

1. INTRODUCTION

These conditions shall form part of every contract of sale entered by Eximus Solutions Ltd ("the Company") to the exclusion of all other terms and conditions including any which the Customer may propose. These conditions may not be varied except in writing signed by an officer of the Company. No Contract comes into force until the Company, has received the Customer's Order and issues a copy of these Terms and Conditions.

2. THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY TO THESE CONDITIONS:

Throughout the Terms and Conditions ("Conditions") unless the context or circumstances otherwise require the following words or expression shall have the meaning assigned to them below. Other words or expressions shall have their usual meanings.

Additional Charges: means any additional charges, fees or costs payable by the Customer to the Company pursuant to these conditions which shall be calculated and payable at the applicable time and materials rate as published by the Company at the time such charge is incurred.

Call Charges: means the call or usage related charges as set out in the Company's price list published on the date of commencement of the Service (or as otherwise agreed in writing between the parties).

Charge's': means the Connection Charge, Line Rental Charge, the Call Charges and any Additional Charges payable by the Customer in connection with the Service.

Company: Connectus is a trading name of Eximus Solutions Ltd, whose registered office is at Meteor House, First Avenue, Doncaster Finningley Airport, Doncaster, DN9 3GA of which is a wholly owned subsidiary of Connectus Group Limited whose registered office is also at Meteor House, First Avenue, Doncaster Finningley Airport, Doncaster, DN9 3GA

Installation Charge: means the initial connection charge as set out on the Customers Order form (or as otherwise agreed in writing between the parties).

Contract: includes these conditions and any published or agreed price list.

Customer: the person, firm or company who purchases the Service from the Company and shall include all person(s) accessing the customer network.

Early Termination Fee: means the initial set up cost to the Company of providing the Service to the Customer (including any installation charges calculated on a pro rata basis over the Minimum Period and multiplied by the proportion of the Minimum that remains outstanding.

Equipment: means the equipment to be supplied to the Customer by the Company as set out in the Order or as otherwise agreed in writing between the parties.

Incident: An unplanned interruption to Service or reduction in the quality of an Service.

Minimum Period: means 12 months from the commencement of the Service.

Order: means an order for the Service which is signed by the Company or such other document or acknowledgement that the Company deems to constitute and Order.

Premises: the place which the Company agrees to provide the Service.

Rental Charges: mean the communications rental charges as set out in the Company price list published on the date of commencement of the Service (or as otherwise agreed in writing between the parties).

Service: means the telephone, internet or other ICT service that the Company has agreed to supply to the Customer as set out in the Order.

Service Demarcation point: The defined socket, equipment, port, location of device to which the Company delivers and supports the Service. This is defined on the order and pointed out to the Customer upon acceptance of the service.

Working Hours: means Monday to Friday 08:30 to 17:00 and excluding any public holidays in England.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

Words in the singular include the plural and, in the plural, include the singular.

A reference to one gender includes a reference to the other gender.

Clause and schedule headings do not affect the interpretation of these conditions.

3. COMMENCEMENT OF SERVICES

- 3.1 The Contract shall commence on the date Installation and will continue for the Minimum Period and thereafter unless and until terminated in accordance with these conditions.
- 3.2 The Company will use its reasonable endeavours to provide the Service by the service commencement date agreed with the Customer.
- 3.3 Unless otherwise agreed in writing by the Company, the Service shall be provided at the Premises.
- 3.4 Any dates specified by the Company for commencement of the Service are intended to be an estimate and time for commencement shall not be made of the essence by notice.
- 3.5 Equipment supplied by the Company shall remain at all times the property of the Company.

4. INCIDENT RESOLUTION

- 4.1 The Customer shall report any Incident in connection with Service to the Company, the Company will resolve the Incident in accordance with the published service levels agreement on the website.
- 4.2 If an Incident has been caused by the Customer or following investigation it is found that the Incident falls outside the responsibility of the Company or no Incident is found, the Company may Charge the Customer for any work that the Company has undertaken to investigate or fix that Incident (or work undertaken on the Company's behalf) at the

applicable time and materials rate. Any such Charges shall be deemed Additional Charges for the purposes of these conditions.

- 4.3 The Company shall be responsible for provision of the Service up to and including the Service Demarcation Point. The Company shall inform the Customer of this obligation and the relevant location of the Service Demarcation Point at the time of commissioning and acceptance of the Service by the Customer.
- 4.4 The Customer is responsible for the installation, configuration, performance, maintenance and use of the Service beyond the Service Demarcation Point.

