



## **Pulse4all End-User Terms & Conditions EU**

### **1. Applicability**

- 1.1. These General Terms and Conditions will apply to each Subscription and Operational Lease agreement between Pulse4all and the Member (individually "Party", together "Parties"). Where the following mentions Subscription, this may also mean operational lease agreement, depending on the contractual relationship between the Parties.
- 1.2. Arrangements between Pulse4all and the Member varying from or supplementary to this General Terms and Conditions will be valid only if they have been explicitly confirmed in writing via email by Pulse4all.
- 1.3. Before the Subscription is concluded, the text of these General Terms and Conditions shall be made available to the Member.
- 1.4. If the Subscription is concluded electronically, contrary to the previous paragraph and before the Subscription is concluded, the text of these General Terms and Conditions may be made available to the Member electronically in such a way that the Member can easily save them on a permanent data carrier. If this is not reasonably possible, before the Subscription is concluded it will be stated where the General Terms and Conditions can be inspected electronically and that they will be made available to the Member on request, and that they will be available to the Member electronically upon request.
- 1.5. Agreements between Pulse4all and the Member in deviation from, or in addition to, these General Terms and Conditions shall only be valid if expressly confirmed in writing by e-mail by a director of Pulse4all.
- 1.6. All amounts mentioned by Pulse4all are exclusive of VAT, unless otherwise agreed.

### **2. Subscription**

- 2.1. If a Subscription has a limited period of validity or is made under conditions, this will be explicitly stated in the Subscription offer.



- 2.2. The Member will receive confirmation of the order after fully completing the Order Process. The Subscription becomes effective at the time the Member takes possession of the AED from Pulse4all, unless explicitly stated otherwise in the confirmation or the Subscription (the “**Start Date**”).
- 2.3. The Member must be at least 18 years old and be able to enter into legally binding contracts.
- 2.4. A digital verification process of the Member’s passport, identification card or driver license may be part of the Order Process. In such cases, the AED will not be delivered until the Member is able to provide the relevant identification documents. Where Pulse4all’s verification of the identity documents indicates (potential) fraud, Pulse4all may refer the matter to the police. The Member may only apply for a maximum of **nine (9) Subscriptions**.
- 2.5. Pulse4all charges the Member a one-time deposit as indicated for the relevant Subscription in the Order Process, unless stated otherwise in the Order Process. Upon ending the Subscription, and once the AED is received in Pulse4all’s (or in one of Pulse4all’s partner companies) warehouse in good condition, the deposit will be reimbursed.
- 2.6. After the confirmation, the Member and Pulse4all will agree the time and location for the delivery or pick-up of the AED(s). During the Order Process, Pulse4all verifies the Member’s personal details. During the Subscription Period, the Member shall notify Pulse4all of changes to the data known to Pulse4all (such as a new phone number, address or bank account) in good time and without undue delay.
- 2.7. In return for Pulse4all making the AED available to the Member, the Member owes Pulse4all the monthly Subscription Fee agreed in the Order Process during the Subscription Period. Unless otherwise agreed in the Subscription, the Subscription Fee is due for payment in advance at the beginning of each period of one (1) month for the whole period of one (1) calendar month.
- 2.8. **If the Subscription is concluded by completing the registration form on the website of Pulse4all and the Member has the right to withdraw with immediate effect from the Subscription without giving a reason within fourteen (14) days of receipt of the AED by sending a written notice of withdrawal to Pulse4all. If the Member withdraws the Subscription within the fourteen (14) day withdrawal period, the Subscription and registration fees will be charged to the Member on a pro-rata basis for the number of days during which the AED was at the Member’s disposal. Subject to Clause 2.6, will still apply.**
- 2.9. The Member may only use the AED in the country where it has concluded a Subscription.



