

MOTI ME ONLINE TERMS AND CONDITIONS OF SUPPLY

THESE TERMS MAY HAVE CHANGED SINCE YOU LAST REVIEWED THEM

For a list of changes and when they were made, please see [LINK].

WHERE TO FIND INFORMATION ABOUT US AND OUR PRODUCTS

You can find everything you need to know about us, Moti Me Ltd (a company registered in England with company registration number 13511605 and whose registered office is at The Studio, Holywell Way, Loughborough LE11 3UZ, England), and our products on our website before you order. We also confirm key information to you in writing after we've accepted your order.

WE DON'T GIVE BUSINESS CUSTOMERS ALL THE SAME RIGHTS AS CONSUMERS

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product, and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

WHEN YOU BUY FROM US YOU ARE AGREEING THAT:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when you order.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- We charge you if you fail to take delivery of any products and we need redeliver.
- If you are a consumer and you bought online, you have a legal right to change your mind.
- You can end an on-going contract (find out how).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

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 us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

WE ONLY ACCEPT ORDERS WHEN WE'VE CHECKED THEM

We contact you to confirm we've received your order and then we contact you again to confirm whether we've accepted it.

SOMETIMES WE REJECT ORDERS

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside the UK and/or any of our other delivery areas, as stated on our website from time to time, or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

WE CHARGE YOU WHEN YOU ORDER

However, for some products we take payment at regular intervals, as explained to you during the order process. If your product is goods (rather than digital content or services), you will own it once we have received payment in full.

IF YOU ARE A BUSINESS CUSTOMER YOU HAVE NO SET-OFF RIGHTS

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).

WE CHARGE INTEREST ON LATE PAYMENTS

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

WE PASS ON INCREASES IN VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

If our supply of your product is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: <https://www.motimefamily.com/contact-us> to end the contract and receive a refund for any products you have paid for in advance but not received.

PRODUCTS CAN VARY SLIGHTLY FROM THEIR PICTURES

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

WE CHARGE YOU IF YOU FAIL TO TAKE DELIVERY OF ANY PRODUCTS AND WE NEED TO REDELIVER

We charge you additional sums if you fail to take delivery of any products on the relevant delivery date, as agreed with us. For example, we might in such circumstances need to re-deliver at another time, on another vehicle and/or with different or extra manpower.

IF YOU ARE A CONSUMER AND YOU BOUGHT ONLINE, YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND

Your legal right to change your mind. For most of our products bought online, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

Your legal rights
14 days to change your mind online.
You pay costs of return.

When you can't change your mind. You can't change your mind about an order for:

- digital products, after you have started to download or stream these;
- services, once these have been completed;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product, you must let us know no later than 14 days after:

- the day we deliver your product, if it is **goods**. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery.
- the day we confirm we have accepted your order, if it is for a **service**.
- the day we confirm we have accepted your order, if it is for **digital content for download or streaming**, although you can't change your mind about digital content once we have started providing it.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team: <https://www.motimefamily.com/contact-us>.

You have to return the product at your own cost. If your product is goods, you have to return it (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

- return the product by contacting our Customer Service Team: <https://www.motimefamily.com/contact-us>. You will need proof of purchase and the card you paid with.
- send the product back to us, using an established delivery service. You should keep a receipt or other evidence from the delivery service that proves you have sent the product and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, please contact our Customer Service Team: <https://www.motimefamily.com/contact-us>.

You have to pay for services you received before you change your mind. If you bought a service we don't refund you for the time you were receiving it before you told us you'd changed your mind.

We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new" or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team: <https://www.motimefamily.com/contact-us> can advise you on whether we're likely to reduce your refund.

When and how we refund you. If your product is a service, digital content or goods that haven't been delivered, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

YOU CAN END AN ONGOING CONTRACT (FIND OUT HOW)

We tell you when and how you can end an **on-going** contract with us (for example, for regular services or a subscription to digital content or goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: <https://www.motimefamily.com/contact-us>.

YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR PRODUCT

Return the product to us. If you think there is something wrong with your product, you must contact our Customer Service Team: <https://www.motimefamily.com/contact-us>.

