

PULSE SMART HUB TERMS OF USE

1 INTRODUCTION

- 1.1 Welcome to the "Pulse Smart Hub" which is provided to you by Urban Innovation Company (UIC) Limited ("**Urban Innovation**", "**us**", "**we**" or "**our**"). Our registered office is at 42-46 Fountain Street, Belfast, Northern Ireland, BT1 5EF and our registered number is NI020783.
- 1.2 Please read these Terms of Use ("**Terms**") carefully. They set out the basis on which you are allowed to use the Pulse Smart Hub service including but not limited to using the Pulse Smart Hubs interactive screens to access local information, connecting to and using our Wi-Fi, small cell offloading, making free national telephone calls, sending information from the Pulse Smart Hub to the user's mobile device, charging mobile devices, making calls to emergency services and releasing and using the defibrillator (collectively the "**Services**").
- 1.3 In addition to these Terms, your use of the Services may also be subject to other terms and conditions and policies which are referred to below.

2 ACCEPTANCE OF OUR TERMS

- 2.1 In order for us to provide any of the Services to you, you agree to be bound by these Terms. These Terms govern the provision and use of the Services and will form a legally binding contract between Urban Innovation and you so please do take the time to read these Terms and make sure you understand them.
- 2.2 By using any of the Services, you agree to accept and be bound by these Terms. If you do not agree to accept these Terms you must not use any of the Services.
- 2.3 We recommend you review these Terms each time you use the Services.

3 URBAN INNOVATION'S RIGHT TO AMEND THESE TERMS

- 3.1 Urban Innovation reserves the right to change, modify, add to, or delete portions of these Terms at any time including to reflect changes affecting the Services, our technology, our licensing arrangements, relevant laws and/or regulatory requirements.
- 3.2 We will indicate the effective date at the top of the updated Terms. You are responsible for regularly reviewing these Terms so that you are aware of any changes. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms. If you do not agree to (or cannot comply with) the Terms as amended, please do not use any part of the Services.

4 USING THE SERVICES

- 4.1 Use of the Services through Pulse Smart Hubs (the "**Pulses**") is permitted on a temporary basis and we reserve the right to withdraw or amend any of the Services provided to you through the Pulses without notice.
- 4.2 You acknowledge that the speed, quality and availability of the Wi-Fi Services may be affected by the device you are using. You are responsible for ensuring that you take all necessary measures to enable the best possible functionality on your device.
- 4.3 You must not:
 - (a) interfere with, or disrupt, the Services (in whole or in part) or any servers or networks connected to it, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any page of the Services is rendered or displayed in a user's browser or device;

- (b) access the Services via a means not authorised in writing in advance by Urban Innovation, including but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies);
- (c) attempt to restrict another user of the Services from using or enjoying the Services or any part of it and you must not encourage or facilitate the breach of these Terms by others;
- (d) use any part of the Services for any illegal or unauthorised purpose (including accessing the Internet to send or receive content of a pornographic nature, content which is obscene, profane or abusive, or which is defamatory, threatening or intimidating); or
- (e) change, modify, adapt or alter the Services or change, modify or alter another website so as to inaccurately imply an association with the Services or with Urban Innovation.

4.4 We recommend that you do not use the Wi-Fi Services for sending or receiving confidential information or data.

4.5 **Criminal activity** – You must not use any part of the Services to engage in any activity which constitutes or is capable of constituting a criminal offence. You agree and acknowledge that we may keep a log of the IP address of any devices which access any part of the Services, the times when they have accessed any part of the Services and the activity associated with that IP address.

5 AVAILABILITY OF THE SERVICES

5.1 You acknowledge that we cannot guarantee that any of the Services will:

- (a) stay the same (as we might change any part of the Services or remove it altogether);
- (b) be compatible with all or any hardware or software which you may use;
- (c) be available all the time or at any specific time;
- (d) be accurate and up-to-date; or
- (e) be error-free or free of viruses, electronic bugs, Trojan horses or other harmful components and you must take your own precautions accordingly.

5.2 You also acknowledge that:

- (a) we cannot guarantee the performance or security of the Pulses; and
- (b) we will not be responsible for any damage or loss you may suffer directly or indirectly as a result of any virus attack that can be traced to the Pulses to the fullest extent permissible by law.

6 YOUR PRIVACY AND COOKIES

The privacy of your personal data is important to us. Please see our [Privacy Notice](#) and [Cookie Policy](#) for details of how we will process your personal data and how we use cookies and similar technologies.

7 REGISTRATION AND USE OF WI-FI SERVICES

7.1 In order to use our Wi-Fi Services, you need to register with us by providing us with your name and email address. We will remember your details for up to 6 months to enable you to easily re-connect when you are next in range of Wi-Fi through one of our Pulses.

7.2 By registering and using the Wi-Fi Services, you represent that:

- (a) you are at least 16 years old; and
- (b) you have provided us with accurate and truthful information during the registration process.