2.10. Under the Subscription, the Member is entitled to free on-site exchanging as set out in Clause 5.

### **3. AED**

- 3.1. The AED including any other Provided Items shall at all times during the Subscription Period remain the property of Pulse4all.
- 3.2. Beyond the specifications agreed in the relevant Subscription (e.g. specifications on the type and/or category of the AED), the Member is not entitled to a particular design, colour, fit-out or configuration of the AED. Pulse4all reserves the right to put advertisements on the AED at any time and at its sole discretion. If an advertisement attached to the AED or printed on the AED is damaged, removed, unreadable or otherwise no longer visible, the Member shall inform Pulse4all of this without undue delay.
- 3.3. The Member acknowledges and agrees that the AED may have a GPS tracker which allows Pulse4all to track data of the location of the AED. Pulse4all can, amongst other things, track data in the event of a suspected loss, theft or unauthorised use of the AED. The Member shall make normal use of the AED and take due care of the AED. The Member shall avoid unusual strain on the AED and use it according to the instructions of the HeartStart OnSite Defibrillator OWNER'S MANUAL or the HeartStart FRx Defibrillator OWNER'S MANUAL. The Member should avoid all actions that could disrupt the proper functioning of the AED.
- 3.4. In case of an emergency Sudden Cardiac Arrest, use of the AED is not exclusively restricted to the Member.
- 3.5. The Member may only use the AED if the Member complies at all times during the Subscription Period with all aspects of all applicable laws and regulations, including but not limited to meeting the minimum age required, compliance with the relevant usage regulations and holding the relevant insurance(s) such as a standard liability insurance. Minors may use an AED in case of an emergency.
- 3.6. In the event that the AED is used for an emergency rescue, the Member should notify Pulse4all immediately and request an immediate on-site exchange.
- 3.7. The Member or anyone else shall not use the AED while suffering from a medical condition or on medication that may affect the Member's use of the AED, or while under the influence of drugs or alcohol.



#### **4. Conditions regarding use of the AED**

- 4.1. For the purposes of these General Terms and Conditions, "use" of the AED shall be deemed to include in any event having the AED available and ready for use, the storage as well as the actual use of the AED if needed to rescue a victim of Sudden Cardiac Arrest.
- 4.2. Subject to Clause 10, the Member uses the AED at their own risk and is responsible for such use. It is the Member's responsibility to conduct reasonable checks to verify that the AED remains in a good and safe condition throughout the Subscription Period. For example, the Member shall check routinely if the light at the right-top of the AED is blinking green (which indicates the AED is 100% ready for use).
- 4.3. The Member shall not use the AED if they have identified any defects and/or damage leading to any safety concerns or other concerns in connection with the proper use of the AED, in particular if the light at the right-top of the AED is blinking red and/or if the AED is chirping, indicating it is NOT ready for use. The Member shall inform Pulse4all of such blinking, chirping and/or defects and damages concerns in good time by requesting an on-site exchange. Should the Member not inform Pulse4all in a.m. situations, the Member will be held liable and responsible in case of malfunctioning of the AED.
- 4.4. The Member may not destroy the AED, make any changes to the AED that cannot be reversed without damaging it, or manipulate in any way the electronics, battery, electronic pads, computer and/or software of the AED.
- 4.5. The Member is obliged to store the AED in a Safe Place. The AED must be stored at the correct temperature, **between zero (0) and forty-three (43) degrees Celsius** (the "**Safe Place**").
- 4.6. The Member agrees to grant Pulse4all or third party(ies) designated by Pulse4all, upon first request, access to the location(s) where the AED(s) are located, for the purpose of inspecting, verifying, replacing all or part of the AED(s) or otherwise exercising any rights Pulse4all or Pulse4all's designated third party(ies) may have in respect of the AED(s). The Member will reasonably provide all cooperation.

#### **5. On-site exchange**



- 5.1. On-site exchange is permitted in case of the battery or electrode pads having reached the date of expiry, or in case of damage or defects, if the AED has been used for a rescue, or if the AED is chirping. In case of theft of the AED, the Customer is entitled to an On-site exchange, if a copy of the police report is handed in via email by the Customer to Pulse4all. In case of loss of the AED, the Customer is not entitled to an On-site exchange. When the Member requests an On-site exchange, the Member will fill in a request form with questions regarding the condition of the AED. Based on this form, Pulse4all will conclude if an On-site exchange is permitted or not.
- 5.2. An On-site exchange includes the exchange of the AED for a replacement AED of a similar type, fitted with a battery and electrode pads which expiry date is further away than 3 months, provided that the Member has complied with the terms of the Subscription and these General Terms and Conditions.
- 5.3. Pulse4all shall perform On-site exchanges on-site at the location of the AED, or another location if requested by the Member and approved by Pulse4all.
- 5.4. Pulse4all aims to exchange an AED within forty-eight (48) hours after the Member has contacted Pulse4all by telephone, via email, WhatsApp or the Pulse4all application. On-site exchange takes place by appointment with the Member. The Member cannot claim any compensation or payment if this target time is not achieved, and may be liable to pay an Charge if they miss an agreed On-site exchange appointment, as set out in Schedule II (A). Pulse4all may refuse the On-site exchange if it is for reasons other than those set out in Clause 5.1.
- 5.5. The costs for an On-site exchange are covered by payment of the Subscription Fee. During the Subscription Period, the Member may request an unlimited number of On-site exchanges subject to Clause 5.1 without incurring any additional charges. However, Pulse4all may refuse an On-site exchange until such time as the Member has paid any outstanding Subscription Fee or other Charges to Pulse4all.