Your rights and remedies if you are a consumer. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For example, you cannot claim for defects or damage that you have caused to goods (including attempting to repair a product yourself or making it worse), you do not have a right to claim for defects or damage if you misuse the product or fail to follow our instructions for its use, and you do not have a right to bring a claim if you chose the product for a specific purpose that was neither obvious nor made known to us and it turns out the product isn't suitable for that purpose. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes with us.

Summary of your key legal rights

If your product is **goods**,, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following (subject to any applicable exception):

Up to 30 days: if your goods are faulty, then you can get a refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

After six months: if your goods do not last a reasonable length of time, you may (subject to the applicable 6-year limitation period for bringing any related claim) be entitled to some money back, provided that you do not have any right to claim for faults that are a result of normal wear and tear that happens over time.

If your product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality and:

If your digital content is faulty, you're entitled to a repair or a replacement.

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.

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.

If your product is **services**, the Consumer Rights Act 2015 says:

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.

If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

Your rights if you are a business. We warrant that on delivery, and for a period of six months from the date of delivery (**warranty period**), any products which are goods shall:

- conform in all material respects with their description and any relevant specification;
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

Your remedies if you are a business. Unless an exception applies (please see **Exceptions to business customers' warranty**) if:

- you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the business customer warranty (please see **Your rights if you are a business**);
- we are given a reasonable opportunity of examining such product; and
- 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 and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement products supplied by us.

Exceptions to business customers' warranty. We will not be liable for a product's failure to comply with the business customer warranty (please see **Your rights if you are a business**) if:

- you make any further use of such product after telling us it is non-compliant;
- the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the product or (if there are none) good trade practice;
- you alter or repair the product without our written consent; or
- the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

WE CAN CHANGE PRODUCTS AND THESE TERMS

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;

- to make minor technical adjustments and improvements. These are changes that don't materially affect your use of the product; and
- to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

Changes we can only make if we give you notice and an option to terminate. We can also make major technical adjustments and improvements to the product, i.e. changes that materially affect your use of the product, or changes to these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: <https://www.motimefamily.com/contact-us> to end the contract before the change takes effect and receive a refund for any products you've paid for in advance but won't receive.

WE CAN SUSPEND SUPPLY (AND YOU HAVE RIGHTS IF WE DO)

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (please see **We can change products and these terms**).

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the provision of a product, such as an ongoing service or a subscription for digital content or goods, and the period of suspension is likely to be substantial, we adjust the price so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, and the period of suspension is likely to be substantial, you can contact our Customer Service Team: <https://www.motimefamily.com/contact-us> to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

WE CAN WITHDRAW PRODUCTS

We can stop providing a product, such as an ongoing service or a subscription for digital content or goods. We let you know as soon as reasonably possible in advance and we refund any sums you've paid in advance for products which won't be provided.

WE CAN END OUR CONTRACT WITH YOU

We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:

- you don't make any payment to us when it's due and you still don't make payment within a reasonable time of our reminding you that payment is due; or
- you don't, within a reasonable time, allow us to deliver the product to you and/or take delivery of the product from us.

WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR PRODUCTS

Our liability to consumers. We're not responsible for losses you suffer caused by us breaking this contract unless if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section **We're not responsible for delays outside our control**.

- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in **Our liability to businesses**.

Our liability to businesses. If you're a business, then, except in respect of the losses described in **Losses we never limit or exclude**:

- 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
- 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 the total sums paid by you for products under such contract.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- 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;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

No implied terms about goods. Except to the extent expressly stated in **Your rights if you are a business**, we exclude 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.

WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE

How we use any personal data you give us is set out in our Privacy Notice: <https://www.motimefamily.com/terms-and-policies>.

YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

Our complaints policy. Our Customer Service Team: <https://www.motimefamily.com/contact-us> will do their best to resolve any problems you have with us or our products.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution (**CEDR**) through their website at <https://www.cedr.com>. CEDR does not generally charge you for making a complaint and if you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this. If you're a consumer you need our agreement to transfer your contract with us (such agreement not to be unreasonably withheld, conditioned or delayed) and, as a condition of providing such agreement, we can require the new owner to prove you transferred the product to them. If you're a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it (other than someone you (as a consumer) told us you were giving a product to as a present) and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.