is or becomes inaccurate, incomplete, or incorrect to an extent that, in our reasonable opinion, it affects our ability to provide the Service; or
- you don't pay us on time, and in full.

## What happens on termination

On termination, we will deactivate the SIM. The Service will no longer work, the Device will no longer be available from or visible within the Platform, and you will no longer have access to the Emergency Response Centre.

If you are not the Service User, you must tell the Service User that the Service is terminated.

You must pay any outstanding charges immediately on termination. If you don't, we can recover these charges from you, plus the costs we incur in doing so.

You do not get a refund of any sums you have already paid us.

This whole section remains in effect even after after this agreement ends.

## Notices (telling us things)

For general contact and queries, you can find our contact details on our website<sup>3</sup>.

To give notice to us under this agreement, you must use one of the following things (and we will use one of the following things to give notice to you):

- by hand - in which case notice is deemed to have been received at the time of delivery;
- by first class pre-paid post - in which case notice is deemed to have been received 72 hours after the date of posting; or
- by electronic mail - in which case notice is deemed to be received within six hours of being sent unless an undeliverable message is received.

This whole section remains in effect even after after this agreement ends.

## Events beyond our reasonable control

We are not liable to you for any damage or loss that you suffer as a direct or indirect result of the supply of the Service or the Device being prevented hindered delayed cancelled or rendered uneconomic by reason of circumstances or events beyond our reasonable control (**force majeure circumstances**) including but not limited to government regulations, fire, flood, war, civil war, terrorism or an act of God.

If we are affected by force majeure circumstances, we will notify you as soon as reasonably practicable.

This whole section remains in effect even after this agreement ends.

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<sup>3</sup><https://mindme.care>

## **Our liability to you**

Nothing in this agreement will limit our liability for death or personal injury resulting from our negligence, or in any way which is prohibited under law in any part of the United Kingdom.

We are deemed not to be negligent merely because:

- we suspended or terminated the Service in line with this agreement, or
- the Device or Service did not always work or work correctly.

We are not liable for:

- any loss of profits, goodwill, business opportunity or anticipated savings, business interruption, loss of programs or other data, in each case whether incurred directly or indirectly;
- any indirect, incidental, consequential, special or punitive loss or damage whatsoever and howsoever arising regardless of whether such loss or damage was reasonably foreseeable by the parties.

Subject to the sentences above, our total liability to you arising out of or in connection with this agreement will in no circumstances exceed the sum which we have received from you, relating to the Device or Service in question, in the period of twelve months before the event which gave rise to the claim (or, if there are multiple events or claims, the first event).

This whole section remains in effect even after after this agreement ends.

## General bits

If we want to vary this agreement, we will notify you. If you do not agree to the variation, you can terminate the Service.

If any part of this agreement is held to be invalid, illegal or unenforceable in any respect whether in whole or in part such invalidity, illegality or unenforceability will not prejudice the effectiveness of the remainder of the agreement.

We may transfer, novate, or assign this Agreement to a third party. You may only do so with our written permission (but this does not stop you from giving the Device to someone, for them to use).

Failure to exercise or enforce any rights under the Agreement will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter

Anyone who is not a party to this agreement (including the Service User, if you are not the Service User) has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of it.

This agreement, and any claims arising out of or in connection with this Agreement (including non-contractual claims), are subject to English law (or, if you are a consumer and live in a part of the United Kingdom which is not England, the law of that part of the United Kingdom) and all claims are subject to the exclusive jurisdiction of the English courts (or, if you a consumer and lives in a part of the United Kingdom which is not England, the courts of that part of the United Kingdom).

This whole section remains in effect even after after this agreement ends.

Last updated on 1 April 2024.