## **6. Ending a Subscription**



- 6.1. Prior to returning the AED in accordance with Clause 8.1, the Member may cancel its Subscription free of charge by sending an email to Pulse4all (the “**Cancellation Notification**”). The Cancellation Notification must be received by Pulse4all no later than fourteen (14) days preceding the End Date. After receiving the Cancellation Notification from the Member, Pulse4all will send a confirmation of the Cancellation Notification (via email) with instructions to return the AED, no later than ten (10) days preceding the End Date. Only then the Cancellation Notification is confirmed. A Subscription cannot be reactivated free of charge after return of the AED to Pulse4all.
- 6.2. If the Subscription is (i) terminated by the Member taking into account the notice period of fourteen (14) days and the Member has not returned the AED to Pulse4all on or before the End Date or (ii) terminated with immediate effect by a Member and the Member has not returned the AED to Pulse4all within seven (7) days from the End Date, the Member shall owe Pulse4all an immediately payable Late Return Charge as set in Schedule II (B) per calendar day from the eighth (8th) day after the End Date until the day the AED is received back by Pulse4all, subject to a maximum of twenty-two (22) days. If the AED is not returned to Pulse4all within thirty (30) days after the End Date, the Member shall owe Pulse4all an immediately payable Charge in the amount of the Current Market Value of an AED set in Schedule II (B), without prejudice to Pulse4all's right to claim (additional) damages. In addition, in this case a report to the police of misappropriation police of misappropriation and/or theft.
- 6.3. If the Subscription is terminated by Pulse4all and the AED is not returned to Pulse4all within seven (7) days from the End Date, Pulse4all will consider this a theft or embezzlement by the Member. In that case, the Member will be obliged to compensate Pulse4all on a pro rata basis for the loss suffered in the amount equal to the Subscription Fee for the relevant type of Subscription. Such Charge is without prejudice of the right of Pulse4all to request full compensation of the loss suffered by it to the extent that such loss exceeds the Charge set in Schedule II (B).
- 6.4. When Pulse4all exchanges an AED, the Member will hand-in the AED to Pulse4all, including any other Provided Items.

## **7. Duration of the Subscription**



7.1. The standard Subscription's minimum term is three (3) months, but may be agreed otherwise with the Member. The Subscription Period begins on the Start Date and remains in effect for an indefinite period of time. Subject to the provisions of Clause 14, early termination will not be possible and a Member may terminate the Subscription with a notice period of fourteen (14) days prior to the end of the minimum term. Upon expiry of the minimum Subscription Period and provided that the Subscription is not terminated by either Party, the Subscription turns into ongoing subscription that is tacitly renewed until the consumer cancels. The notice period is one (1) month. If the Member terminates Subscription, the Subscription ends one (1) month after cancellation.

## **8. End of the Subscription and Return of the AED**

8.1. When the termination of the Member's Subscription takes effect, Pulse4all will send the Member an email with instructions to return the AED and the Member shall before or at the latest on the End Date return the AED including any other Provided Items to the Pulse4all warehouse in the Member's country and/or Service Area, or, if Pulse4all notifies the Member thereof, to the warehouse of one of Pulse4all's partner companies. In case the AED needs to be picked up by Pulse4all at a location requested by the Member, Pulse4all will be entitled to charge an immediately payable Charge as set out in Schedule II(A). All rights of the Member under the Subscription will end from the moment the Member hands in the AED to Pulse4all or the AED is picked up by Pulse4all, without prejudice to the Member's obligation to pay the full Subscription Fee until the End Date.

8.2. Pulse4all may at any time during the Subscription Period terminate the Subscription with the Member with a notice period of one (1) month in case (i) Pulse4all ceases delivery of the services in the Service Area, (ii) changes its product offering in the Service Area, or (iii) amends the Service Area of the Member. In such a case, the Member shall return the AED in accordance with Clause 6.1.

