

Enjoy (UK) Limited Terms of Service

Terms and Conditions of Enjoy Service

What These Terms Cover

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

Why You Should Read Them

Please read these terms carefully. These terms tell you who we are, how we will provide products and services to you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Who We Are

We are Enjoy (UK) Limited, a company registered in England and Wales. Our company registration number is 10107012. We, along with our parent US company Enjoy Technology, Inc. (together "Enjoy") provide delivery, setup, Expert help, and other services as more fully described below ("Services") in connection with products purchased from our Partners and other providers.

How to Contact Us

If you are an EE customer and have questions about your Enjoy delivery, please contact EE directly at 0800 079 0156.

Agreement between You and Enjoy

These Terms and Conditions ("Terms") apply to all Services used by any entity or person ("You"). Your use of any Service indicates that You agree that these Terms apply to all Services used by You. If You do not agree with any portion of these Terms with respect to any Service, do not use that Service.

Enjoy Services

Services provided by Enjoy and subject to these Terms include (i) delivery and setup of selected devices including initiation of data transfer and expert help performed by a representative of Enjoy (an "Expert") with respect to products sold to You by Enjoy or by a third party, (ii) use of Enjoy's website at www.enjoy.com ("Site") and other Enjoy websites referencing these Terms, and (iii) scheduling, support, and other services provided through any manner of communication, including the Site, telephone, text messaging, and email. The Services are subject to the limitations in these Terms. All merchandise and third-party services sold through Services are subject to these Terms in effect on the date of Your purchase.

Your Responsibilities for In-person Services

We aim to provide You with the best possible delivery and set up experience. In order to do this:

- (1) The account holder must be present during the Services. You must be able to produce a valid photo ID of the account holder. Valid photo IDs include: Driver's License, Passport, National ID Card, Police/MOD, or UK Disability Card.
- (2) At least one responsible adult, age 18 or older, in addition to the Enjoy Expert, must be present during the entire performance of Services.
- (3) Enjoy recommends that You make a back-up copy of all contacts, messages, images, applications, and all other software and data stored on any device that will be the subject of Enjoy Services. Enjoy will not be responsible for any loss of or damage to any software or data.
- (4) You must not request any Service to be performed at any location, public or private, that You know or suspect may present any unreasonable risk of injury to the Enjoy Expert providing the Service. When Services will be provided at Your home or another location controlled by You, You will provide the Enjoy Expert a safe place to work and safe access to and from the location.
- (5) You will complete other reasonable preparation requested by Enjoy prior to Your Service event.

Delivery

Enjoy will offer delivery slots from 11am to 7pm 7 days a week. Orders must be made by 5pm to qualify for same day delivery. Same day delivery is dependent on certain factors being availability of stock, availability of experts, Geographical restrictions, bank holidays and exceptional circumstances apply. All delivery slots are subject to availability. Your expert will call (or text) you prior to your chosen delivery time to confirm details of your visit. If you are unavailable and need to reschedule your visit Enjoy will help you do so. If you fail to reschedule and complete your visit within 14 days of your original scheduled visit your order will be subject to cancellation. If you fail to attend a scheduled visit on two occasions your order will also be subject to cancellation.

Limitations to Service

Services are subject to the availability of Experts, offered in limited eligible areas only visit ee.co.uk/superfast-delivery to determine eligible areas, only available with selected devices and scheduled on a first- come, first-served basis. Enjoy shall not be liable for any failure or delay in performance due to any cause beyond Enjoy's control. Enjoy reserves the right to cancel, refuse or reschedule the Services for any reason, including, without limitation, concerns for the safety of Experts. Enjoy Experts

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are trained to provide delivery, setup and expert help as defined from time-to-time by Enjoy and they are not trained or intended to provide any other services. Enjoy is not responsible for any services, even if provided by an Expert, that are outside the limitations and intended scope of the Services.

Privacy Notice

Enjoy respects the privacy of its Customers. All processing of personal information is carried out on behalf of EE and in accordance with EE's privacy policy, a copy of which can be found here <https://ee.co.uk/eeprivacycentre>. Any feedback provided to EE about your Enjoy visit will be used by Enjoy to improve their services.

Quality of Service

Enjoy is under a legal duty to supply the Services to you in conformity with these Terms and with reasonable skill and care. Nothing in these Terms will affect your legal rights. Enjoy is not responsible in any transactions between you and any other third party provider for the provision of third party merchandise or services. As such, any warranty provided by a third-party with respect to merchandise or services is the responsibility of such third-party provider. Enjoy does not assume any liability arising from your purchase and/or use of third party merchandise and services.

Limitation of Liability

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage You suffer that is a foreseeable result of our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Service is rendered, both we and You knew it might happen, for example, if you discussed it with us during the Service Visit.

We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other matter which we are not permitted to exclude or limit our liability by law.

If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to Your property that we discover while providing the Services.

We are not liable for business losses. We only supply the Services for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Comments and Complaints

If you have a comment or complaint about the Enjoy Service, please visit ee.co.uk/help/help-new/make-a-complaint.

Return Policy

If you have questions about you EE device return policy, please visit ee.co.uk/help/help-new/orders-and-delivery/return-and-refunds/how-to-return-a-product-bought-within-the-last-14-days

General

These Terms are the entire and exclusive understanding and agreement between You and Enjoy regarding Your use of the Services. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by an authorized representative of Enjoy. You may not assign or transfer these Terms or Your rights under these Terms, in whole or in part, by operation of law or otherwise, without Enjoy's prior written consent. Enjoy may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect Enjoy's right to require performance at any other time after that, nor will a waiver by Enjoy of any breach or default of these Terms, or any provision hereof, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of these Terms is held to be contrary to law, invalid, or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The provisions of these Terms that are intended to survive the termination of these Terms by their nature will survive the termination of these Terms.