

Virgin Media X Plume HomePass – Terms of Sale

Last Updated: June 22 2022

Welcome to the online store (the “**Store**”) provided by Plume Design Inc. (“**Plume**,”) and Virgin Media Limited (“**Virgin Media**”) (together the “**Parties**”, “**we**,” or “**us**”) and thank you for your interest in the innovative products and services we offer here.

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY SET OUT IMPORTANT DETAILS ABOUT YOUR RIGHTS IN RESPECT OF ANY PRODUCTS AND SERVICES YOU PURCHASE FROM US. BY PLACING AN ORDER WITH US YOU AGREE TO THESE TERMS.

Your purchase of products available in the Store (“**Products**”), and/or subscription services (“**Subscription Services**”) is your agreement to be bound to these Virgin Media/Plume Terms of Sale (“**Terms**”), the [Limited Warranty](#), any other terms posted at www.get.plume.com/virginmedia/legal/, and any other terms included in-box with any Products.

When you agree to these Terms, you enter into a contract with both Virgin Media and Plume for the sale and supply of the Products and Subscription Services. Under these Terms, Plume will be responsible for handling the fulfilment of Orders (as defined below), supplying the Products and Subscription Services, billing, customer communications and further customer support. Virgin Media will provide additional online support resources but, for the avoidance of doubt, we will be jointly liable to you in relation to these Terms.

Use of the HomePass website is subject to [Website Terms of Use](#).

Use of your personal information by Plume is governed by Plume's [Privacy Policy](#). Use of your personal information by Virgin Media is governed by [Virgin Media's Privacy Policy](#).

When you purchase the Products you are required to purchase a HomePass membership subscription from Plume (“**HomePass Memberships**”) in order for the Products to work. HomePass Memberships are subject to the terms of Plume's [HomePass Membership and Services Agreement](#) but the reference to Subscription Services in these Terms will include the subscription for HomePass Memberships.

For the avoidance of doubt, Virgin Media is not a party to your agreement with Plume under the [HomePass Membership and Services Agreement](#). Plume will be solely responsible for providing the HomePass Memberships in accordance with the HomePass Membership and Services Agreement, and will be solely liable to you for any claims under that agreement.

1. AVAILABILITY AND PRICING.

1.1 All Products and Subscription Services offered on the Store are subject to availability, and we reserve the right to: impose quantity limits on any Order; reject all or part of an Order and discontinue offering certain Products and/or Subscription Services, without prior notice.

1.2 Prices for the Products and Subscription Services are subject to change at any time, but unless we notify you otherwise, changes will not affect any Order for Products or Subscription Services you have already placed.

1.3 In the event we increase the pricing for any Subscription Service you have purchased, we will give you advance notice of this change and you will be entitled to cancel that particular Subscription Service in accordance with Section 10 (Modifications).

2. ACCOUNTS.

2.1 In order to make a purchase via the Store, you may be required to provide us with some information about yourself, such as your name, email address, shipping address, and payment information.

2.2 You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times.

2.3 You are solely responsible for maintaining the confidentiality of your account, and you accept responsibility for all activities that occur under your account.

2.4 If you believe that your account is no longer secure, then you must immediately notify Plume at plume-virginmedia.support@plume.com.

3. ORDERS.

3.1 You may check and correct any input errors in your order up until the point at which you submit your order to us by clicking the “Place Order and Pay” button on the checkout page (each an “Order”).

3.2 After placing an Order, you will receive an acknowledgment from us that we have received your Order and we will give you an Order reference number. Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer to us to buy the Products or Subscription Services set out on your Order.

3.3 All Orders are subject to our acceptance. We are not obliged to accept your Order and may, at our discretion, decline to accept any Order. You do, however, acknowledge that by clicking on

the “Place Order and Pay” button, you enter into an obligation to pay for the Products and Subscription Services set out on your Order.