## **9. Theft or loss**

9.1. In order to prevent incidents such as loss, theft and damage, the AED must be stored in a Safe Place. If the AED including any other Provided Items is not stored in accordance with Clause 9.1 and an incident occurs (including vandalism, loss or theft), the Member will owe Pulse4all (in addition to the immediately payable Charge referred to in Clause 10.3) a negligence immediately payable Charge for the applicable Subscription as specified in in Schedule II. In addition, in this case a report to the police of misappropriation police of misappropriation and/or theft.



9.2. In the event of the loss or theft of the AED including any other Provided Items the Member is obliged to:

- a) report the loss or theft to Pulse4all within twenty-four (24) hours from the moment the Member became aware of it; and
- b) assist Pulse4all in reporting the loss or theft to the police together with an employee of Pulse4all or to report this loss or theft to the police together with an employee of Pulse4all at Pulse4all's request; and
- c) provide any relevant information regarding the loss or theft without undue delay upon Pulse4all's request.

Only if all relevant requirements in this Clause 9.2 have been complied with will the Member receive a replacement AED from Pulse4all.

9.3. In the event of the loss or theft of the AED including any other Provided Items the Member will owe Pulse4all a immediately payable Charge for the applicable Subscription as specified in Schedule II (B) & (C):

- a) for such loss or theft (or, if certain parts of the AED are lost or stolen, Pulse4all will be entitled to charge this to the Member up to the amount of the relevant Charge); and
- b) if the Member does not, or not in good time, report such loss or theft.

9.4. If it turns out that the Member has provided incorrect information or has made false statements, the Member shall be fully liable for this. Pulse4all will be entitled to claim any damages from the Member resulting therefrom and to charge an unfairness charge amounting the Current Market Value of an AED as set out in Schedule II (D).

9.5. Notwithstanding the surcharges and compensations referred to in this Clause 9 Pulse4all reserves the right to claim from the Member compensation up to the amount of actual damages suffered by Pulse4all resulting from the theft or loss of (parts of) an AED including any other Provided Items.

9.6. If the AED including any other Provided Items, which has been notified to Pulse4all as lost or stolen are found again, Pulse4all may, at its discretion and subject to the technical and optical condition of the relevant AED including any other Provided Items reimburse the Member any Charges paid.





9.7. If the AED has been removed by the municipality or other public authorities, Pulse4all will contact the Member regarding the collection process. Any costs for obtaining the AED or other related costs will be payable by the Member. Pulse4all will be entitled to charge costs for this to the Member, such as any costs incurred by Pulse4all to obtain the AED and the relevant Charge as set out in Schedule II.

## **10. Damage and Accidents**

10.1. The Member shall report damage to (parts of) the AED to Pulse4all within twenty-four (24) hours of the accident occurring or of becoming aware of the damage, unless the Member is prevented from meeting this deadline due to exceptional circumstances as a result of which the Member was reasonably not capable of reporting such damage, for example in the event of a hospital stay after an accident. This applies regardless of the extent of the damage or accident and regardless of whether the Member has caused the damage or accident or not.

10.2. In the event of damage of (part of) the AED including any other Provided Items the Member will owe Pulse4all a immediately payable Charge for such damage as specified in respect of the relevant Subscription in Schedule II (D) or, if certain parts of the AED are damaged, Pulse4all will be entitled to charge this to the Member up to the amount of the relevant Charge. Pulse4all will always take a photo of the AED before an On-site exchange of the AED, at arrival in the warehouse, and after an On-site exchange of the AED.

10.3. Pulse4all reserves the right to claim from the Member compensation Pulse4all for any losses arising as a result of a failure by the Member to notify Pulse4all about damages or accidents or failure to notify within the aforesaid timeframe. This includes all additional expenses incurred by Pulse4all for the purposes of repairing the damage as well as third parties' compensation claims which would have been avoided if notice of the defect had been given within the aforesaid timeframe.

10.4. In the event of damage and wear and tear to the AED other than what may be expected from normal use (such at the discretion of Pulse4all), or if the Member has caused the damage, Pulse4all reserves the right to claim from the Member up to the amount of actual damages suffered by Pulse4all.

