

Terms & Conditions

1) Applicability

- a) These terms and conditions, together with all other terms and documents referred to in them (hereinafter, “**Terms**”) are applicable to all orders between **Digital Inc. Ltd** of The Gate House, 5 Chapel Place, Rivington Street, London EC2A 3SB (hereinafter “**DigitalInc**”, “**we**”, “**us**” or “**our**”) and our customers (hereinafter “**Customer**”, “**you**”, or “**your**”) concluded through the website www.digitalinc.org (hereinafter, “**Website**”). You are advised to read the Terms carefully before ordering any products from our Website and to print or save a copy of these Terms for future reference.
- b) Our Website and the products offered for sale on it (hereinafter “**Products**”) are only intended for use by people resident in the United Kingdom and so the Terms are applicable to the sale and delivery of products within the UK. Our products are only available for sale to educational bodies (being schools, colleges, universities, providers of higher or further education or similar in the United Kingdom and people working in, or students of, educational bodies (hereinafter “**Educational Users**”). We cannot accept orders from outside of the United Kingdom or from anyone who is not an Educational User.
- c) By placing an order through our Website, you warrant that: 1) you are legally capable of entering into binding contracts, 2) you are at least 18 years of age or you have the permission of a parent or guardian to place your order if younger; 3) you are resident in the United Kingdom; and 4) you are an Educational User.
- d) We reserve the right to verify that you fulfil the conditions stated in this section 1 and if we believe that you do not, we are entitled to cancel the Contract (defined below), of which you will be informed by email.
- e) Some Products or components of them are offered by third parties. The general terms and conditions of these parties may be applicable to such products or services. Please ensure that you are happy with the terms of that contract and take legal advice if necessary, before ordering.

2) Offer and Agreement

- a) Your order through the Website constitutes an offer to us to buy those Product(s) listed in your order. All orders are subject to acceptance by us and we will confirm that acceptance by sending you an e-mail that acknowledges that the Products have been ordered by you (hereinafter “**Order Acknowledgement**”). The contract between us (hereinafter “**Contract**”) will only be formed when the Products are despatched from the warehouse and we send you an email confirming this (hereinafter “**Order Confirmation**”), **not** at point of ‘Order Acknowledgement’.
- b) If the Products ordered are no longer available or if the price is no longer valid we will inform you and reject your order. If possible, we may offer you substituted goods of a similar nature and quality or a revised price. In this case, we will contact you and ask if you wish to proceed. If you do wish to proceed and we fulfil your order and then do not want to keep the substituted Products then you can cancel your order in accordance with the provisions in section 8 ‘Your Right to Cancel’.
- c) All statements on the Website regarding amounts, prices, measurements, descriptions and/or other designations are made with care, but only serve to identify the Products or elements of them and are estimations only unless explicitly indicated otherwise. Obvious errors such as pricing, units of measure, pack quantities, calculation or typographical errors including in order confirmations, are non-binding.

3) Delivery

- a) Any charge for delivery will be as indicated on our Website when you place your order.
- b) Deliveries will typically be made once per month to the educational body that you are associated with and you will need to collect your order from there. We shall endeavour to inform you of estimated delivery dates when you place an order or this might be indicated on the Website. Delivery terms are non-binding and if delivery is later than expected you will not be entitled to any reimbursement or damages.

4) Delivery of Damaged or Missing Items or non-delivery

- a) If any items are damaged or missing from your order, or if Products are not delivered within a reasonable time from the date that we had informed you that you could expect them, please contact us within 2 working days of your delivery or non-delivery by email to support@digitalinc.org or through the 'Contact Us' feature on the Website. We aim to respond to all enquiries within 2 working days.
- b) If Products are delivered to you with visible (transportation) damage, we kindly ask you to immediately inform your educational body and contact us as soon as possible. Failure to do so will not affect your rights but will help us to make a complaint or claim to the carrier or their insurance company.