3.4 Where we accept your Order, we will confirm such acceptance by sending you a confirmation that your Order has been accepted and, if you have ordered Products, dispatched (“**Order Confirmation**”).

3.5 The contract between you and us in relation to the Products and Subscription Services set out in your Order (“**Contract**”) will only be formed when we send you the Order Confirmation. Subject to Section 3.6 below (including our rights to cancel orders that we believe may be fraudulent), after entering into the Contract, we will be under a legal duty to supply you with Products and Subscription Services in accordance with the Contract. The Contract will relate only to the Products and Subscription Services which have been confirmed in the Order Confirmation. We will not be obliged to supply any other Products or Subscription Services which may have been part of your Order until such Products or Subscription Services have been confirmed in a separate Order Confirmation.

3.6 We reserve the right to:

- (a) limit or cancel purchases per person, per household or per Order;
- (b) limit the sales of our Products or Subscription Services to any person, geographic region or jurisdiction;
- (c) limit the quantities of any Products or Subscription Services that we offer; and/or
- (d) discontinue any Product or Subscription Services at any time.

These restrictions may include Orders: placed by or under the same customer account; placed using the same credit or debit card; which we suspect are made fraudulently, illegally, maliciously or otherwise in breach of our Website Terms of Use; and/or that use the same billing and/or shipping address.

3.7 In the event that we make a change to or cancel an Order, we will notify you by contacting the e-mail and/or billing address/phone number provided at the time the Order was made.

3.8 Any offer for any Product or Subscription Services made on this website is void where prohibited.

4. PRICE AND PAYMENT.

4.1 Price. The price of Products and Subscription Services are as quoted on the Store from time to time. All prices are inclusive of VAT. Shipping costs (if any) will be expressly noted in the Store

at the time of checkout. Prices and shipping costs are subject to change at any time, but unless we notify you otherwise changes will not affect orders in respect of which we have already sent you an Order Confirmation.

4.2 Pricing Errors. It is always possible that, despite our efforts, some of the Products or Subscription Services listed on the Store may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's or Subscription Services' correct price is less than our stated price, we will charge you the lower amount. If a Product's or Subscription Services' correct price is higher than the price stated on the Store, we will normally, at our discretion, either contact you for instructions before dispatching the Product or enabling the Subscription Services, or reject your Order and notify you of such rejection.

4.3 Method of Payment.

- (a) Payment for Store purchases must be made by credit or debit card, or other payment means made available on the checkout page.
- (b) Where available, payments using one of our financing partners (such as PayPal) are subject to such financing partners' terms, available [here](#). Learn more about financing options [here](#).
- (c) You authorise us (or our third-party payment processor, or your linked third party payment processing account) to periodically charge, until cancellation of either the recurring payments or your account, the sums set out on your Order Confirmations.
- (d) By providing a credit or debit card or other payment method accepted by us, you agree that you are authorised to use the designated payment method.

Please note:

- *it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this;*
 - *when paying by credit or debit card, we may seek pre-authorisation prior to your purchase to verify that the credit or debit card or other payment method is valid and has the necessary funds or credit available to cover your purchase; and*
 - *Plume's third-party payment processor is Stripe. Stripe's terms, available [here](#), apply to applicable payments made in the Store.*
- (e) If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your Order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your Order.

- (f) If you want to change or update payment information associated with your Order you can do so at any time by contacting Plume at plume-virginmedia.support@plume.com.

5. INITIAL PAYMENTS AND RENEWAL PAYMENTS.

5.1 HomePass Memberships. The HomePass Memberships are subject to Plume's [HomePass Membership and Cloud Services Agreement](#). For the avoidance of doubt, Virgin Media is not a Plume Partner offering a Partner Membership (as defined in the HomePass Membership and Cloud Services Agreement).

5.2 SUBSCRIPTION PAYMENTS

Subscription Fees

- (a) You will pay all fees due in respect of the Products and the Subscription Services, including subsequent renewals, plus any other sums that accrue on or before the relevant payment due dates (including all applicable fees and taxes) (the “Subscription Fees”).