## **11. Payments**



- 11.1. When taking out a Subscription, the Member will be required to provide a direct debit mandate to have the monthly Subscription Fee and other costs owed debited to the relevant bank account number, credit card or other payment method.
- 11.2. In the event that additional costs are charged, such as the Charges set out in these General Terms and Conditions, Pulse4all will be entitled to first require payment thereof before providing a fresh AED to the Member.
- 11.3. If the Subscription Fee, Charges or other costs cannot be debited or are wrongly reversed, the Member will be in default by operation of law. In that case, the Member will receive a demand to pay any amounts due within fourteen (14) days. Pulse4all may engage a collection agency if the amounts due have not been paid within the period of fourteen (14) days. All additional administrative costs and extrajudicial collection costs will be payable by the Member. In addition, Pulse4all may trace the location of the AED, including by using a GPS tracker, and seize the AED and other Provided Items in respect of which the Member is in payment default.

## **12. Liability**

- 12.1. Pulse4all will not be liable for any damages or harm (including any fines or other monetary sanctions imposed on) suffered by the Member as a result of using the AED, save in the case of wilful misconduct, deliberate recklessness or gross negligence on part of Pulse4all or for damages that cannot be excluded on grounds of mandatory statutory provisions.
- 12.2. The Member will be personally liable for compliance with these General Terms and Conditions.
- 12.3. The Member indemnifies Pulse4all on first written demand for any fines or other monetary sanctions imposed on Pulse4all as a result of the Member's use of the AED.



12.4. The Member indemnifies Pulse4all and holds harmless Pulse4all on first written demand from any and all fees, fines, penalties or other monetary sanctions imposed on Pulse4all by third parties, or losses incurred by or awarded against Pulse4all as a result of breach by the Member of its obligations under the Subscription or these General Terms and Conditions. In this context, Pulse4all may cooperate with and provide requested information to any authorised administrative or judicial authority or, more generally, any third party authorised in accordance with the applicable laws. For the sake of expediency, Pulse4all may pay amounts owed by the Member on the Member's behalf and the Member shall reimburse Pulse4all for such sums. Without prejudice to compensation for any other further damages, for the administrative handling of such incidents Pulse4all reserves the right to charge the Member a maximum charge amounting the Current Market Value of an AED as set out in Schedule II (D). By accepting these General Terms and Conditions, the Member agrees that Pulse4all may debit these amounts from the Member's payment method as provided in Clause 11.1 and that Pulse4all may contact the Member directly to obtain additional information.

12.5. Pulse4all has the right to withdraw an AED from the Subscription Scheme, should Pulse4all be unable to keep the AED in rescue-ready condition. This may be caused by shortages in supply or non-availability of electrode pads and/or batteries and/or AED. In such a situation, Pulse4all may invoke force majeure and the relevant AED must be taken out of service by Pulse4all. For the duration the AED is taken out of service, no subscription fee by the Member is owed by the Member to Pulse4all.

### **13. Amendments**

13.1. Pulse4all reserves the right to make reasonable changes to the Subscription Fee in the event that Pulse4all's costs change as a result of changes in applicable laws and regulations, or for annual price indexations based on the [CPI, Consumer Price Index 2015=100]. Any such changes will be communicated to the Member via email at least one month before the effective date. Prior to this effective date, the Member may terminate the Subscription by written notice with effect from the effective date of the price change.



- 13.2. Pulse4all has the right to unilaterally amend the Subscription (which includes these General Terms and Conditions, the Subscription Fee and the information on the Website) due to changes in Pulse4all's product portfolio and/or services, technical, commercial or legal changes or changing market circumstances. Changes in these General Terms and Conditions will be communicated at least six (6) weeks before the effective date by means of an announcement on the website and an email to the Member. The Member will have the right to terminate the Subscription as of the date on which the amended terms and conditions come into effect.
- 13.3. The Member may change the Subscription into another Subscription (of the same or a longer duration) free of charge, in which case Pulse4all will make an appointment and arrange the exchange of the AED for an AED that corresponds with the new Subscription.
- 13.4. A change of Service Area is permitted only with Pulse4all's express consent and shall become effective after written confirmation by Pulse4all of the requested change.

#### **14. Termination**

- 14.1. Pulse4all will be entitled to rescind or terminate, either wholly or partially, the Subscription with immediate effect by means of a written notice or e-mail to the Member in the event of theft of the AED, or if the Member:
- a) fails to fulfil its obligations under the Subscription or these General Terms and Conditions, including by failure to pay the Subscription Fee, Charges or other outstanding amounts under the Subscription or these General Terms and Conditions in due time;
  - b) uses the AED contrary to the provisions in these General Terms and Conditions;
  - c) applies for a provisional or definitive suspension of payments or is granted a provisional or definitive suspension of payments;
  - d) is declared bankrupt or if a petition to enter into bankruptcy or liquidation or a winding-up petition is filed in respect of the Member;
  - e) is placed under guardianship or is allowed to participate in the debt restructuring scheme for natural persons;
  - f) is negatively affected in the fulfilment of its obligations under the Subscription due to an attachment on the AED, an Accessory or other goods of the Member;



g) in the opinion of Pulse4all, abuses the service offered by Pulse4all; or

h) deliberately provides incorrect information to Pulse4all.

