



This Agreement sets out both of our rights and responsibilities. It is for consumer customers who take services from us for their own personal use.

HERE IS A QUICK SUMMARY OF OUR CUSTOMER PROMISE TO YOU, AS PART OF THE KEY TERMS AND CONDITIONS

- 1. Charges/Price increases - Our customer promise is that when we agree a price with you we will not increase nor change it along the duration of the agreement, even in the event that any of our providers (device manufacturers, communication providers or any other) increase or change their prices.**
- 2. The Change-Your-Mind Period - Our customer promise is that if you change your mind about XPLORA products you've bought from us, you may be entitled to return items and get a full refund of any payment done within 14 days after delivery date of the device and the SIM to you.**
- 3. Your Agreement Period - Our customer promise is that in case you want to cancel your service, we will not charge you for the communications services included in our agreement after the initial 12 months, though a termination fee may apply regarding hardware or other services.**
- 4. The Services and Device we supply and what you can expect of us - Our customer promise is to deliver the best device and service quality and coverage we are able to, partnering with top tier partners.**
- 5. What we expect of you - Our customer promise is that we expect you enjoy the experience of XPLORA products and you pay and use our services as agreed.**
- 6. How we use your information - Our customer promise is to use information collected from you and your use of our Services under strict privacy and security measures.**
- 7. Things we may have to do - Our customer promise is that we will do our best endeavour to protect you against any misuse or unexpected charges, keeping monthly fee agreed subject to a reasonable use for this device.**



The full terms of your Agreement are below. It's important that you read and understand the full terms before you sign up.

1. Charges/Price increases - Our customer promise is that when we agree a price with you we will not increase nor change it along the duration of the agreement, even in the event that any of our providers (device manufacturers, communication providers or any other) increase or change their prices.

Your XPLORA Services Agreement include communications services, a device and all platform capabilities needed to setup, configure and activate our Services including but not limited to calls, text, data, location and emergency services. You must pay for the Charges for the Services you subscribe to and use every month commencing by shipment date. You may pay by credit card, debit card, direct debit or through your Paypal account. Price is VAT included. XPLORA may vary payment methods from time to time. In the case the agreement includes a deposit or upfront payment, we will ask you to pay it at purchase time. Your inclusive communications allowances use O2 UK 3G coverage and cover standard mainland UK calls, texts and data, as well as EU roaming. Allowances cover a reasonable use of the Service for our XPLORA products (based on more than 350,000 customers, we estimate an average of 10Mb, 10 inbound SMS and 30 voice minutes per month per device). Well above this reasonable use, we will limit services to the maximum of:

(a) Per month per device: 100Mb and 100 voice minutes and 30 inbound configuration SMS, or equivalent cost if just one or two of Mb, voice minutes and SMS are exceeded; or

(b) Per year per device: 300 Mb, 500 voice minutes and 150 inbound configuration SMS, or equivalent cost if just one or two of Mb, voice minutes and SMS are exceeded

In case defined monthly limits are exceeded, we will communicate with you to confirm there is no misuse nor fraudulent use, and notice you about this unusual use. If the year of monthly limit is exceeded within the year of service, we will notice you that the service and the communications will be suspended after 48 hours of limit exceeded. Before suspension you can contact our Customer Support at our website <http://support.myexplora.co.uk> and follow instructions to avoid service and communications suspension. After the Service and the Communications are suspended, you can contact our Customer Support at our website <http://support.myexplora.co.uk> to unlock suspension. In case suspension is due to only exceeding fair use and don't represent a breach of this contract, we may ask you to pay one additional monthly fee to un suspend the service. All obligations, including payments, will continue in force during agreed contract term during suspension.


Special numbers and services (such as premium rate numbers and some 08 numbers) as well as roaming outside EU are not included and any cost related to these special numbers and services will be liable to you, on top of our monthly instalment, services and communications plan.

We will monitor usage of the Service through your account to control our credit risk and your exposure to fraudulent usage or unintended Charges caused by your usage, but we can't guarantee this and XPLORA is not responsible or liable for any such fraudulent usage. If we see usage on your account that causes us concern, we might restrict or bar the use of the Service on your XPLORA. In this case you'll need to contact us before you can use any of the chargeable aspects of the Service again. In case you make a fraudulent usage or you have accrued for charges out of the agreed fair usage described in these terms, you may also have to make an interim payment before the Service can be restored. In case we detect a fraudulent use of the services, we will temporarily or permanently stop the service, freeze the allowances and will communicate to you. We may charge fees if you're late in paying.

You should keep your SIM Card safe even if you're not using it. You're liable for all Charges incurred under this Agreement whether by you or anyone else using your SIM Card (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.



If you are paying by Paypal, direct debit, credit or debit card you authorise the payment card company, direct debit company or Paypal to give us and, on a strictly confidential basis, to our sub-contractors and/or agents, details about your payment account if it's necessary in connection with the Agreement. You also authorise them to let us know if your payment account is terminated or suspended at any time. If you pay through Direct Debit, please note that:

- The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. 
- If there are any changes to the amount, date or frequency of your Direct Debit, XPLORA will notify you (normally 3 working days) in advance of your account being debited or as otherwise agreed. If you request XPLORA to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by XPLORA or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when XPLORA asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify XPLORA.
- If you cancel Direct Debit without cancelling the contract, you must contact XPLORA immediately to notice the payment method you will use to continue paying the services agreed under this contract with us. If you want to completely cancel the contract, you must notify us as soon as possible and comply with cancellation terms agreed in this contract.

Unless we say otherwise, charges which are normally monthly but are being measured for periods of less than a month will be calculated on a pro rata basis.

We may require a deposit before we'll give you access to the Service or before we'll continue to provide the Service to you. We may hold this deposit until you've paid all sums that you owe us under this Agreement. If you owe us money, we may use the deposit to settle or part-settle what you owe us. We'll refund any deposit we're still holding (if you ask) on termination of this Agreement or, if you ask, after three months of continuous on-time bill payments. If you don't ask for the deposit back, it will be added as a credit to your account. We won't pay any interest on any deposit we hold.