Subscription Plan

- (b) We offer our Products and Subscription Services together as a series of “Subscription Plans”. Each Subscription Plan is a combination of:
- (i) a subscription to the Subscription Services for a set term (your “**Minimum Subscription Plan Term**”); and
 - (ii) one or more Products.
- Details of what is contained within the Subscription Plans that we offer are displayed on our Store.
- (c) Some Subscription Plans include Subscription Services which are provided on a trial basis. Trial Subscription Services will be withdrawn when such trials expire. Details of such trials, and how the Subscription Services may vary, will be displayed on our Store and confirmed in your Order Confirmation.
- (d) There are no separate charges for the Products provided in our Subscription Plans.
- (e) When you subscribe to a Subscription Plan:
- (i) the frequency and amount of the required instalment payments will be as set out on your Order Confirmation (this will include a breakdown of the sums payable for the Subscription Services and any sums payable in respect of additional Products); and

(ii) you will not be charged any interest on the fees associated with the payment in instalments for the Products;

(ii) subject to 5.3(g) below, on the expiry of your Minimum Subscription Plan Term, your Subscription Service will auto-renew on the basis set out under “Renewals and Renewal Payments” below; and

(iii) if we do not receive a payment by the due date set out in your Order Confirmation, we may: (1) contact you to confirm the payment details we hold for you are still correct; (2) try to collect the payment again at a later date; (3) contact you to arrange an alternative method of payment; and / or (4) take the actions set out under Section 6.3 (Cancellation and Termination of Subscription Services).

PLEASE NOTE: This agreement is exempt under the Consumer Credit Act 1974 thereby being exempt under the Financial Services and Markets Act 2000 pursuant to Article 60F of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

It is important that you understand that by signing and entering into this agreement you will not be granted certain rights and protections in respect of this agreement that you would have under a credit agreement regulated by the Financial Services and Markets Act 2000 and the Consumer Credit Act 1974.

For instance, you will not have the right to complain to the Financial Ombudsman Service and nor will you have the right to compensation from the Financial Services Compensation Scheme in the event of our insolvency.

You should only enter into the agreement to pay by way of instalments if you understand and agree to this.

(f) The Subscription Services, and any trials which we offer, may change from time to time, including:

(i) what is included in the Subscription Services which they provide; and

(ii) the Subscription Fees which are payable.

(g) You may be offered the opportunity to change your Subscription Plan from time to time, typically at the expiry of a trial period or your Minimum Subscription Plan Term. This offer may be made in a number of ways, including during your checkout process, by e-mail or via your use of our Homepass App. Details of what is contained within the alternative Subscription Plan will be included in that offer, displayed on our Store and/or confirmed in your resulting Order Confirmation. For the avoidance of doubt, once you have ordered Products you cannot change these Products unless you are permitted to do so under Section 7 below.

Initial One-off Subscription Services Payments

- (h) You may be offered the chance to pay for the Subscription Services as a one-off payment. Subject to 5.3(g) below, if your payment for the initial term of the Subscription Service was taken as a one-off payment, your Subscription Service will auto-renew on the basis set out under “Renewals and Renewal Payments” below.

5.3 Renewals and Renewal Payments

- (a) The “**Subscription Renewal Billing Date**” for each Subscription Service is the anniversary of the date when you purchase your first subscription to that Subscription Service.
- (b) Your account will be charged the Subscription Fees for your next subscription term on the Subscription Renewal Billing Date following the end of your then current subscription to the Subscription Services. Unless stated otherwise your renewed subscription term will be a further year from the relevant Subscription Renewal Billing Date.

For example, if you purchase a one-year subscription on 1 January 2022, your first renewal Subscription Fee payment would be due on 1 January 2023 and your subscription would then be renewed for a further year.