14.2. In case of termination based on Clause 14.1, Pulse4all may locate the AED (including by using a GPS tracker) and confiscate it immediately.

14.3. Both Pulse4all and the Member may terminate the Subscription at any time with a notice period of one (1) month, taking into account the minimum term of the Subscription. If the Member terminates the Subscription, the Subscription ends one (1) month after the day of cancellation.

14.4. The Member has the right to immediately terminate the Subscription if Pulse4all has repeatedly or seriously failed to fulfil its obligations described in the Subscription or these General Terms and Conditions.

## **15. Pledging**

15.1. Pulse4all hereby gives notice to the Member that the monthly Subscription Fee owed by the Member to Pulse4all at any time (now and in the future) and receivable by Pulse4all from the Member under a Subscription (the "Receivables") have been or will be pledged by Pulse4all (as pledgor), thereby creating a public pledge on them in favour of a third party (as pledgee). A deed of pledge has been or will be drawn up for this purpose and the pledge on the claims to be established therein is made public by this notice to the Member in respect of all current and future claims of Pulse4all against the Member in accordance with the provisions of Sections 3:236(2) in conjunction with 3:94(1) of the Dutch Civil Code (BW). By accepting these Terms and Conditions, the Member declares and acknowledges having received this notice.



15.2. Until further notice is given to the Member by the pledgee or Pulse4all, Pulse4all is authorised by the pledgee and for that reason authorised to collect the monthly Subscription Fee from the Member. Until further notice, the Member shall pay the monthly Subscription Fee to Pulse4all and a payment by the Member to Pulse4all shall be a payment in discharge of the Customer. Upon receipt of a further notice from the pledgee or from Pulse4all as pledgee, Pulse4all's authorisation shall expire and the Member may only pay in full discharge to the pledgee. Upon receipt of a aforementioned further notice by the Member, the pledgee is exclusively and to the exclusion of Pulse4all authorised (i) to demand and receive payment of outstanding claims by the Member, (ii) to collect the monthly Subscription Fee from the Member and (ii) to terminate the Subscription and the agreements from which the claims arise and to take all measures the pledgee deems necessary to collect the claims. The Member shall reasonably provide all cooperation to enable the Pledgee to exercise its rights as Pledgee.

## **16. Miscellaneous**

16.1. The Member shall be deemed to have accepted without reservation all the provisions of these General Terms and Conditions.

16.2. Pulse4all may provide the Member's details to any public authorities upon a request and shall provide such information to the relevant authorities subject to and in accordance with applicable laws.

16.3. Pulse4all will at all times be entitled to transfer or pledge its claims against the Member, of any nature whatsoever, to third parties.

16.4. Every notice of termination or rescission must be given in written form. Where a notice or other communication under these General Terms and Conditions shall be given in written form, email shall be sufficient.

16.5. The terms of the relevant Subscription shall prevail in case of conflict between the terms of a Subscription and the terms of these General Terms and Conditions.



16.6. In the event that a provision of these General Terms and Conditions is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and the enforceability of the remaining provisions of these General Terms and Conditions shall not be affected. In those circumstances, Pulse4all and the Member shall agree a provision to replace the defective provision which comes as close as possible to what Pulse4all and the Member would have agreed if Pulse4all had realised that the provision was defective, taking into account the spirit and purpose of these General Terms and Conditions and applicable laws. The same applies in respect of any omissions or gaps in the provisions of these General Terms and Conditions.

## **17. Applicable law and disputes**

17.1. Dutch Law applies exclusively to the Subscription and these General Terms and Conditions.

17.2. All disputes arising from or connected with the Subscription and the General Terms and Conditions will only be submitted to the competent court of Amsterdam, except insofar as another court is competent pursuant to any mandatory provision.