If price agreed includes an instalment plan, first month of service starting at delivery will be charged at sale to cover initial credit checks. Then second month of service will be charged within the second month of service and then monthly charge renewal will follow on consecutive months for the full agreed Period.

2. The Change-Your-Mind Period - Our customer promise is that if you change your mind about XPLORA products you've bought from us, you may be entitled to return items and get a full refund of any payment done within 14 days after delivery date of the device and the SIM to you. After these 14 days, cancellations and returns terms and conditions apply. SIM received will be pre activated and you will be able to commence using the services immediately after receiving the device and the SIM from us. You agree that Services will begin immediately on first delivery date communicated from us to you. You'll have to pay for any calls, texts, data and other charges you've incurred, including during the Change-Your-Mind Period, and according to the pricing agreed. Any cancellation must be noticed to us through our Customer Support you will find in our website <http://support.myxplora.co.uk>.

If you are cancelling within the Change-Your-Mind Period, you must return any Device and SIM that we supplied or sold you as part of this Agreement, undamaged, unlocked (i.e. free of security or software locks) with proof of purchase, in the original packaging and complete with all the original parts. You must return it through the channel you were sold it or through the methods described in our repair and returns clause. Check our Website for details of our repair and returns processes. You'll be charged for Non>Returns. Unless we tell you otherwise, we will bear the reasonable postage costs of returning the Device



and the SIM with all original parts and the original packaging as long as you follow our repair and returns processes. We may charge you the reasonable costs that we incur in collecting it which may be substantial. You must make the Device and the SIM available for collection on our request. If you paid any money upfront, we will refund that money to you when we get the Device back from you in satisfactory condition (which includes being free of any security or software lock), less any Charges. You will be charged for Non>Returns.

You have the right to reject defective Device within a reasonable period. However, if you request a replacement and you don't return the original Device so that we can satisfy ourselves as to the defect, you'll be charged for the Non-Return.

3. Your Agreement Period - Our customer promise is that in case you want to cancel your service, we will not charge you for the communications services included in our agreement after the initial 12 months, though a termination fee may apply regarding hardware or other services.

Your XPLORA Agreement starts when we accept your application (the day you buy your XPLORA product). Your XPLORA Agreement has a Minimum Period of 12 or 24 months (check your pricing and contract terms agreed). After your Minimum Period you can decide to continue receiving the communications and the services just by paying monthly instalments to us. These monthly instalments after your Minimum Period may be lower than instalments within your Minimum Period if your Minimum Period included an upfront. We will communicate with you before the end of the minimum period to confirm whether you want to stop the service at the end of the minimum period or continue receiving the services.

In the case you may decide to cancel the service after the Change-Your-Mind Period and within the 12 or 24 months Period of the agreement, you will have to pay a cancellation fee to cover the payments and commitments we have got with our partners and providers to offer you the service, including but not limited the device hardware cost, the communications monthly instalments and the platform services.

In an example of a 24 months Period, cancellation fee is calculated as follows:

1. After the Change-Your-Mind Period, if you want to cancel the service before the initial 12 months of the 24 months contract, you will have to pay the monthly instalment agreed multiplied by the prorated months left in the initial 12 months plus monthly instalment reduced by 5£ (cancellation communications bonus) multiplied by 12 months for the second 12 months of your 24 months agreement. See example provided:

Agreement details: ZERO upfront and £12.99/month, for 24 months

Customer wants to cancel in month 5, this means that customer must pay cancellation fees calculated this way:

Remaining months in the initial 12 months of the agreement: 7

Monthly cancellation fee for initial 12 months of the agreement: £12.99

Remaining months in the second 24 months of the agreement: 12

Monthly cancellation fee for second 12 months of the agreement: £12.99 - £5 = £7.99

TOTAL cancellation fees= 7 x £12.99 + 12 x £7.99 = £186.81

2. If you want to cancel the service in the second 12 months of the 24 months contract, you will have to pay the monthly instalment agreed reduced by £5 (cancellation communications bonus) multiplied by the prorated months left in the second 12 months of your 24 months agreement. See example provided:

Agreement details: ZERO upfront and £12.99/month, for 24 months

Customer wants to cancel in month 15, this means that customer must pay cancellation fees calculated this way:

Remaining months in the second 24 months of the agreement: 9

Monthly cancellation fee for second 12 months of the agreement: £12.99 - £5 = £7.99

TOTAL cancellation fees= 9 x £7.99 = £71.91



In any case you would like to cancel the service after the Change-Your-Mind Period, you must give us notice 30 days in advance to the agreement cancellation date, through our Customer Support in our website <http://support.myxplora.co.uk>. Cancellation request must include your confirmation and date of cancellation request, products you may want to cancel, date of purchase, date of delivery, full name and address. If cancellation request is notified on paper, you must also provide your signature.

As well as any other rights we have, we can end the Agreement and/or a Related Agreement at any time, with immediate effect (charges may apply) if:

- (a) you don't pay Charges when they are due. This includes any deposit we've asked for;
- (b) you break this Agreement and/or a Related Agreement in any other material way and you don't correct the situation within 7 days of us asking you to;
- (c) we reasonably believe that the Service is being used in a way forbidden, even if you don't know that the Service is being used in such a way;
- (d) you're in breach or you persistently behave in a way that would allow us to bar your SIM Card in accordance with this Agreement;
- (e) we reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;
- (f) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or
- (g) you refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.

You can end this Agreement by giving us notice if:

- (a) we break a material term of this Agreement and we don't correct it within 30 days of receiving your complaint;
- (b) we go into liquidation or a receiver or administrator is appointed over our assets;

4. The Services and Device we supply and what you can expect of us - Our customer promise is to deliver the best device and service quality and coverage we are able to, partnering with top tier partners.