5. CUSTOMER OBLIGATIONS

- 5.1 The Customer agrees to prepare the Premises according to any instructions the Company may give and provide the Company (or its authorised representatives) reasonable access to the Premises.
- 5.2 The Customer will provide the Company with all the information that the Company requires and will allow the Company to use that information for credit checking and debt collection purposes (which shall include disclosure to third parties acting for the Company). The Customer will allow the Company to disclose such information to the extent that the Company is required to do to by its telecommunications operators, ICSTIS, OFCOM, the law or any relevant authority.

The Customer shall (at its own cost):

- 5.3 provide the necessary conditions and facilities for the operation of the Service, as notified by the Company. This will include (without limitation) continuous mains electricity supply; and
- 5.4 maintain the Equipment in working order at all times.

Any of the Customer's own equipment which it uses in connection with the Service must be:

- 5.5 technically compatible with the Service and not cause any harm or defect to the Company's network or other equipment; and
- 5.6 connected and used in accordance with any relevant instructions given by the Company and in accordance with any standards or laws in force from time to time.

The Customer shall use the Service (and shall ensure that other persons use the Service) in a fair and reasonable way, ensuring that:

- 5.7 the Service is not used for provision of a data centre; or
- 5.8 the volumes of data downloaded or uploaded to the internet do not exceed rates commensurate with normal day to day business operations.

The Customer shall not use the Service (and shall ensure that no other person uses the Service) to store, reproduce, transmit, communicate or receive material which is:

- 5.9 indecent, defamatory, menacing, abusive or otherwise offensive; or
- 5.10 in breach of any law, regulation or code of practice; or
- 5.11 in breach of confidence, intellectual property rights, privacy or right of a third party.

The Customer shall not use the Service (and shall ensure that no other person uses the Service):

- 5.12 fraudulently or in connection with a criminal offence;
- 5.13 to cause annoyance, inconvenience or needless anxiety to any person;
- 5.14 contrary to any instructions policies that the Company may give to the Customer;
- 5.15 The Customer shall indemnify and keep indemnified the Company against all or any claims and associated costs, damages or expenses made by a third party because of any breach by or other act or omission of the Customer under or in relation to these conditions.

6 PRICE AND PAYMENT

- 6.1 The Customer agrees to pay the Charges for the Service.
- 6.2 For the avoidance of doubt, the Company shall be entitled to charge Additional Charges in the event that any Services or work is requested by the Customer which fall outside the scope of the agreed Service or which are to be completed by the Company outside Working Hours. Any Additional Charges shall become due and be invoiced on completion of the additional work.
- 6.3 The Charges are exclusive of Value Added Tax which shall be payable by the Customer at the applicable rate.
- 6.4 Subject to condition 5.5:
 - 6.4.1 the Installation Charges will be invoiced on acceptance of order;
 - 6.4.2 the Rental Charges will be invoiced quarterly in advance; and
 - 6.4.3 the Call Charges will be invoiced monthly in arrears.
- 6.5 Payment of invoices will be made in full, no later than:
 - 6.5.1 14 days from the date of invoice for Call Charges;
 - 6.5.2 30 days from the date of invoice for quarterly, annual rental and support charges.
- 6.6 Pursuant to condition 4.2, the Company will conduct credit checks from time to time. In the event that the Customer fails to meet the Company's credit requirements at any time, the Company shall be entitled to demand payment of any or all Charges in advance in respect of the Service supplied to the Customer.
- 6.7 The Customer shall pay the Charges without off-set or deduction in pounds sterling by the due date specified herein. The Customer shall pay all Charges for the Service whether the Service is used by the Customer.
- 6.8 If the Customer fails to pay the Charges in accordance with these conditions, the Company may suspend the Service until payment is received in full and the Company may charge interest at the rate of 2% per annum above the base rate of Barclays Bank plc on any amounts outstanding from the due date until payment is made in full.
- 6.9 The Company will Charge a re-connection fee of £50+VAT to the Customer.
- 6.10 The Company may change the level of its Charges because of either:
 - 6.10.1 any OFCOM direction, determination, order or similar decision; or
 - 6.10.2 any notice issued by the Company's telecommunications operators correcting an error in the amount or application of a charge or payment under its interconnect agreement with the Company or its service providers.
- 6.11 In the event of any increase of Charges pursuant to condition 5.9, the Company shall be entitled to impose

such increase retrospectively as well as prospectively but only to the extent that any increase impacts upon the basis on which the Charges were calculated.

7 SUSPENSION AND VARIATION IN SERVICE

7.1 The Company shall be entitled to suspend or vary the Service for any period and to the extent which:

7.1.1 the Company's telecommunications operators suspends or varied the services provided to the Company;

7.1.2 the Company is required to vary or suspend the Service in order to avoid a breach of any regulatory conditions under the Communications Act 2003 or any other statutory duty in place from time to time;

7.1.3 the Company is obliged or requested to comply with an order or instruction of a regulatory body including (without limitation) OFCOM, ICSTIS, and emergency services organisation or a competent administrative authority;

7.1.4 the Company reasonably believes or suspects that the Customer is in breach of conditions 4 or 5.