## Schedule I – Definitions and interpretations

### 1. Definitions

1.1. Capitalised terms used in this General Terms and Conditions shall have the following meaning:

|                            |                                                                                                                                                                                                                                                                            |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AED:                       | means an Automated External Defibrillator (a semi-automatic defibrillator) including batteries and electrode pads made available by Pulse4all to the Member under a Subscription for use by the Member in accordance with these General Terms and Conditions;              |
| Affiliate:                 | means, in respect of a Person, each other Person who Controls, is Controlled by or is under common Control with that Person;                                                                                                                                               |
| Business Days:             | means any day (other than Saturday, Sunday or public holiday) which banks are open for normal business (other than internet banking services only) in <b>Amsterdam, the Netherlands</b> ;                                                                                  |
| Cancellation Notification: | has the meaning given in Clause 7.1;                                                                                                                                                                                                                                       |
| Charge:                    | means any surcharge, cost, fee, compensation or other amount payable by the Member to Pulse4all in accordance with these General Terms and Conditions, other than the Subscription Fee;                                                                                    |
| Control:                   | means, in relation to any Person, that it, whether directly or indirectly, <i>de jure</i> or <i>de facto</i> (i) holds more than 50% (fifty per cent) of the shares in the capital of a legal entity, or (ii) whether by the ownership of share capital, the possession of |





voting rights, contract or otherwise, has the power to appoint or remove the majority of the members of the management board, or (iii) otherwise has the power to direct or cause direction of the management and policies of Person, whether through ownership of voting interests, by contract or otherwise (in such respect, a limited partnership shall be deemed to be Controlled by its general partner);

General Terms and Conditions: means this End-User Terms & Conditions, including all Schedules;

End Date: means the date on which the Subscription Period ends, which is (i) the last day of the Subscription period in which a written termination notice from the other party pursuant to Clause 7 is received, (ii) in case of a termination pursuant to Clause 14.2, the date on which any amended General Terms and Conditions would come into effect, or (iii) the date on which a termination notice is received by Pulse4all or the Member pursuant to Clauses 2.8 or 14.1;

HeartStart OnSite Defibrillator

OWNER'S MANUAL: a physical copy is transferred with the AED;

On-site exchange: means the exchange of the AED by Pulse4all for the reasons and in the manner set out in Clause 5, and "On-site exchange" shall be construed accordingly;

Law: means any applicable statute, law, directive, rule, (exdcutive or other) order, code, judgment, injunction decree or other binding requirement of any Governmental Authority, in each as may be in force from time to time;



|                                |                                                                                                                                                                                                                              |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Member:                        | means any natural person or legal entity who takes out a Subscription with Pulse4all;                                                                                                                                        |
| Order Process:                 | means the order process is the process in which a natural person or legal entity signs up for an AED of Pulse4all. This process can be initiated via the website, or any other platform made available by Pulse4all;         |
| Party:                         | has the meaning given in Clause 1.1;                                                                                                                                                                                         |
| Person:                        | means an individual, a company or corporation, a partnership, a limited liability company, a trust, an association, a foundation or other legal entity or unincorporated organization, including any Governmental Authority; |
| Pulse4all:                     | means Pulse4all B.V.,, having its registered office in Bergen (NH), the Netherlands, its principal place of business at Bergen (NH), and registered with the Chamber of Commerce under number 89467698;                      |
| Provided Items:                | an AED carry case and a Pulse4all First Responder kit that were provided with the AED;                                                                                                                                       |
| Safe Place:                    | has the meaning given in Clause 4.5;                                                                                                                                                                                         |
| Service Area:                  | Country of residence of the Member;                                                                                                                                                                                          |
| Start Date:                    | has the meaning given in Clause 2.2;                                                                                                                                                                                         |
| Subscription:                  | means a subscription for an AED;                                                                                                                                                                                             |
| Subscription Fee:              | means the amount owed by the Member to Pulse4all for the use of Pulse4all services provided pursuant to a Subscription;                                                                                                      |
| Subscription Period:           | means the duration of a Subscription as agreed in the Order Process as set out in Clause 8;                                                                                                                                  |
| Unjustified On-site exchanges: | has the meaning given in Schedule IV (A);                                                                                                                                                                                    |



Website: means the relevant Pulse4all website (www.Pulse4all.co.uk) as referred to in the Subscription and these General Terms and Conditions.

## **2. Reference to Parties**

2.1. Any reference in this General Terms and Conditions to Parties is a reference to the Parties to this General Terms and Conditions at the relevant time.