In United Kingdom we have partnered with O2 UK to deliver the best network and communications customer experience. Nevertheless O2 UK Communication Services nor GPS aren't available everywhere in the UK. You should check predicted Network coverage in your area on O2 UK website. The Communication Services, GPS and Location Services are not fault free and speed and quality, for example, can be affected by things like the thickness of the walls of the building you're in, atmospheric conditions, technical issues with the Network and the number of people near you trying to access the Communication Services at the same time. We use reasonable skill and care in providing you with the Communication Services and will attempt to re-perform disrupted Communication Services when possible. As described we cannot guarantee location accuracy and or availability at all times, and you should not rely only in XPLORA device to locate your child. As parent and / or guardian you have the responsibility and liability towards your child, not XPLORA.

We'll allocate you a UK number for use of your Device on the Network. The number does not belong to you and may be transferred to another customer only in certain circumstances as for example if you cancel your services with XPLORA.

Our XPLORA Platform Services, supported by Amazon servers in Ireland and Frankfurt, enjoy the maximum available quality and security in the market. All devices supplied by XPLORA are CE certified and homologated taking also in consideration specific needs of different target customers group, like Kids, with maximum standards of quality. The XPLORA device, XPLORA device Firmware and XPLORA smartphone application that manage the device have been tested in all scenarios and has the trust of more than 350,000 customers worldwide. Nevertheless, XPLORA products depend on Communications Network availability, GPS coverage, and other factors that very unlikely may result in a temporary poor



quality or service. We recommend you test your device in the Change-Your-Mind Period to confirm you have good coverage and service in your area, because we want to provide you with the best experience and satisfaction. For the avoidance of doubt, XPLORA Device nor XPLORA Services may be considered an emergency or security Device nor Service. XPLORA will not be liable for any misuse, malfunction nor lack of accuracy of Emergency Services nor Location Services.

The service enables access to Content and Service which may be chargeable. You may use Content and Service only in a way that does not infringe the Rights of others (we call this "Approved Use"). You must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than for an Approved Use. We may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time.

Unless specified otherwise in a Related Agreement, we can add to, change, substitute, or discontinue any Additional Services we provide at any time. We don't guarantee any particular Additional Services will continue to be available. We have no liability for any Additional Services you choose to take from third parties, including if they are defective or deficient, and any dispute with a third party will not affect your obligation to pay Additional Services Charges.

The XPLORA SIM card is supplied linked to a specific XPLORA Device and Service for each customer and cannot be used with another non authorised Device. XPLORA Device and Services may only work with XPLORA SIM card assigned to them. If the SIM card is used / attempted to be used in a non authorised Device or XPLORA Device is used / attempted to be used with a non authorised XPLORA SIM card, this may be considered as a material breach of this contract and XPLORA Agreement may be terminated. Even if the SIM card is reinstated in the XPLORA phone, you are still liable for pending monthly instalments of your 12 or 24 months Agreement as well as any other cost generated for XPLORA SIM misuse. In order to use the XPLORA Device, the supplied SIM card must be returned to the XPLORA phone and the subscription can be reactivated when this is done.

TERMS OF SERVICE

YOUR AGREEMENT TO USE THE XPLORA SERVICE IS SUBJECT TO (1) THESE TERMS OF SERVICE, (2) ALL APPLICABLE LAWS, RULES AND REGULATIONS. AS PURCHASER, YOU MUST BE AT LEAST 18 YEARS OF AGE, THE AGE OF MAJORITY IN YOUR PLACE OF RESIDENCE TO USE THE XPLORA SERVICE. BY ACCESSING OR USING ANY PART OF THE XPLORA SERVICE, YOU ACKNOWLEDGE THAT YOU ACCEPT THESE TERMS OF SERVICE.

XPLORA Overview: Mobile application (the "XPLORA Watch App") and the mobile device (the "XPLORA Watch", collectively the "XPLORA Service") are provided by XPLORA. The XPLORA Watch can be configured, monitored and contacted through the XPLORA Watch App. .

Consent for the Child: The XPLORA Watch is intended to be worn and used by a child. By providing the XPLORA Watch to a child, you represent and warrant to XPLORA that you are authorised by such child's parent or guardian to enable and permit XPLORA to operate the XPLORA Service and collect and use the information from the XPLORA Watch used by the child as stated in these Terms of Service and the Privacy Policy.

Location Device / Emergency: The XPLORA Service is intended for use as a location device. However, the XPLORA Service is not a failsafe security system. Therefore, proper safety precautions should always be used with children, despite the use of the XPLORA Service.

Who is our customer: Our customer is the individual who has registered the XPLORA Watch. We are under no obligation to respond to requests, inquires, demands or communications from any party (such as another family member) other than our customer.



XPLORA Watch App License: In order to use the XPLORA Service, you will need to download and install the XPLORA Watch App. XPLORA hereby grant you a non-exclusive, non-transferable, revocable, limited license to use the XPLORA Watch App solely on devices and web browser installations that you own or manage. You represent and warrant to us that you have the right to install and operate the XPLORA Watch App on such devices you are using.

Registration and Passwords: In order to use the XPLORA Service, you must register and install the XPLORA Watch App. All information about you must be truthful, and you may not use any aliases or other means to mask your true identity. All email accounts must belong to you and not any other person. You are responsible for the security of your password and will be solely liable for any use or unauthorised use under your user name. If you suspect any unauthorised use of your user name, you should change your password and/or contact XPLORA or mobile operator immediately.

Proprietary Rights: We are the exclusive owner or authorised licensors of the XPLORA Service, including all copy, software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained therein. Without limiting the foregoing, you acknowledge that the XPLORA Service is the exclusive property of XPLORA, and that you will not take any act inconsistent with our ownership rights or that would damage our ownership rights. No part of the XPLORA Service may be reverse engineered, decompiled or modified, nor may derivative works be created based on the XPLORA Service, without the prior written consent of XPLORA. All rights not granted under these Terms of Service are reserved by XPLORA.