7.3 With regards to the Wi-Fi Services you also acknowledge that we cannot guarantee the speed at which information may be transmitted or received. Typical speeds are 3MB per second.

7.4 Once you have connected to the Wi-Fi Service, your device will remain connected to it while you are in range of the Wi-Fi signal, however, your data usage is capped at 1GB per day and if this limit is met, the Wi-Fi Service will no longer work on your device until the next day.

8 CONTENT AVAILABLE THROUGH THE SERVICES

8.1 **Access** – Your access to any information, data, images, photographs, videos and other content displayed on any part of the Services (“**Content**”) is permitted in accordance with, and subject to your compliance with, these Terms.

8.2 **Restriction on use** - You must not:

- (a) use, or cause others to use, any automated system or software to extract Content from any part of the Services except in cases where you or any applicable third party has entered into a written agreement with us that expressly permits such activity; and
- (b) use the Content for any illegal or unauthorised purpose.

9 INTELLECTUAL PROPERTY IN OUR WEBSITE AND THE CONTENT

9.1 The design of the Pulses, including all software and hardware contained within them and the Content are protected by copyright, trade marks, patents and other intellectual property rights and laws. Neither the design of the Pulses, its software or hardware, nor the Content may be copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of Urban Innovation.

10 IF YOU BREACH THESE TERMS

10.1 If you are in breach of, or we suspect you are in breach of, these Terms then we may take any/all of the following actions:

- (a) issue a warning to you;
- (b) effect an immediate, temporary or permanent withdrawal of your access to any part of the Services;
- (c) take legal action against you; and/or
- (d) disclose such information to law enforcement authorities as we reasonably feel is necessary.

10.2 The responses described above at section 10.1 are not limited and we may take any other actions we reasonably deem appropriate.

11 TERMINATION

We have the right to terminate your access to any part or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms. We may also at any time, at our sole discretion, discontinue the Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Services or any part thereof.

12 WARRANTIES, DISCLAIMER AND LIMITATION ON LIABILITY

PLEASE READ THIS SECTION CAREFULLY AS IT SETS OUT IMPORTANT INFORMATION CONCERNING OUR LIABILITY TO YOU AND YOUR LIABILITY TO URBAN INNOVATION:

Warranties

- 12.1 Urban Innovation warrants that it will provide the Services with reasonable skill and care and substantially as described in these Terms.
- 12.2 Other than the express warranty in this clause, the Services is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without further warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 12.3 Urban Innovation makes no warranty that the Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Services will be uninterrupted or error free, that defects will be corrected or that the Services or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Our liability to you

- 12.4 Urban Innovation will not be liable under these Terms for any loss or damage caused by Urban Innovation or any of its employees or agents in circumstances where:
- (a) there has been no breach of a legal duty of care which is owed by Urban Innovation or any of its employees or agents; and/or
 - (b) the loss or damage is not a reasonably foreseeable result of any breach of these Terms.
- 12.5 You agree you will have no claim against us, in respect of any decision to remove any part of the Services or any decision to suspend or terminate your access to any part of the Services.
- 12.6 In the absence of any negligence or other breach of duty by us, the use by you of the Services is entirely at your risk.
- 12.7 Nothing in these Terms shall affect your statutory rights as a consumer.

Your liability to us

- 12.8 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach of these Terms or default in the discharge of your obligations.
- 12.9 Nothing in this section 12 shall have the effect of excluding or limiting either Urban Innovation's liability or your liability for fraud or for death or personal injury caused by our/your negligence (as applicable).

13 LINKS TO THIRD PARTY WEBSITES

Parts of the Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Urban Innovation is not responsible for the content or availability of any such websites. We recommend you review those websites' terms and conditions and privacy policies to ensure you are happy to use them.

14 TRANSFER OF RIGHTS AND OBLIGATIONS

- 14.1 You may not transfer, assign, charge or otherwise dispose of any rights or obligations arising under or in connection with your use of any part of the Services, without Urban Innovation's prior written consent.
- 14.2 You agree that Urban Innovation may transfer, assign, charge or otherwise dispose of any rights or obligations arising under or in connection with any part of the Services.
- 14.3 You also agree that Urban Innovation may use third parties and sub-contract our obligations provided that we remain responsible to you for the performance of these Terms.

15 SEVERENCE

If any of these Terms should be found to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be removed and the remaining terms shall survive and remain in full force and effect and continue to be binding on and enforceable by both of us.

16 THIRD PARTY RIGHTS

A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms but this section does not affect a right or remedy of a third party which exists or is available apart from that Act.

17 GOVERNING LAW AND JURISDICTION

These Terms and the use of the Services generally and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England.

18 QUESTIONS OR COMPLAINTS?

- 18.1 If you have any queries at all regarding the Services, the items featured on the Services or any of the Terms, please contact us by:
- (a) sending an e-mail to hello@pulsesmarthub.co.uk
 - (b) calling us on (+44) 20 7313 9571; or
 - (c) writing to us at 22 Berghem Mews, Blythe Road, London W14 0HN, marking your letter for the attention of Tom Fisher

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