

ZUMA TERMS & CONDITIONS

Version 1.0 – May 2021

Our terms

1. Introduction

1.1 **What these terms cover.** These terms (the “**Terms**”) tell you information about us and the legal terms and conditions on which the various hardware (the “**Product**”) listed for sale on our website (the “**Website**”) are supplied, installed and configured by Zuma Array.

1.2 For ease of reading, we have divided these Terms into several sections:

1. Introduction
2. Information about us and how to contact us
3. Our contract with you
4. Our Product
5. Price and Payment
6. Delivery
7. Survey and Installation
8. Your rights to end the contract
9. How to end the contract with us (including if you have changed your mind)
10. If there is a problem with the Product
11. Our responsibility for loss or damage suffered by you
12. How we may use your personal information
13. Other important terms
14. Cancellation Form

- 1.3 **Why you should read these Terms.** These Terms will apply to any contract for the sale of a Product and any Survey service (see Part 7 below) which you enter into using the Website (each a “Contract”). Please read these Terms carefully before ordering any Product from the Website. By placing an order on the Website you agree to be bound by these Terms, as well as any general terms and conditions of use, which may be published on the Website from time to time.
- 1.4 Every time you wish to order a Product please check these Terms as we may have made changes to them since your last order and the Terms in force at the date of each order will apply.
- 1.5 Please note that some Products will have functionality that requires the use of a companion ‘app’. Use of that app may be subject to the terms of a user licence agreement which you will need to read and accept before use.

2. Information about us and how to contact us

- 2.1 **“We”, “us”, “our” or “Zuma”** are Zuma Array Limited, a company registered in England and Wales. Our company registration number is 11631668 and our registered office is at 5 Garden Walk, London, United Kingdom EC2A 3EQ.
- 2.2 **“You” or “Your”** are the person who orders or agrees to order a Product on the Website from us.
- 2.3 **How to contact us.** You can contact us by telephoning our customer service team on 01952 984224 or by writing to us at help@zuma.ai.
- 2.4 **How we may contact you.** If we have to contact you we will do so by telephone (where you provide a contact number) or by writing to you at the email address and/or postal address you provided to us in your order.
- 2.5 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How to place an order.** Please follow the onscreen prompts to place an order. Our order process allows you to check and amend any errors before submitting your order to us. Please check your order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.2 **How we will accept your order.** By placing an order you are offering to purchase a Product in accordance with these Terms. After you place an order, you will be sent an e-mail from us acknowledging and confirming your order. At this point a binding contract will come into existence between you and us. We recommend that you print or save a copy of that order confirmation for

your records, as well as a copy of these Terms. Once your order is accepted we will contact you to arrange your Survey.

- 3.3 **What happens if we cannot accept your order.** If we are unable to accept your order, for example, because that Product is no longer in stock or no longer available, we will inform you of this by email and will not process your order. If you have already paid for the Product we will refund you the full amount including any delivery charges as soon as possible.
- 3.4 **Limits on numbers of orders.** We reserve the right to limit quantities purchased per person, per household or per order at any time and to cancel or refuse orders that exceed such limits.
- 3.5 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us your order number whenever you contact us about an order.
- 3.6 **We only sell to the UK.** Our Website is solely for the promotion of our Products in the UK.
- 3.7 **You must be 16.** To place an order, you must be above the age of 16. If you are younger than 16, we ask that you let a parent or legal guardian place your order. If it comes to our attention that an order has been made by a person under the age of 16, we reserve the right to decline it.

4. Our Products

- 4.1 **Products may vary slightly from their pictures.** The images of the Product on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Product. Your Product may vary slightly from those images.
- 4.2 **Product packaging may vary.** The packaging of the Product may vary from that shown in images on our Website.