Disclaimer of Additional Warranties: EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE SECTION ENTITLED "LIMITED WARRANTY FOR THE DEVICE", ALL PARTS OF THE XPLORA SERVICE ARE PROVIDED "AS IS" AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AND WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE XPLORA SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE COMPLETELY SECURE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE FOR THE USE OF THE XPLORA SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN PROVIDED BY THIRD PARTIES.

XPLORA DISCLAIMS ALL LIABILITY FOR, OR WARRANTIES FROM, THIRD PARTY SERVICES OR PRODUCTS USED IN CONNECTION WITH THE XPLORA SERVICE, SUCH AS YOUR WIRELESS CARRIER, APP STORE/PLATFORM PROVIDER OR DEVICE MANUFACTURER.

IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER CONSEQUENTIAL DAMAGES (DIFFERENT FOR NORMAL AND AGREED USE), LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some countries prohibit the limitation of warranties as set forth herein. If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for all liabilities, shall not exceed the amount paid by you to purchase the XPLORA Watch.

Severability: If any part of these Terms of Service shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Service.



Waiver; Remedies: The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Service by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Service. Our rights and remedies under these Terms of Service shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

5. What we expect of you - Our customer promise is that we expect you enjoy the experience of XPLORA products and you pay and use our services as agreed. We may end the Agreement if: you don't pay any Charges that are due or if you're bankrupt. We can also end the Agreement if we reasonably believe the Service is being used: fraudulently, illegally, in a way that harms our Network, contrary to our Fair Use Policy, or to cause annoyance (among other things).

You must give us your current email address and postal address for the purposes of billing and receiving Notices and other communications from us. You cannot provide us with addresses for businesses or organisations. You must keep this address up-to-date and/or tell us immediately if there are any changes to it. You're responsible for making sure your email address works and you'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we're negligent. If you want to update the email address we have for you, please do this online contacting our support services at <http://support.myxplora.co.uk>.

You may use the XPLORA Service only if you can sign up a binding contract with us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. XPLORA requires everyone to be at least 13 years old before they can create an account (in some jurisdictions, this age limit may be higher). Creating an account with false information is a violation of our terms. This includes accounts registered on behalf of someone under 13 years old. In addition, anyone under 13 years old may only accept invitations from parents / legal guardians to join their account. The Service may not be available to Users previously removed from the Service by us.

You must use the Device, SIM Card(s) and the Service in the way described in any User Guides, or other instructions issued by us and in a responsible manner. You must use suitable Device or Device for the Services you're trying to use. If you are a parent or guardian, you are responsible for the use of the Device and the Service by a child or young person in your care.

You agree:

- (a) to give us any information you provide us or we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date;
- (b) to take adequate steps to avoid damage to the SIM Card or unauthorised use or theft of the SIM Card;
- (c) that the SIM Card will at all times remain our property and you are not entitled to resell or distribute the SIM Card or the Service to anyone else;
- (d) that we sometimes may need to access to some security features directly from your Phone/Device (like changing the Personal Identification Number (PIN) to access your voicemail remotely) and that you need to make sure that nobody else can use your SIM Card to access this kind of security information;
- (e) to tell customer service as soon as possible through our website <http://support.myxplora.co.uk> if the SIM Card or your Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner; and
- (f) to cooperate with us in our reasonable security checks.

You must not use or permit anyone else to use the Service:

- (a) fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;



(b) to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful;

(c) to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;

(d) to generate Artificially Inflated Traffic or in a way which may harm our Network and/or affect the experience of other customers; or

(e) to persistently send automated unsolicited communications (including SMS spam).

You must not establish, install or use a Gateway Device or SIM Box without our prior written consent (including devices tethered via cable, Bluetooth or wifi, to a computer or the internet, when used for making large volumes of calls, using large volumes of data or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.

You must tell us immediately by contacting us through our website <http://support.myxplora.co.uk> if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained about. If we ask you to, you must confirm the details of the claim(s) in writing.

You agree that you are taking the SIM Card(s), Device and the Service solely for your own personal use and you are not allowed to re-sell our Services without our express permission.

6. How we use your information - Our customer promise is to use information collected from you and your use of our Services under strict privacy and security measures.

We may collect information about you and your usage of our Services to improve current XPLORA Services to you, develop XPLORA new Services and/or features, or, in connection with carefully selected third parties, develop and/or offer new Services in relation to our XPLORA Services. We will not sell nor share your data nor usage information with third parties that are not involved in delivering XPLORA Services and/or other Services in relation to XPLORA Services. We will collect information about how you use our Services and third party services you use in conjunction with our Services, including for example your location and activity, to enhance your overall experience with us and make it more relevant to you. We may use and analyse your personal details to help us run your Service(s) and activity, including but not limited for credit checking and fraud prevention.

We will use information under the strictest privacy and security measures available partnering with world class companies like Amazon Web Services, Paypal and O2 UK. Nevertheless, we nor our partners cannot guarantee that unauthorised third parties will never be able to defeat our security measures or use your personal information for improper purposes. You agree to provide information at your own risk.

For more information please see section 9 (Privacy Policy).

7. Things we may have to do - Our customer promise is that we will do our best endeavour to protect you against any misuse or unexpected charges, keeping monthly fee agreed subject to a reasonable use for this device.

7.1 Occasionally we may have to:

(a) change your Mobile number, or any other name, code or number, or the SIM Card associated with the Service. This might be if we're asked to do so by a government or regulatory body or if we reasonably believe that the change will make your use of the Service better. We'll give you reasonable notice before we make this type of change;

(b) temporarily suspend the Service (or any part of it) including (but not limited to) for operational reasons, in an emergency, or for reasons of security. This might be if we're asked to do so by a government or regulatory body; or



(c) bar access to certain numbers or Device from the Service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the Service or in circumstances if we or third parties are suffering or would suffer a direct loss and in particular if we believe you have no intention to make payment for the Device and/or the Service.

7.2 We may migrate your account from one billing platform to another. If we do, and the migration will affect your service in any way, we'll give you notice. If you are migrated, your billing date may change.