7.2 The Customer shall reimburse all reasonable costs and expenses incurred as a result of the suspension or variation of the Service which arises as a result of any act or omission of the Customer.

7.3 The Company may at any time suspend the Service or any part of it, without liability, to:

7.3.1 vary the technical specification of the Service in order to comply with any relevant law or regulation, or direction from the Company's telecommunications operators or any competent authority;

7.3.2 to repair, maintain or improve the Service.

7.4 The Company will use its reasonable endeavours to minimise disruption to the Customer during any suspension under condition 6.3.

7.5 The Company may alter the telephone number or any other name, code or number that is allocated to the Customer where such alterations are requested by the Company's telecommunications operators.

8 TERMINATION

8.1 No order for Services and/or Goods which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

8.2 The Company may terminate the Contract at any time without cause on one month's written notice to the Customer.

8.3 The Company may terminate the contract at any time immediately on written notice if:

8.3.1 The Customer is in breach of conditions 4 or 5 or for reasons set out in conditions 6.1.1, 6.1.2 and 6.1.3.

8.4 On expiry of the Minimum Period the Customer may terminate the Contract at any time without cause on three month's written notice to the company.

8.5 Either party may terminate the Contract immediately on written notice if:

8.5.1 the other party commits a material breach of these conditions and if capable of remedy fails to remedy the breach within 30 days of receipt of notice to remedy the breach; or

8.5.2 if the other party suffers an act of bankruptcy or goes into or is put in to liquidation (other than solely for the purposes of a reconstruction or amalgamation) or if a receiver or administrator is appointed over all or part of the other party's assets or the other party suffers seizure of any of its property for non-payment of debts.

8.6 Except for termination by the Customer under condition 8.5, if the Contract ends during the Minimum Period the Customer must pay to the company the Early Termination Fee in addition to any other sums payable up to the date of termination.

8.7 The rights to terminate the contract given by these conditions shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

8.8 On termination of the Contract the Customer shall immediately return all Equipment to the Company.

9 LIMITATION OF LIABILITY

9.1 **The following provisions set out the entire liability of the Company (including any liability for the acts or emissions of its employees, agents and sub-contractors) to the Customer in tort, contract or otherwise arising in connection with the performance, non-performance or contemplated performance of these conditions. Except as set out in these conditions, the Company provides no warranties, conditions or guarantees as to the description or quality of the Service and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are expressly excluded so far as permitted by law.**

9.2 Nothing in these conditions excludes or limits the liability of the Company:

9.2.1 for death or personal injury caused by the Company's negligence;

9.2.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

9.2.3 for fraud or fraudulent misrepresentation.

9.3 Subject to condition 9.2 the Company shall Subject to conditions 9.2 and 9.3, the Company's total liability on contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall not in the aggregate in any 12 months exceed the Charges paid by the Customer in respect that 12-month period. If for any reason the limitation of liability is found to be unlawful or invalid by a competent jurisdiction, the Company's entire liability as referred to in this condition shall not exceed £5,000 in aggregate in any 12 month period.

9.4 Each of the Customer and the Company's acknowledges that it considers the provisions of this condition 8 to be reasonable, taking account of the other terms and the value of the Contract.

9.5 The provisions of this condition 8 shall survive termination of the Contract however arising.

10 DATA PROTECTION AND USE OF DATA

10.1 The provisions of this Condition shall apply only to the extent that Personal Data (as defined below) is provided by the Customer to the Company or otherwise acquired by the Company in relation to the Contract.