5. Price and payment

- 5.1 **Where to find the price for the Product.** The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order. The price of the Product includes the price of an initial Survey. We take all reasonable care to ensure that the price displayed to you is correct. However please see clause 5.2 for what happens if we discover an error in the price of the Product.
- 5.2 **What happens if the displayed price is wrong.** It is always possible that, despite our best efforts, the Product may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your

order date, we will charge the lower amount. If the correct price for the Product at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 5.3 **When you must pay and how you must pay.** Full payment is required at the time the order is placed. You can pay through our payment processor or any other payment methods which we may add to the Website from time to time. Your use of any payment services to purchase the Product will be subject to the terms and conditions of the applicable payment processor.
- 5.4 **Providing accurate information.** You agree to provide current, complete and accurate purchase and account information for all purchases made on the Website. You agree to promptly update your account and other information, including your e-mail address and credit card numbers and expiration dates, so that we can complete your transaction and contact you as needed. You expressly agree that we are not responsible for any loss or damage arising from the submission of false or inaccurate information.
- 5.5 **Payment security.** We use standard internet encryption technology to provide you with the maximum practicable level of security. By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of purchases.
- 5.6 **When you become responsible for the goods.** The Product will be your responsibility from the time we deliver the Product to the address you gave us.
- 5.7 **When you own goods.** You own a Product once we have received payment in full.
6. **Delivery**
- 6.1 **Delivery costs.** The costs of delivery will be as displayed to you on our Website at the point that you purchase Products.
- 6.2 **When we will deliver the Product.** During the order process we will let you know when we will aim to deliver the Product to you. This will be contingent on your Survey date and the outcome of the Survey. If we consider we are unable to meet the estimated delivery date, we will contact you with a revised estimated delivery date. Please note that delivery dates provided to you by us are estimates given in good faith based on the shipping method selected. For the avoidance of doubt such dates are only approximations. We accept no liability for any delay in the delivery of the Product.

- 6.3 **We are not responsible for delays outside our control.** If our supply of the Product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Product you have paid for but not received.
- 6.4 **Signature required on delivery.** A signature may be required for release of the Product to you at the delivery address you gave us (in particular if the total value of your order is high).
- 6.5 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collection of the Product (using the facility made available by the carrier) We may end the contract and have the relevant Products returned to us.

7. Survey and Installation

- 7.1 **Surveys.** Where you purchase a Product on the Website you are also purchasing a survey (a “Survey”) to be conducted in the premises that you intend to install that Product to ensure that it is a suitable location for your Product (or Products) to be installed and to operate effectively.
- 7.2 **Arranging a Survey.** After you have placed an order for your Product(s) and made payment, we will use the contact details supplied by you to contact you to arrange a time and date for a Survey to be carried out. Surveys will be carried out by a subcontractor and not by Zuma Array.
- 7.3 **During the Survey.** On the day of your Survey you are responsible for admitting the surveyor to your premises and for ensuring that those premises are a safe environment for them to work in. If you fail to admit our surveyor, or if they cannot enter because your premises are unsafe, then we reserve the right to charge you the cost of a second Survey.
- 7.4 **Successful Surveys.** If the surveyor confirms that your premises are suitable for Products to be installed then we will dispatch your Products to you.
- 7.5 **Where an issue is detected.** If the surveyor advises us that either (a) your premises are not suitable for Products to be installed, or (b) that they would advise changing the quantity of Products that you intend to install in the premises, then we will contact you to discuss that finding and to amend your order. We reserve the right to cancel any order where our surveyor advises that installation of Products is unviable.
- 7.6 **Rearranging a Survey.** You must contact us 3 working days before the Survey date to re-arrange or cancel your appointment. If you fail to do so or you miss or fail to make the necessary arrangements for your appointment to take place, we may charge you for the cost of booking another appointment.

7.7 **Installation.** Where a Survey is successful you will be offered the option of engaging the party which conducted the Survey to install your Products once they are delivered. If you do so, then we will put you in contact with them to arrange for that service independently (which will take place under a separate contract). You are not obliged to engage any particular party to install your Products, you may appoint an alternative technician of your choice or perform the installation yourself. Please note that Zuma Array does not provide installation services directly and will never fit or install Products ourselves, accordingly we accept no liability for any installation irrespective of which party carries it out.