7.3 When we might bar or disconnect your SIM Card

We can, at our discretion and without notice, bar your SIM Card from making calls (other than to the emergency services), sending messages or accessing data and/or disconnect it from the Network:

- (a) if you do not comply with your obligations;
- (b) if the SIM Card is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your SIM Card;
- (c) if you are abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or
- (d) If you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect the Network, the Service or our reputation.

You may have to pay an unbarring charge and, if relevant, a reconnection charge if the Service is temporarily barred and/or your SIM Card is disconnected from the Network for the reasons stated above. As a condition of unbarring or reconnecting your Service we may require that you set up a direct debit authority for the payment of any future Charges.

If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended.

7.4 We may ask a debt collection agency to support collecting debt on our behalf if you fail to pay two consecutive instalments.

8. General Terms and Conditions

These General terms and conditions are part of the Services Agreement and/or Device Agreement that you've agreed to.

8.1 Limitation of Liability

8.1.1) Unless specifically stated otherwise in any Relevant Agreement, we have no liability other than the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider and retailer. We don't accept liability for losses which haven't resulted naturally from our breach or which we could not have seen coming, or any loss of data, profits, business, costs, expenses, or any other form of financial loss. We will provide you with compensation that you are entitled to in accordance with your legal rights.

8.1.2) You agree we have no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network nor the Service, unless we are negligent.

8.1.3) Nothing in this Agreement excludes or restricts the liability of either you or us for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation.

8.1.4) If we're found to be liable to you our liability will not exceed the full contract value agreed between you and us (except in either case under the paragraphs immediately above or below).

8.1.5) Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.

8.1.6) Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.



8.2 Loss or Damage to your Device

a) If the SIM Card or your Device is lost, stolen, damaged or destroyed you'll be responsible for any Charges incurred (except for in certain circumstances) until you've contacted us to tell us what's happened.

b) You'll be required to continue payments for the Charges relating to the Agreement even if your Device is stolen. This Agreement will continue until it's ended by you or us in line with terms included in the Agreement.

8.3 Things beyond our reasonable control

Except for the obligations under this Agreement if either of us can't do what we've promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom we're not responsible (including other telecommunication providers), acts of local or central Government or other competent authorities), neither of us will be liable for this.

8.4 Assignment

a) You can't assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.

b) We can assign or transfer our rights and obligations under this Agreement or any part of it or a Related Agreement, on the same terms, to any third party.

8.5 Notices

Any notice must to us must be through our Customer Support placed in our website <http://support.myexplora.co.uk>.

8.6 Changes to the Agreement

We can make reasonable changes to this Agreement at any time. All changes will be notified to you through the email you have provided us with reasonable time in advance and posted on our Website. Please check regularly your inbox and our Website for updates.

8.7 Order Acceptance and Product Delivery and Returns

Order Acceptance

We will notice you of our acceptance of your offer to purchase immediately at the end of the sale process and/or by email shortly after the sale process. Notification will trigger the commencement of this Agreement. We may not accept your offer to purchase because of several reasons, including but not limited to not qualifying for the credit scoring or wrong address / email. If we do not accept your order for any reason, or the price of the product has changed between the time of the order and our acceptance of it (or if a supplementary delivery charge applies), we will contact you by email and/or SMS to notice you the reason.

Product Delivery

The package is delivered to the address you provided us. Shipping time is usually 2-5 business days, depending on the distance, once the product is ready and has been dispatched from our warehouse. The package can be delivered all over the country. You are notified that the package has arrived by SMS, e-mail or post.

Undelivered packages / shipments

Packages not delivered within fourteen (14) days are returned to XPLORA. If this happens, you will be charged a fee of 25£ for the costs. This entails for XPLORA's administration, shipping, return shipping and handling. The right of cancellation is not automatically triggered if the package is not received.

Right of withdrawal

You have fourteen-day right of appeal. In order for you to feel completely confident with your purchase, XPLORA offers fourteen (14) days of cancellation from the delivery date. The right of appeal is subject to the condition that the goods are essentially unchanged.



Complaints

If a product differs from that resulting from the agreement between you and XPLORA or otherwise does not correspond to the description given by XPLORA, the item may be returned. Only original errors are covered by the right of appeal. For example, the right of claim does not include errors that are subject to normal wear and tear. In case of complaint, the item must be returned to XPLORA Technologies Limited. XPLORA has no opportunity to replace the cost of return shipping.

Return

The product must be unused and returned undamaged in original packaging. All labels must be on, and manuals must be sent with. It is important that outer packaging is used and that adhesive tape and other materials are not glued to the original package.

Items with broken seal can not be returned. Upon receipt at approved return, refund will be made within fourteen (14) days from XPLORA received the returned item. Repayment may only be done through credit card, debit card, Paypal or bank account deposit.

In order to enable a possible return, you must be able to document purchases, and XPLORA recommends that you keep order confirmation and payment reference as receipt for your purchase.

For information or assistance with return, please contact XPLORA Customer Support through our website <http://support.myxplora.co.uk>.

Return of promotional goods

For purchases that entitle you to gift or extra discount, the value of the gift or the additional discount is considered as a general discount on the entire amount in the purchase case. If part of the purchase is exchanged and / or returned, the returned goods are valued at the purchase price minus their relative share of the overall discount. In exchange, no conversion takes place based on the original reason for the gift or discount.

Promotion and gift offers or additional discounts are only available for new purchases via <http://support.myxplora.co.uk> and can not be used retroactively. Gift or discount can not be transferred to other purchases and can not be credited on exchange for another item.

Transport damage

XPLORA is responsible for goods damaged or disposed of when transporting to you. Complaints about transport damage must be done within a reasonable time and no later than 7 days after delivery confirmation. Therefore, upon receipt of the shipment it is important to check that the goods are not damaged. XPLORA recommends that you point out a possible shipping damage immediately upon unboxing and setup, contacting XPLORA Customer Support through our website www.myxplora.co.uk.