- 10.2 In this Condition, the following terms shall have the following meanings:
- 10.2.1 “Data Controller”, “Data Subject”, “Personal Data” “Data Processor” and “processing” shall have the meanings ascribed to them in Regulation (EU)2016/679 or any subsequent legislation in relation thereto (“The Regulation”) and derivative expressions shall be construed accordingly;
- 10.2.2 “Data Protection Legislation” shall mean collectively the Regulation and applicable local legislation, which includes in respect of Personal Data originating in the UK, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Computer Misuse Act 1990 and the Regulation of Investigatory Powers Act 2000; and
- 10.2.3 The Parties acknowledge that the Customer is the Data Controller and the Company is the Data Processor in respect of all Personal Data processed by the Company for the Contract and the Customer alone as Data Controller shall determine the purposes for which and the way such Personal Data will be processed by the Company.
- 10.3 Without prejudice any other right of audit that the Customer may have, the Company shall, upon the Customer giving reasonable notice, allow the Customer or its nominated representatives such access to its (and its agents’, subsidiaries’ and subcontractors’) premises, facilities, equipment, information and records as may be reasonably required by the Customer from time to time to assess the Company’s and/or Company’s personnel compliance with this condition.
- 10.4 Unless the Customer requests otherwise, the Company may arrange for the Customer’s telephone numbers and details to be published in a telephone directory and made available from directory enquiries services.
- 10.5 The Company may use or disclose information relating to the Customer that it receives or collates if it is required to do so by its telecommunications operators, law, regulation or rules of a securities exchange or other regulatory authority, but only to the extent of the relevant requirement.
- 10.6 The use of any information, including call line identification may be subject to (and therefore the Customer shall comply with) the Data Protection Act 1998, EU Data Protection directives, the Telecommunications (Data protection and Privacy) regulations 1999 or any other related law or regulation. The Company reserves the right to withhold calling line identification if it believes that the Customer has failed to comply with this condition or the Company receives a complaint from its telecommunications operators or any relevant authority.
- 10.7 The Company shall:
- 10.7.1 take all reasonable precautions to protect the Data Controller’s Personal Data and help them in meeting their legal obligations under prevailing Data Protection Legislation;
- 10.7.2 submit to audits and inspections providing the Data Controller with whatever information it needs to ensure both the Data Controller and the Data Processor are meeting their obligations under Article 28 of The Regulation and the relevant sections of Data Protection Legislation;
- 10.7.3 process the Personal Data only on and in accordance with the written instructions of the Customer and to the extent necessary for the proper performance of the Contract and shall not process the Personal Data for any other purpose;
- 10.7.4 maintain records of all processing requested by the Customer;
- 10.7.5 not modify, amend or alter the contents of the Personal Data except as required or permitted by the Contract or with the Customer’s prior written consent;
- 10.7.6 implement the appropriate technical and organisational measures (including, where relevant, those prescribed elsewhere in the Contract) to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing;
- 10.7.7 ensure that it takes reasonable steps to ensure the reliability of any of the Company personnel who have access to the Personal Data; that only those Company personnel who need to have access to the Personal Data are granted access to it; that such access is granted only for the purposes of the proper performance of the Contract; and that the Company personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition;
- 10.7.8 notify the Customer forthwith, and in any event, no later than 12 hours from the time it comes to the Company’s attention, that any Personal Data has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful form of processing;
- 10.7.9 co-operate fully with the Customer in the event of a Data Breach in providing all relevant information necessary for the Breach Report to the Information Commissioners Office;
- 10.7.10 notify the Customer within 7 days of receipt by it of a request or notice from any Data Subject to have access to that person’s Personal Data held by it; and provide the Customer with full co-operation and assistance in relation to any complaint or request, including providing the Customer with any relevant Personal Data it holds, within the timescales provided by the request or notice or as otherwise required by the Customer;
- 10.7.11 not retain the Personal Data for longer than is necessary to properly perform the Contract and upon expiry of the Contract for whatever reason, or at any other time at the Customer’s request, securely destroy or immediately return to the Customer all the Personal Data and certify that no copies have been made or retained by the Company or any third party acting on its behalf, provided that such secure destruction or return does not prevent the Company from fulfilling its obligations under the Contract; and comply with all Data Protection Legislation.

11 ASSIGNMENT

- 11.1 The company may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Customer shall not be entitled to assign or transfer the Contract or any part of it without the prior written consent of the Company.

12 FORCE MAJURE

The Company nor the Customer shall be liable for any delay in performing its obligations as a result of any circumstances beyond its reasonable control – “Force Majeure”; such as but without limitation to lightning, flood, exceptionally severe weather, fire, act of God, explosion, war, terrorism, civil disorder, strike, industrial dispute (whether or not involving employees of either party), malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or governmental order, rule, regulation direction, accident, third party interference, actions or omissions of 3rd party providers.

13 DISPUTE RESOLUTION

If any dispute or difference shall arise between the parties in connection with or arising out of the contact which cannot be settled amicably between the parties, then either party shall give to the other 14 days' written notice to such effect and such dispute or difference shall be referred to a single arbitrator agreed between the parties within 14 days of the date of the said written notice, or in default of agreement, as may be nominated by the President for the time being of the Chartered Institute of Arbitrators.

14 WAIVER

- 14.1 Each right or remedy of the Company under the contract is without prejudice to any right or remedy of the Company whether under the contract or not.
- 14.2 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be constructed as a waiver of any of its rights under the Contract.

- 14.3 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

15 SEVERENCE

- 15.1 If provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.2 If any valid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16 THIRD PARTY RIGHTS

The parties to this Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17 RELATIONSHIP

- 17.1 Nothing in these conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the parties.

18 GOVERNING LAW AND JURISDICTION

- 18.1 These conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the laws of England and Wales
- 18.2 The parties irrevocably agree that the court of England and Wales have exclusive jurisdiction to settle any disputes or claim that arises out of or in connection with these conditions.