## **3. Reference to persons**

3.1. References to a person include any Person, whether or not having separate legal personality and wherever incorporated or registered.

## **4. Headings and references to Clauses, Schedules, and Paragraphs**

4.1. Headings have been inserted for convenience of reference only and do not affect the interpretation of any of the provisions of this General Terms and Conditions.

4.2. A reference in this General Terms and Conditions to:

- a) a Clause is to the relevant Clause of this General Terms and Conditions;
- b) a Schedule is to the relevant schedule to this General Terms and Conditions;  
and
- c) a Paragraph is to the relevant paragraph of the relevant Schedule.

4.3. All recitals, annexes, exhibits, and schedules hereto, represent an integral part of this General Terms and Conditions and references to this General Terms and Conditions includes this General Terms and Conditions and the schedules as a whole.

## **5. References to liabilities and obligations**

5.1. Any reference in this General Terms and Conditions to a liability or obligation of a Party or any of such Party's Affiliates shall be deemed to incorporate references to obligations on the part of such Party to procure that the relevant liability is discharged, or obligation is performed by such Party or its relevant Affiliate(s), on the terms of and subject to the conditions set out in this General Terms and



Conditions.

## 6. Other references

- 6.1. Whenever used in this General Terms and Conditions, the words “as of” shall be deemed to include the day or moment in time specified thereafter.
- 6.2. Whenever used in this General Terms and Conditions, the term “third party” means any person or entity other than the Parties and their Controlling ultimate shareholders, or one of their respective subsidiaries.
- 6.3. Any reference in this General Terms and Conditions to any gender shall include all genders, and words importing the singular shall include the plural and vice versa.

## Schedule II - Overview of Charges

In this Schedule II, an overview is provided regarding the Charges as referred to in the Pulse4all General Terms and Conditions.

- A. Unjustified On-site exchanges as referred to in Clauses 5.4 and Clause 9.1 of the Pulse4all General Terms and Conditions. On-site exchanges are defined as Unjustified On-site exchanges when Pulse4all has to provide service outside of the normal services provided by Pulse4all to the Member as defined in the Pulse4all General Terms and Conditions (the “**Unjustified On-site exchanges**”). In case an On-site exchange is defined as an Unjustified On-site exchange, Pulse4all reserves the right to apply a Charge to the Member for that On-site exchange. Examples in which this Charge is applicable are:
  - I. situations in which Pulse4all has to attend a location other than the location appointed by Pulse4all (for instance the Pulse4all Store) to pick up the AED; and
  - II. situations in which the Member does not attend an appointment made with Pulse4all.

The maximum amount of a Charge for Unjustified On-site exchanges is set out in the table below:



#### Unjustified One-time exchange

AED

Amount

Applicable to all of Pulse4all its AEDs

€ 100,00

- B.** Charges set out for theft by the member as referred to in Clause 10.3 of the Pulse4all General Terms and Conditions. In case the AED has not been returned to Pulse4all by the Member within seven (7) days from the End Date this will be considered as theft by the Member. Pulse4all reserves the right to apply a Charge to the Member for the loss of the AED. The maximum amount of a Charge for the compensation of a lost AED due to theft by the Member is set out the table below per relevant AED:

#### Theft by the Member

AED

Amount

Late Return Charge

€ 10,00

Current Market Value of an AED

€ 2.000,00

- C.** Charges set out for the loss of an AED as set out in Clauses 10.1 and 10.3 of the Pulse4all General Terms and conditions. In case the Member loses the AED provided by Pulse4all, Pulse4all reserves the right to apply a Charge to the Member for the loss of the AED. The maximum amount of a Charge for the loss of an AED is set out in the table below:

#### Loss of an AED

AED

Amount



Current Market Value of an AED € 2.000,00

**D.** Maximum Charge for damages to the AED or parts thereof as referred to in Clause 11.2 of the Pulse4all General Terms and conditions. In the event of damages to the AED, or parts thereof, Pulse4all reserves the right to apply a Charge to the Member for such damages with a maximum fee set out in the table below per relevant AED:

| Maximum Charge for damages to the AED |   |          |
|---------------------------------------|---|----------|
| AED                                   |   | Amount   |
| Current Market Value of an AED        | € | 2.000,00 |
| Battery                               | € | 300,00   |
| 2 Electrode Pads Cartridge            | € | 100,00   |
| Carry Case                            | € | 100,00   |

[www.Pulse4all.co.uk](http://www.Pulse4all.co.uk)

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