8.8 Others

Force Majeure

If circumstances occur beyond XPLORA's reasonable control, such as changes in legislation, government decisions, strikes, blockade, sabotage, war, terrorism, fire, flooding, natural disasters or similar events, XPLORA shall stop its obligations to fulfil the purchase agreement and may be suspended as long as the circumstances still apply.

Personal information

XPLORA is responsible for the personal data provided in connection with a purchase being processed. Through the purchase agreement with XPLORA we store your information in order to process your purchase order and complete the purchase, facilitate future purchases, update order status, and to send out XPLORA, or XPLORA affiliates through SMS, email or post. As a customer, you can access the stored information, change the information or request that the information be deleted. You may also withdraw your consent at any time to receive a special offer.

Price and Product Information

XPLORA reserves the right to cancel the purchase in case of any errors in stock or price information. If the product has expired or for some reason is not available, XPLORA is not responsible for providing the item, but may suggest an alternative item. All image illustrations must be considered as illustrations and are not a guarantee of the exact look and feel and nature of the product.

User reviews



If you provide user reviews about products on <http://support.myxplora.co.uk> or on our Facebook pages, Instagram pages, Twitter or other XPLORA digital sources, you also give XPLORA the right to publish them on <http://support.myxplora.co.uk> as well as in other channels and media. XPLORA reserves the right not to publish and / or remove submitted user reviews.

Other

If you have any questions about the content of General Terms or Practices in case of cancellation, complaint, shipping or otherwise, contact XPLORA Customer Support through our website <http://support.myxplora.co.uk>.

8.9 Is there anything else?

a) If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.

b) Network may show your Mobile Phone number to the customer you are calling to. Your number will be disclosed in relation to calls you make to emergency services.

c) If you want to complain about our Service, contact our Customer Service through our website <http://support.myxplora.co.uk>. Please include your Phone number if you write to us. If we don't resolve your complaint you can contact the Ombudsman Services: Communications. You can find their details at <http://www.ombudsman-services.org/communications>. They offer a free, independent service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. The European Online Dispute Resolution site ec.europa.eu/consumers/odr/ allows consumers to submit disputes relating to online purchases with us. You can check our Website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions.

d) If you tell us that your Device has been lost or stolen we have the right to prevent it and/or your SIM Card from being used on the Network. We may also tell other network operators the Device identity. They may choose to prevent the Device from being used on their networks too.

e) Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.

f) Third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.

g) This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to.

h) We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. We will notify you these changes through the email you have provided to us with reasonable time in advance and we will post the New Terms of Use in our Website. Please check regularly your inbox and our website for updates.

9. XPLORA App and Platform Privacy Policy

Article 1. General Provisions

1. The XPLORA Watch is constantly collecting and transmitting data to XPLORA, such as location data. Such detailed data collection and use is critical to the successful operation of the XPLORA Service and will be managed with strict privacy and security measures.

2. XPLORA App and Platform collect personal information when a user (hereinafter "you" or "Member") registers with XPLORA. "Personal information" is information which personally identifies you, such as your name, resident registration number, or other data which can be reasonably linked to such information.

3. We very much appreciate the importance of your personal information complying with all regulation and Telecommunications act, including but not limited to Data Protection and Privacy laws.



4. We do our best to protect your personal information by implementing reasonable security standards and hereby inform you of the purposes and methods by which we may use your personal information of and of the actions taken to protect your privacy.
5. Data controller is XPLORA Technologies Limited for UK.

Article 2 [The type of personal information we collect]

1. We may collect the following types of information when we provide our services to you.
 - 1) Service usage information, access information, cookie, IP address, mobile device identification numbers (device ID or IMEI), unauthorised or inappropriate access information
 - 2) Location information stored on your device or your location information
 - 3) Profile information: SNS registration information (twitter ID or/and Facebook ID), member’s status information, personal introduction, and interests
 - 4) Other detailed information:

Data	Detail
Installation information of the mobile app	Type of device Device token Installation ID Phone number
User information of the mobile app	Username and password Phone Number Devices managed by the user Installation information
Contact Icon	Contact icon image link of phone contact information
Phone Contact	Phone number Nickname of the phone contact
Device info. of the watch	Watch Phone Number Watch IMEI IMSI of the SIM card inserted into the watch MAC address of the watch F/W version Locations
Device Setting	Setting values of the watch
Device Status	Status value of the watch
Device Token	Device token of the watch
Device Icon	Watch icon image
Location	Coordination and timestamp of a watch location

2. We may also collect following information in case that you use additional services and personalised services or you participate in various events we host.
 - 1) In case you win the event: information required to provide a gift and mailing address
 - 2) In case you use fee-based services: payment information
3. Method of collecting personal information
 - 1) through the webpage, paper form, fax, telephone, customer service board, email, promotional event application, logistics service



- 2) from business partners or other companies
 - 3) automatically collected from you executing or using our services
 - 4) collected when you voluntarily registers for or use our service
4. All your data and personal information received from you is subject to be processed and stored in Amazon Web Services hosted in Dublin (Ireland) and Frankfurt (Germany) on our behalf and we sometimes handle transfers from your home country to these services in Dublin (Ireland) and Frankfurt (Germany).

Article 3 [Collection of personal information and purpose of usage]

We may display or provide services based on collected demographic factors (age, gender, and region), Services usage pattern and any other analysis, in order to fulfil the contract obligation as service provider.