5) Prices, Payment

- a) The applicable prices are displayed on the Website save as stated elsewhere in these Terms. All prices are net prices (including VAT) in GBP. Additional costs, such as delivery costs, will be mentioned separately on the Website if applicable.
- b) The products will remain our property until full payment of all outstanding amounts, including any delivery charges, has been received.
- c) Payment may be made by credit or debit card or PayPal as indicated on the Website and separate terms may apply from the third parties who process such payment. Any such terms will be indicated to you.
 - i) Debit cards - We accept various debit cards. Payment will be done through online banking offered by your bank.
 - ii) Credit cards - We accept the following credit cards: Visa, MasterCard. The amount will be transferred from your account the moment we issue your Order Confirmation.
- d) Prices are liable to change at any time, even after Order Acknowledgement, particularly in the event of a material change in the US dollar exchange rate, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.
- e) Please note that you must pay for the Products at the time you place your order.
- f) The Website contains a large number of products and it is always possible that, despite our reasonable efforts, some Products may be incorrectly priced. We will normally verify prices as part of the dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the product. If a product's correct price is higher than the price stated on the Website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing or pack size error is obvious and unmistakable and could have reasonably been recognized by you as a mis-pricing.

6) Software licence

- a) If you are provided with a software licence in respect of any software included in the Products you agree to sign and return it to the address requested within seven days of installation of the software, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.
- b) If no software licence has been provided, you hereby accept a non-exclusive, non-transferable licence to use the software on the following conditions: (i) You will not copy (except to the extent permissible under applicable law or for normal operation of the Products), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without our prior written consent; (ii) You will not use the software on any equipment other than the Products, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the software on the medium on which it resides; (iii) such licence shall be terminable by either party 28 days' written notice, provided that we can only terminate it if your continued use or possession of the software infringes the developer's or a third party's rights, or we are compelled to do so by law, or if you have failed to comply with any term of the Contract; and (iv) on or before the expiry of this licence, you will return to us all copies of the software in your possession.

7) Statutory Rights

Without prejudice to any exceptions or limitations we are entitled to by law, you are always entitled to your statutory rights to correct performance of the Contract, to rescind the Contract and to payment of damages and/or costs. Clause 7 of these Terms applies to any claims for payment of damages or costs.

8) Your Right To Cancel

Following The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, subject to the conditions that are in this section, you have the right to cancel your order or Contract at any time up to the date when 14 days have passed after our completed delivery of the Products without giving any reason. Please note the following points:

- a) This right to cancel applies to all Products, except digital items and unsealed software such as music and games which have been unsealed, downloaded or used.
- b) We will accept Products back even if you have opened the packaging to inspect them.
- c) You are entitled to a refund as long as you inform us of your decision to cancel by a clear statement, including details of your name, address, details of the order or Contract you wish to cancel and, where available, your phone number and email address within 14 calendar days from the day after our delivery of the Products.
- d) The Products must be in an 'as new' condition and returned to us at your cost in, as far as is reasonably possible, the original, undamaged packaging, along with any accessories and other items received with them.
- e) You can examine the Products as you would in a shop but you must not have used or installed them or input any data on them.
- f) Whilst the Products are in your possession you must take reasonable care of them.
- g) DVDs, CDs, memory cards and software packaging discs must still be sealed and/or fully intact as new.
- h) In the case of a service contract or a contract for the supply of a digital download, the cancellation period will expire after 14 days from the day of the conclusion of the Contract. If you consent to a digital download starting within the 14 day cancellation period you acknowledge the right to cancel will be lost and you will not be able to request a refund.
- i) There are two ways to request a cancellation of your order:
 - i) You can email your cancellation to cancellation@digitalinc.org; or
 - ii) You can use the cancellation form found in the Cancellations section of the Website if you wish.
- j) If your Products have been delivered you will be asked to return them to us which you need to do promptly and in any event not later than 14 days from the day on which you communicate your cancellation to us. Once we have received them back from you we will give you a refund for the cost of the Products but not your costs of returning the Products to us. We may make a deduction from the refund for any loss in value of the Products if the loss is a result of any unnecessary handling or inadequate packaging by you.
- k) Refunds may take up to 14 days to be credited to your payment method.
- l) We cannot refund or cancel your order or Contract:
 - i) If you return your Product(s) without proof of purchase,
 - ii) There is a contract for services with the Product(s) and you have started using the services; this would include, for example, mobile data use,
 - iii) The seal has been broken on any DVDs, CDs, memory cards or software, including games,
 - iv) If the silver strip on the back of any Software Product Activation Key card has been partially or completely damaged or removed, or
 - v) The Products were a special order to your specification.

9) Warranty/Complaints

- a) To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your cancellation rights.
- b) If you want to make a claim under warranty you should do so as soon as possible after discovery of the defect, failing which you may lose your right to make any claims under the warranty.

- c) Whilst you have the right to make your warranty claim to us as stated below, we recommend that you contact the relevant third party supplier (for example this may be EE or Microsoft) using their contact information as supplied with the Products. If you are dissatisfied with their service then contact us promptly so that we can attempt to resolve the issue.
- d) If a Product develops a fault within 12 months of our delivery and you contact us rather than the manufacturer we will either, at our option, replace the faulty Product or offer you a repair service which will typically be carried out by the manufacturers' service teams. We may direct you to contact them in order to get you the right service as quickly as possible. If you are not happy with their service you need to let us know promptly.
- e) When we ask you to return a faulty Product to us then provided that the Product was indeed faulty, we will reimburse the reasonable cost of postage but no other costs.
- f) We do not cover faults caused by accident, neglect, misuse or normal wear and tear. Consumable items, such as non-rechargeable batteries are covered by guarantee for 3 months after our delivery.
- g) You acknowledge and agree that the Products may require connectivity to EEs' network, either 3G / 4G / Double 4G to work. Connection speeds will vary dependent on the signal type you have access to, at point of access.
- h) THIS RETURNS POLICY DOES NOT AFFECT YOUR LEGAL RIGHTS. DETAILS OF YOUR LEGAL RIGHTS ARE AVAILABLE FROM TRADING STANDARDS OR CITIZENS ADVICE CONSUMER SERVICE.

10) Liability And Indemnification

- a) Our liability to you is limited to the extent permitted by law.
- b) Notwithstanding anything else in these Terms, nothing in these Terms excludes or limits in any way our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability, or under section 2(3) of the Consumer Protection Act 1987.
- c) If damage occurs, you are obliged to limit, as far as reasonably possible, any further or other damages.
- d) We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for (i) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or (ii) any loss of goodwill or reputation; or (iii) any special or indirect losses suffered or incurred by you arising out of or in connection with any matter under the Terms.

11) No Right To Pass On Or Resell

You do not have any right to resell the Products, to pass them on to any other person or to allow any other person to use them. They are sold to you solely for your own educational purposes. If we identify that you have breached this provision then you agree to pay us on demand an amount equal to the uplift to represent full commercial list prices for the Products as advised by us, acting reasonably, plus £250 to cover our processing costs.

12) Promotional Mailing

When registering on our Website you can opt-in to receive promotional emails. You can opt out of promotional email activity at any time by clicking on the "unsubscribe" link at the bottom of any marketing email or by updating your Mailing Preferences when you log in to your account. It may take up to 7 days for the change to take effect. You will then remain opted out of promotional email activity until you change your Mailing Preference again.

13) Written Communications And Notices

- a) Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights. Please note that our contract and all communications between us will be in English.

- b) All notices given by you to us must be given to Digital Inc. Ltd, Gate House, 5 Chapel Place, Rivington Street, London EC2A 3SB. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14) Language, Law And Jurisdiction

- a) Orders and all communications regarding these Terms or our Contract can only be made in the English language.
- b) The Contract and these Terms will be governed by English law. The applicability of the 1980 Vienna Convention on Contracts for the Sale of Goods (CISG) is explicitly excluded.
- c) Any dispute or claim arising out of or in connection with these Terms, Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

15) Miscellaneous

- a) **The Website:** We, our group of companies and our suppliers own the copyright, trademarks and all other intellectual property rights in all material and content on the Website, which you may use, download, copy, publish, transmit or otherwise make available by any other means only for your own personal, non-commercial use. Any other use or reproduction of the material or content is strictly prohibited. You may not create any link to the Website without our prior written consent, nor may you restrict or inhibit the use or enjoyment of it by anyone else.
- b) **Data Protection:** During the use of the Website, or when placing an order and/or the execution of a Contract, we may use your personal information. For more information on the use of your personal information please click on the Privacy Policy link on the Website.
- c) **Filing:** We will not store a copy of the Contract and after completing your order you will not be able to retrieve a copy through the Website. We therefore encourage you to print or save a copy of the Terms and any other email documentation related to your order or Contract.
- d) **Contact:** You can contact us at Digital Inc, Ltd, Gate House, 5 Chapel Place, Rivington Street, London EC2A 3SB or by email to enquiries@digitalinc.org or through the 'Contact Us' feature on the Website. We aim to respond to all enquiries within 2 working days.
- e) **Severance:** If any part of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.
- f) **Waiver:** No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.
- g) **Survival:** Each provision of the Terms shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.
- h) **Entire agreement:** The Terms govern our relationship with you. Any changes to these Terms must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what we and you are expected to do. You confirm that, in agreeing to accept the Terms, you have not relied on any representation save insofar as the same has expressly been made a term of these Terms and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Terms.