8. Your rights to end the contract

8.1 Where you purchase Products from our Website as a consumer, you have the various rights described in this section 8. If you purchase products from us as a wholesaler or as part of a trade account then these rights do not apply and the default statutory regime applies instead.

8.2 **You can end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 8.3;
- (c) **If you have just changed your mind about the Product**, see clause 8.4. You may be able to get a refund if you are within the statutory cooling-off period, but this may be subject to deductions (for example, the costs of any Survey which has taken place before you notify us that you have changed your mind) and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 8.6.

8.3 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Product fees which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

- (c) there is a risk that supply of the Product date may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.4 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have the right to return purchased Product for a refund at any time between placing your order and within fourteen (14) days of you receiving the Product for any reason. The Product must be returned unused and in the condition sent to you with the original packaging.

8.5 **When you don't have the right to change your mind.** If the Product has been damaged or subject to wear and tear prior to you changing your mind, then we are entitled to reduce the value of the refund that we offer to you to take account of that damage, please see section 9.5 for details. Please note that physically installing a Product is likely to significantly reduce its value, so you are unlikely to receive a full refund if you change your mind about a Product after it has been installed.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.2), you can still end the contract before it is completed. The Contract completed when the Product is either delivered. If you want to end the contract in these circumstances, just contact us to let us know. We will refund any advance payment you have made for Product which will not be provided to you.

9. How to end the contract with us (including if you have changed your mind)

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

Phone or email. Call customer services on 01952 984224 or email us at help@zuma.ai. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 **Returning Products after ending the contract.** If you end the contract for any reason after Products have been dispatched to you or you have received them, you must return them to us. If you need details of our returns address please contact help@zuma.ai. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. We reserve the right to withhold any refund that may be due to you until we have received the relevant Products back from you.

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

- (a) if the Product is faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to

events outside our control or because you have a legal right to do so as a result of something we have done wrong.

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

9.4 **How we will refund you.** We will refund you the price you paid for the Product including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described elsewhere in these Terms.

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

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Product, if this has been caused by your handling them in a way which would not be permitted in a shop.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6 **When your refund will be made.** We will make any refunds due to you within 14 days from the day on which we receive the Product back from you.

10. If there is a problem

10.1 **How to tell us about problems.** If you have any questions or complaints about the Product or any Survey, please contact us. You can telephone our customer service team on 01952 984244 or write to us at help@zuma.ai.

10.2 **Summary of your legal rights.** We are under a legal duty to supply our Products in conformity with this contract. Nothing in these terms will affect your legal rights.

Under the Consumer Rights Act 2015 you are entitled to receive a Product that is as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Product your legal rights entitle you to the following:

- (a) Up to 30 days: if the Product is faulty, then you can get an immediate refund.
- (b) Up to six months: if the Product can't be repaired or replaced, then you're entitled to a full refund, in most cases.

- (c) Up to six years: if the Product does not last a reasonable length of time you may be entitled to some money back.

See also clause 8.4.

11. Our responsibility for loss or damage suffered by you

- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 11.2 **We are not responsible for damage caused by configuration to your existing systems.** You acknowledge that the Product may interface with other computer and network technologies that may be present in your premises. It is your responsibility to check whether your systems are compatible with ours. Zuma will not be liable for any disruption caused to such systems or for any loss or damage which may result from the same, including without limitation for any unexpected impact on the regular functioning of such systems, any degradation of the quality or integrity of any data processed or stored on such systems, or for any breaches of the security of those systems.
- 11.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products as summarised at clause 10.2; and for defective Products under the Consumer Protection Act 1987.
- 11.4 **When we are liable for damage to your property.** We are not responsible to you for any damage to your property caused as a result of installing any Product. If you opt to install a product yourself then you are solely responsible for any damage which you cause. If you engage a third party to conduct an installation (including any third parties introduced to you by Zuma Array) then the agreement between you and them will govern responsibility for any damage caused during that installation.
- 11.5 **We are not liable for business losses.** We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. How we may use your personal information

12.1 **How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).

13. Other important terms

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

13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if your payment method fails but we continue to deliver the Product to you without chasing for the failed payment, we can still require you to make the payment at a later date.

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