1. We use your personal information for the purposes set out below.
 - 1) To perform contractual obligations regarding service provision (for example but not limited to credit scoring agent, logistics partner, payment service provider, debt collection agency, etc.)
 - 2) To provide contents on the website and mobile devices
 - 3) To develop new services and provide personalised services according to demographic factors; to verify the validity of services, and to execute events and commercial information
 - 4) To develop new Services in connection with XPLORA Services

Article 4 [Disclosure of Personal Information]

1. Your personal information will be only used for the purposes stated above in the [Collection of personal information and purpose of usage], will not be shared with third parties other than the ones that need this information to execute the Agreement and will not be provided to third parties or organisations beyond the scope set forth in this Privacy Policy. For the avoidance of doubt, we will not share your personal information with third parties for marketing purposes unless you give us your consent through an opt-in.
2. We do not entrust your personal information to external parties out of the ones covered under this Agreement without your prior consent. If it is necessary to disclose your personal information to an external company, we will inform you of the identity of the company, the details of using your personal information, items of personal information provided, retention and using period via website or by email, written document, and telephone, and obtain your prior consent. However, we may disclose or use your personal information without your consent in the following cases;
 - 1) If we provide location information or any other usage data in a non-personal, aggregate format for statistical and research purposes
 - 2) if special regulations are set forth in laws
3. We may work with a variety of business partners or service providers who may perform certain functions on our behalf, such as providing personalised services, online advertisement, community service, fee-based contents, and mobile service or performing market research and statistical survey, etc.

Article 5 [Duty of Notification]

In the event of any material change, addition, or deletion to the privacy policy due to related laws or security technology, we will notify you of all changes in our company privacy policy contained in our Terms and Conditions with reasonable time in advance through the email address that you provided to us and in our website (<http://support.myxplora.co.uk>).

Article 6 [How we use your information]

- a) You agree that we can search the files of credit reference agencies and that they may keep a record of that search. We can also carry out identity and antifraud checks with fraud prevention agencies and other third parties and we sometimes share data with such parties to protect you against fraud. We and other organisations can access and use the information recorded by fraud prevention agencies from other countries. If you give us false or inaccurate information and we



identify or suspect fraud, we'll record this in accordance with our internal policies and/or industry standards. Details of how you conduct your account may also be disclosed to those agencies, organisations, law enforcement agencies and other telecommunications companies. The information may be used by us and other parties in assessing applications for and making decisions about services agreement, credit, credit scoring, credit related services or other facilities and insurance (including motor, household credit, life and other insurances and claims) from you and members of your household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by us and other parties for checking your identity, statistical analysis about credit, insurance, fraud and to manage your account and insurance policies. We may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies while this Agreement is on going.

b) Information held about you by credit reference agencies may be linked to records relating to your Financial Associate(s). For the purposes of this application you declare that you and your Financial Associate(s) are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your Financial Associates that is likely to affect our willingness to offer the Service to you. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis. For the purpose of this paragraph a "Financial Associate" is someone financially linked to you (for instance, a spouse, partner or family member). We may also refuse to accept payments from you where we identify an unusual pattern of payments or behaviour, or to comply with our anti-money laundering obligations.

c) You authorise us and carefully selected third parties to use, assess, analyse and disclose, in the UK and abroad, information about you, your use of the Service(s) including, but not limited to, phone numbers and/or email addresses of calls, texts, data and other communications ("Communications") made and received by you and the date, duration, time and cost of such Communications, XPLORA Services, how you conduct your account and the location of your Device for the purposes of operating your account and providing you with the Service(s); to improve our products and our partners' products and services (as part of XPLORA services) and develop new ones; to manage our Network; to help us run and grow our business; to keep you informed about the end of your Minimum Period or other details relevant to your Service; for marketing purposes including amongst other things to identify and tell you about, or offer you, by phone, post, your Mobile Phone or other Device, email, text (SMS), or other means, any further XPLORA products, services and offers which we think might interest you; for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency, bank or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us.

d) Some Services may require the disclosure of information about the location of your Device. If you do not wish this to be disclosed please contact our Customer Support through our website <http://support.myexplora.co.uk>. Please note we may pass information about the location of your Device to emergency services.

10. XPLORA Limited Warranty

XPLORA warrants that your XPLORA hardware device ("the Product") will be free from defects in materials and workmanship for a period of two (2) years from the date of delivery ("the Warranty Period") to the original purchaser ("you").



This Limited Warranty applies to you only if you purchased XPLORA product from XPLORA's official web shop with the valid proof of purchase. XPLORA products purchased through authorized retailers and resellers must be returned in accordance with their respective returns and refunds policy.

Warranted Functionality

XPLORA warrants to you that the Product will under normal use function substantially in accordance with XPLORA's published guidelines ("Warranted Functionality") for Warranty Period. If and to the extent the Product needs XPLORA software ("Application") to achieve the Warranted Functionality, XPLORA will make and keep Application available during the Warranty Period, provided that XPLORA may update, modify or limit such Application at XPLORA's sole discretion as long as the Warranted Functionality is maintained or exceeded.

Limitations

The Limited Warranty applies only to the Product. The Limited Warranty does not apply to any (a) XPLORA products other than the Product (such as accessories), (b) non-XPLORA product, or (c) software, even if packaged or sold with the Product or embedded in the Product.

No XPLORA reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty.

Exclusions

The Limited Warranty is not applicable to (a) normal wear and tear (including without limitation cosmetic damage such as scratches, dents, nicks, and rust), (b) defects or damage caused by misuse, accident, spillage of food or liquid, fire, other acts of nature or external causes, abuse, unusual stress, or improper storage, (c) alteration, modification, testing, improper or unauthorized repair, (d) use not in accordance with the published guidelines, (e) damage caused by use with unsuitable accessories, non-genuine chargers, or software, and (f) any reasons of force majeure.

Remedies

Your sole and exclusive remedy, and XPLORA's sole and exclusive responsibility under this Limited Warranty, if a Product defect arises and a valid claim is received by XPLORA within the Warranty Period, at its option and to the extent permitted by law, XPLORA will either repair the Product at no charge, using new or refurbished replacement parts, replace the Product with a new or refurbished product, so that it performs substantially the Warranted Functionality. If XPLORA, in its sole discretion, determines it is not reasonable to replace or repair the defective Product and if Product is covered under these Limited Warranty terms, XPLORA may refund to you the purchase price paid for the Product.