- (c) Subject to 5.3(g) below, the Subscription Service will thereafter continue to renew on this basis unless and until you cancel it or we terminate it.
- (d) You must cancel the Subscription Service before it renews in order to avoid billing of the next Subscription Fees to your account. We will provide you with at least 28 days’ advance notice of the payment, this may include details of different options for how your payments may be made.
- (e) We may, at our discretion, on the renewal of your Subscription Services, require you to make payment for your Subscription Services up-front rather than in installments (this includes where you do not respond to a notice about potential payment options). If you do not wish to renew your Subscription Services on this basis you have the right to cancel on the basis set out in Section 6.2 (Cancellation and Termination of Subscription Services).
- (f) We will bill the Subscription Fees to the payment method you provide to us during registration unless you contact us to change that payment information at least 14 days before the relevant Subscription Renewal Billing Date.

Financing partners

- (g) Where available, if your payment for the initial term of the Subscription Service was made via one of our financing partners (such as PayPal), your Subscription Service will not auto-renew, and we will contact you before your next Subscription Renewal Billing Date to confirm which payment method (if any) you would like us to use for any subsequent Subscription Fee payments.

5.4 Purchasing Products

Initial One-off Payments by Debit or Credit card

- (a) You may purchase Products as a one-off payment by following the process within our Store.

6. CANCELLATION AND TERMINATION OF SUBSCRIPTION SERVICES

6.1 Subscription Cancellation

- (a) If, for any reason, you want to cancel an Order for Subscription Services you purchased from the Store for a refund, you must notify us no later than 60 days following the date of the applicable Order Confirmation (such 60-day period is inclusive of the 14 day cancellation period required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) (as to each Order, the “**Cancellation Period**”).
- (b) To exercise the right to cancel, you must inform us of your decision to cancel the Subscription Services by making a clear statement (e.g. a letter sent by post or email). The easiest way to do this is to contact us using the following contact details +44 808 168 7581 before the Cancellation Period has expired. You may also do this by completing the following model cancellation form below and returning it by email to us at plume-virginmedia.support@plume.com or by post at Plume Design, Inc., 290 S California Ave., Suite 200, Palo Alto, CA 94002, USA:

To: Plume Design, Inc., 290 S California Ave., Suite 200, Palo Alto, CA 94002, USA / plume-virginmedia.support@plume.com

E-mail address: [Your email]

I/We(*) hereby give notice that I/We(*) cancel my/our(*) contract for the provision of the following products/for the supply of the following services:

Ordered on(*) / received on(*)

Name of consumer(s),

Address of consumer(s),

Signature of consumer (only if this form is notified on paper)

Date

(*) Please delete if not applicable

- (c) If you cancel an Order for Subscription Services or Products within the Cancellation Period, we will process the refund due to you and provided you with details of any recalculated Subscription Plan charges as soon as possible and, in any case, within 14 days.
- (d) Any refund in respect of Products you have purchased is subject to the reasonable care requirements set out in Section 7.2. For the avoidance of doubt:
 - (i) no refunds will be due in respect of Products which are provided without charge as part of a Subscription Plan (although this does not impact any refunds due in respect of the Subscription Services in the Subscription Plan);
 - (ii) you will only be eligible for a refund of up to the amount which you have already paid in respect of Products which are provided for a separate charge as part of a Subscription Plan; and
 - (iii) termination of your Subscription Services will not entitle you to a return or refund in respect of Products whose Cancellation Period has already expired.
- (e) If you do not return one or more of the Product(s), or do not return such Product(s) in accordance with the reasonable care requirements in Section 7.2 (Product Cancellations, Returns and Defects), within 14 days after you notify us of cancellation, then you will be charged an early termination charge for the relevant Products, calculated as if we had terminated the contract for those Products under Section 6.4. Any additional Product(s) purchased via the Store outside of a

Subscription Plan may be returned subject to Section 7 (Product Cancellations, Returns and Defects).

- (f) Signing up for the Subscription Services constitutes an express request for your access to the Subscription Services to commence immediately following the Order Confirmation, rather than only at the end of the Cancellation Period. There is no disadvantage to you in accessing the Subscription Services immediately, as we will refund you for your use of the Subscription Services if you cancel during the Cancellation Period in accordance with these Terms, and we will continue to provide the Subscription Services during the Cancellation Period.

6.2 Subscription Termination.

- (a) You may request termination of your Subscription Service subscription:
 - (i) at any time, if you paid for your Subscription Services as an initial one-off payment; or
 - (ii) following the expiry of your Minimum Subscription Plan Term, if you subscribed to a Subscription Plan;by contacting Plume Support at plume-virginmedia.support@plume.com or by submitting your request [here](#).
- (b) **PLEASE NOTE:** If you terminate your Subscription Service subscription in accordance with Section 6.2(a) above and payment has been taken in advance:
 - (i) within 60 days of your latest Subscription Renewal Billing Date, we will refund you the full amount of the relevant auto-renewal payment of Subscription Fees for the Subscription Services;
 - (ii) more than 60 days after your latest Subscription Renewal Billing Date, if you have paid by one-off payment, we will give you a pro-rata refund in respect of any payment which has been taken in respect of any unexpired months of the renewed Subscription Services subscription. This pro-rata refund will be calculated by dividing the relevant Subscription Fees that you paid by the length of the renewed subscription (in months) and multiplying this by the number of full months left on your renewed Subscription Services subscription on the date of termination.

For example, if you auto-renew your subscription for 12 months, but cancel that subscription with 6 full months remaining, we will refund 50% of your relevant Subscription Fees.
 - (iii) more than 60 days after your latest Subscription Renewal Billing Date, if you have paid by installment payments, no refunds will be due (as no Subscription Services will have been paid for in advance of the current month in this case).

- (c) We may terminate your Subscription Services at any time by 30 days' written notice (such notice to take effect on or after your next Subscription Renewal Billing Date).

6.3 Delinquent Accounts. We may suspend or terminate access to the Subscription Services where:

- (a) you fail to pay any amount due under these Terms;
- (b) you do not provide us with payment information;
- (c) your payment information cannot be verified, is invalid or is otherwise not acceptable;
- (d) you abandon or otherwise seek to terminate your Subscription Services without having the right to do so under these Terms; or
- (e) you are otherwise in breach of your obligations under these Terms, our [Website Terms of Use](#) or the [HomePass Membership and Services Agreement](#).

In addition to the amount due for the Subscription Service, a delinquent account may be charged with fees or charges that arise as a result of any chargeback or collection of any of the unpaid amount, including collection of Subscription Fees.

If your account is delinquent during any Minimum Subscription Plan Term, we may also (by written notice) require the return of any Products which we provided without additional charge in relation to that Minimum Subscription Plan Term. We reserve the right to temporarily or permanently disable any such Products which are not returned to us following any such notice.

We reserve the right to contact you via text, phone, email and post to pursue any missed or late payments or Early Termination Charges (see Section 6.4 below). We may also to pass on your details to any third-party debt collectors we use to recover outstanding account balances.

6.4 EARLY TERMINATION CHARGE

We reserve the right to charge you an “Early Termination Charge” if we terminate your contract during your Minimum Subscription Plan Term as a result of your default or failure to pay sums which you owe to us.

The Early Termination Charge will not be more than 70% of the amount you would have paid for your Subscription Services and Products for the remainder of your Minimum Subscription Plan Term. This reduced payment reflects:

- (a) **the amounts we save in not providing the Subscription Services to you for the remainder of the Minimum Subscription Plan Term; and**

- (b) the benefit to us of receiving the Early Termination Charge sooner than we would have received the Subscription Fees during the Minimum Subscription Plan Term.

We will give you notice at least 30 days' notice of our intention to raise an Early Termination Charge. We may then charge any such Early Termination Charge directly to any payment method which you have provided us with details of for payment of the Subscription Fees.

We will not charge an Early Termination Charge where you have the right to terminate or cancel your Subscription Services under these Terms (e.g. if you are exercising your rights of cancellation under Section 6.1 (Cancellation and Termination of Subscription Services)).

7. PRODUCT CANCELLATIONS, RETURNS AND DEFECTS.

7.1 Product Returns

- (a) If, for any reason, you want to cancel an Order for individual Products you purchased directly from the Store, you must notify us within the Cancellation Period (see Section 6.1 (Cancellation and Termination of Subscription Services)).
- (b) If you cancel an Order within the Cancellation Period and we have not shipped the Product(s), we will process the refund due to you for the Product(s) as soon as possible and, in any case, within 14 days after you notify us of cancellation. If we have shipped the Products, we will process the refund due to you within 14 days of our receipt of the returned Product(s). Such refund shall be subject to the reasonable care requirements set out in Section 7.2 below.
- (c) To initiate a return, you must inform us of your decision within the Cancellation Period by contacting Plume customer support on +44 808 168 7581 and clearly stating your desire to return the Product. You can also notify us of your decision to cancel by using the model cancellation form set out in Section 6.1(b) (Cancellation and Termination of Subscription Services). When you exercise your right to cancel, you will also need to complete the returns form available on our website [here](#) and submit that form and other information as we may reasonably request to Plume customer support at plume-virginmedia.support@plume.com.

Although it will not affect your right to a refund, please include details of how and when you purchased the Product and your reason for returning the Product.

Plume customer service will provide you with a Return Materials Authorisation ("RMA"). The RMA should be included with your return shipment so we can identify your shipment and return address.

- (d) If you purchased the Product from somewhere other than the Store, please contact that reseller in connection with returns and refunds as we cannot, and

have no obligation, to process returns and/or refunds for Products not purchased via the Store.

7.2 You must take reasonable care of the Product(s) while in your possession prior to any refund claim. If you fail to comply with this obligation, we have the right to deduct the cost of any deterioration in the Product(s), up to our then standard price for the Product(s), from any refund to which you are otherwise entitled. Such deterioration includes use which goes beyond what is necessary to establish the nature, characteristics and functioning of the Product(s) (e.g., beyond what would normally be permitted in a shop).

7.3 To receive a refund under this Section 7, you must return your Product (and any promotional merchandise supplied with the Product) within the 14 days following the day on which you notify Plume customer support that you desire to return your Product(s).

Where the Product is not damaged or faulty, and meets its specification, you will be responsible for all costs associated with returning the Product to us (including uninstallation and the cost of shipping the Product(s) back to Plume), provided that, we may, as a courtesy, include return shipping labels at our discretion with some Products.

Subject to Section 7.2 above, we will refund the price you paid for the Product(s) plus the original delivery cost (if applicable).

If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid.

7.4 Defective Products. If any Product you order is damaged, faulty or otherwise does not meet its specification when delivered to you, or has developed a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem. This includes Products provided as part of a Subscription Plan. If you believe a Product was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible, preferably in writing, giving your name, address and order reference. Nothing in this Section 7 affects your legal rights.

In the case of such a return, Plume customer service will provide you with a return shipping label and RMA. The RMA should be included with your return shipment so we can identify your shipment and return address.

Below is a summary of your key legal rights, these are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.**
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.**
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.**

8. RESALE, OWNERSHIP AND FREIGHT FORWARDING.

8.1 Purchases made on the Store are intended for end users only and are not authorised for resale. Subject to Section 6.3 (Delinquent Accounts), you will own a Product you purchased from the Store from the time of delivery to the shipment address set out in the Order Confirmation.

8.2 We and/or the delivery carrier will be responsible for any Product loss or damage that occurs when the Product is in transit from us to the shipping address set out in the Order Confirmation.

8.3 We will have no responsibility for damages caused by or during any freight forwarding from the shipping address in the Order Confirmation to any other location.

8.4 Where we provide replacement Products due to damage during shipment to the shipping address, we will have no obligation to deliver those replacement Products to any location other than the shipping address.

9. SHIPPING AND DELIVERY.

9.1 Products will be shipped in the manner and to the shipping address indicated on the Order Confirmation.

9.2 Your Order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days after the date of the Order Confirmation, unless there are exceptional circumstances.

9.3 Refused deliveries will be returned to our warehouse. It may take up to 45 days for the returned items to be identified as refused and processed for a refund.

10. MODIFICATIONS.

10.1 We reserve the right to change these Terms, your Subscription Services and the Subscription Fees for Subscription Services at any time. Please check these Terms periodically for changes.

10.2 Further to Section 10.1 above, if we:

- (a) increase your Subscription Fee for a particular Subscription Service during its term;
- (b) make any changes to a Subscription Service which are likely to materially disadvantage you; or
- (c) make any changes to these Terms which are likely to materially disadvantage you,

we will give you at least 30 days' notice (the "**Change Notice Period**").

If you do not wish to accept such changes, you can cancel the relevant Subscription Service(s) by sending a cancellation request to plume-virginmedia.support@plume.com specifying which Subscription Services you wish to cancel within the Change Notice Period.

We may ask you to provide additional details to complete your cancellation. Once the cancellation is complete, the relevant Subscription Services will be terminated on the last day of the Change Notice Period. We will provide you with a pro-rata refund for any unexpired term of the cancelled Subscription Service which you have paid for in advance.

If you do not send us a cancellation request, the relevant changes to the Terms, your Subscription Services and/or the Subscription Fees will take effect at the end of the Change Notice Period.

Please note that this Section 10.2 shall not apply where we notify you of a change to your Subscription Fees as part of your renewal where such change only takes effect following your next Subscription Renewal Billing Date (and that date is after the expiry of any Minimum Subscription Plan Term) or if such change is to reflect a change in applicable laws (such as a change in VAT).

10.3 Further to Section 10.1 above, immaterial modifications are effective upon publication.

10.4 Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

11. DISCLAIMERS; NO WARRANTIES.

11.1 We do not guarantee that the Store or any portion of the Store, or any materials or content offered through the Store, will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and we do not guarantee that any of those issues will be corrected.

11.2 When we carry out any obligation under these Terms, our duty is to exercise the reasonable care and skill of a competent service provider only. With respect to Products, you may choose whether to make a claim under these Terms, your legal rights, the Limited Warranty, or a combination of the foregoing, but you may not recover twice in respect of the same loss. To initiate a return under the [Limited Warranty](#) for your Product, you should contact Plume in accordance with the procedures set out in the Limited Warranty.

11.3 We are not responsible for your dealings with any other Store user. We are not responsible for any damage to your property (including your computer system or mobile device used in connection with the Store) or any loss of data, including user content which is caused by your failure to comply with these Terms.

12. LIMITATION OF LIABILITY.

12.1 Nothing in these Terms shall limit or exclude our liability to you:

- (a) for death or personal injury caused by our negligence;
- (b) for fraudulent misrepresentation;
- (c) for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded;
- (d) under Part I of the Consumer Protection Act 1987; or
- (e) for any other liability that, by law, may not be limited or excluded.

12.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into these Terms.

12.3 We only supply the Products and Subscription Services for domestic and private use. You agree not to use the Products and/or Subscription Services for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 Subject to the other terms in this Section 12, to the fullest extent permitted by law, the aggregate (i.e., not per claim) liability of the Parties to you for all claims arising out of or relating to the use of or any inability to use any portion of the Store, Products, Subscription Services, or otherwise under these Terms, whether in contract, tort, or otherwise, is limited to the greater of:

- (a) the amount you have paid for the Product and/or Subscription Service at issue during the 6 months prior to the event or circumstance giving rise to claim; or
- (b) £100.

13. MISCELLANEOUS.

13.1 General Terms.

- (a) **Transfers by you:** You may not assign, novate or transfer these Terms or your rights or obligations under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent.
- (b) **Transfers by us:** We may assign, novate or transfer these Terms or our rights or obligations under these Terms at any time. If we intend to do so, we will give you at least 30 days' notice (the "**Transfer Notice Period**").

If you do not wish to continue using the Subscription Services following our assignment or transfer, you can cancel your agreement to these Terms by contacting plume-virginmedia.support@plume.com specifying which Subscription Services you wish to cancel and we will provide you with a pro-rata refund where applicable.

We may ask you to provide additional details to complete your cancellation. Once the cancellation is complete, the relevant Subscription Services will be terminated on the last day of the Transfer Notice Period. We will provide you with a pro-rata refund for any unexpired term of the cancelled Subscription Service which you have paid for in advance.

If you do not send us a cancellation request, the relevant changes to the Terms, your Subscription Services and/or the Subscription Fees will take effect at the end of the Transfer Notice Period.

- (c) **No Waiver:** The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself.

- (d) **Interpretation:** Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”.
- (e) **Severability:** If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- (f) **Conflict:** If there is any conflict between these Terms and any other document referred to within them, these Terms shall take priority.

13.2 Governing Law. These Terms are governed by English law, except that if you live in Scotland or Northern Ireland, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law.

13.3 Disputes. You agree that any dispute between you and us regarding these Terms will only be dealt with by the English courts, except that if you live in Scotland or Northern Ireland, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country. The European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/> provides information about alternate dispute resolution which may be of interest.

13.4 Privacy Policies. Please read the [Plume Privacy Policy](#) and [Virgin Media Privacy Policy](#) carefully for information relating to each Party's collection, use, storage and disclosure of your personal information. Each Party is a separate data controller. Please contact the relevant Party to discuss that particular Party's processing of your personal data.

13.5 Additional Terms. Your use of the Store is subject to all additional terms, policies, rules, or guidelines applicable to the Store or certain features of the Store that we may post on or link to from the Store (the “Additional Terms”).

13.6 Contact Information. The Store is offered by:

- (a) Plume Design, Inc., a company with an office located at 290 S. California Ave #200, Palo Alto, CA 94306 and with VAT number GB259589439000 . You may contact Plume by sending correspondence to that address or by emailing us at plume-virginmedia.support@plume.com
- (b) Virgin Media Limited, a company registered in England with its registered office at 500 Brook Drive, Green Park, Reading RG2 6UU, with registration number 2591237 and with VAT number 591819014. You may contact Virgin Media by calling 0345 454 1111.

You can access a copy of these Terms by clicking [here](#).

13.7 No Support. We are under no obligation to provide support for the Store. In instances where we may offer support, the support will be subject to published policies.

13.8 Wholesale supplies. The Store is for retail sales to private consumers only; contact plume-virginmedia.support@plume.com if you wish to purchase wholesale supplies. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by wholesalers, dealers, resellers or distributors, or that, in our sole discretion, appear to be fraudulent.

13.9 UK Use. Although the Store is accessible worldwide, the Products and Subscription Services offered on the Store are designed for use in the UK and are not designed and tested for use in all countries.

If you choose to access the Store and/or use the Products and Subscription Services outside the UK, you do so on your own initiative and you are solely responsible for complying with applicable local laws in that country.

You understand and accept that the Store and the Products and Subscription Services are not designed for use outside the UK and some or all of the features of the Store, Products and Subscription Services may not work or be appropriate for use outside of the UK.

To the fullest extent permissible by law, we accept no, and hereby disclaim all, responsibility or liability for any damage or loss caused by your access or use of the Store, Products and/or Subscription Services outside of the UK.