Claims

To obtain warranty service, XPLORA must receive the claim before the end of the Warranty Period. Contact support@myxplora.co.uk with proof of purchase. Our Support Team will supply you with a Return Merchandise Authorization (RMA) number to be included with the returned product. You will be responsible for return shipping charges and any risk of damage to or loss of product while in transit to the provided address of XPLORA service centre. We highly recommend that you use a tracking service for your protection.

By sending the Product, you agree to transfer ownership to XPLORA. XPLORA may not return the original Product. It is your responsibility to backup any data, software, or other materials stored or preserved on the Product, when possible. It is likely that such data, software, or other materials will be lost or reformatted during service, and XPLORA will not be responsible for any such damage or loss. XPLORA warrants that any repaired or replaced Product is covered for the greater of either the remainder of the original Warranty Period or 90 days following receipt of the repaired or replacement Product. XPLORA shall bear the cost of shipping the product back to you after the completion of service under this Limited Warranty. Any product returned to XPLORA without a valid warranty claim or without a RMA may



be rejected, returned at sender's cost (subject to prepayment), or kept for 30 days and then disposed of at XPLORA's sole discretion.

Under EU Regulations we are required to provide consumers with an electronic link to the Online Dispute Resolution (ODR) platform. You can submit a complaint via the Online Dispute Resolution platform, which can be found at <http://ec.europa.eu>

DISCLAIMER

THIS LIMITED WARRANTY POLICY SETS FORTH THE FULL EXTENT OF XPLORA'S WARRANTY RESPONSIBILITY. THIS LIMITED WARRANTY POLICY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WILL APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply.

Safety & Regulation

XPLORA Products are wearable standalone smart devices. They are CE certified and comply with all United Kingdom and European Union laws and regulations.

Battery & Device Safety Regulations

- The operating temperature is recommended in the range of -10C to 40C but not limited. You are advised to follow the published guideline.
- You must use supplied with Product or relevant genuine battery charger for your Product model.
- Keep the device away from sources of heat and fire, such as heater, microwave oven, stove, water heater, radiator, or candle.
- Stop using your Product for a while if the Product is overheated. If skin is exposed to an overheated device for an extended period, low temperature burn symptoms, such as red spots and darker pigmentation, may occur.
- Do not allow children and pets to bite or suck the Product or accessories. Doing so may result in damage and or explosion.
- Do not disassemble or replace the battery. If you suspect there is something wrong with the battery, please contact XPLORA Customer Support at support@myxplora.co.uk.

Caution: Risk of explosion if an incorrect type of battery is used.

The battery should not be disposed together with other waste. The battery has to be disposed by XPLORA or an XPLORA authorised partner at an authorised place for recycling waste, and make sure the product is disposed in an environmentally friendly and healthy way.

Observe local laws and regulations, and respect the legal rights of the others.

CE Marking

CE marking or/and certification number can be found either or both on Product and package.

11. Definitions

In this Agreement:



"Additional Services" means extra services (i.e. not the Services you pay for as part of your Monthly Subscription Charges or your Out-of-Bundle Charges) that you may use or choose to take from us and/or third parties, which may or may not be covered by a Related Agreement

"Additional Services Charges" means charges for Additional Services;

"Approved Use" means use of Content and Service in a way that doesn't infringe the Rights of others;

"Artificially Inflated Traffic" means calls, data or texts that result in patterns that are disproportionate to the overall type, amount, duration and/or extent of calls, data or texts which would be expected from good faith usage of our Network or Services;

"Charges" means all the charges associated with Service(s) described in this Agreement

"Change-Your-Mind Period" means the number of days you have to cancel your Agreement and/or return or swap your Device, which will be 14 days unless otherwise specified.

"Communications" means calls, texts, data and other communications;

"Content" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time. Content may be chargeable;

"Device" means the Watch Phone or any other SIM ready device we supply to you under the Device Agreement;

"Financial Associate" means someone financially linked to you (for instance, a spouse, partner or family member);

"Gateway Device/SIM Box" means a device(s) containing one or more SIM Cards for one or more mobile networks and which enable(s) communications to mobile networks, landlines or to generate SMS texts;

"Insurance Providers" means the underwriters and administrators of any insurance policy you take from us;

"Minimum Period" means the minimum period for the Service selected by you and on which your Charges are based.

"Phone" means a device that you put a SIM Card into to receive the Services;

"Monthly Subscription Charges" means the fixed amount you pay on a monthly basis for the Services;

"Network" means the mobile telecommunication system and wifi networks;

"Non-Return" means Device which we do not receive back into the relevant sales channel, or Device which is damaged, locked or disabled by security programmes or other software so that we are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

"Out-of-Bundle Charges" means Charges you will incur for our Services when you exceed the inclusive Service you pay for as part of your Monthly Subscription Charges and not including Additional Services;

"Related Agreement(s)" means other terms and conditions which you separately agree to, under which we or our group companies agree to provide you with good(s) or service(s);

"Rights" means copyright, trademark and other relevant proprietary and intellectual property rights relating to Content;

"Service(s)" means any service that we provide to you under this Agreement. It may include any or all (as the case may be) of the following services: airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data), location, emergency services and any Additional Services we agree to provide to you;

"SIM Card" means the subscriber identification module card that you'll need to be able to use the Service;

"User Guide" means any guide(s) or documentation supplied with your Device either by us or by your Device's manufacturer that explains how to use the Service with your Device;

"Website" means our website at <http://support.myxplora.co.uk>

"We", "us", "our" or "XPLORA" means XPLORA Technologies Limited, with reference address at Belmont Place, Belmont Road, SL6 6TB, Maidenhead, UNITED KINGDOM, Registered in UNITED KINGDOM under Company number 10864147. XPLORA support number for UK is 03300 010 127, at local standard rates. Bear in mind that our primary/prioritized support channels are support@myxplora.co.uk email and Facebook, and we dedicate most of our resources to quick answer requests on these channels first. XPLORA Technologies Limited financial partners are authorised and regulated by the Financial Conduct Authority (Reference Number 718822); and



"You" means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority.