

Terms and Conditions

This document aims to ensure that our services can be delivered effectively and without fault, whilst clearly itemising the terms and conditions which must be adhered to for the duration of a contract, or, in the case of orders placed outside of a contract, to use and benefit from our services.

General

Definitions:

- **Price List or Pricing:** The comprehensive list of charges for standard services and out-of-package usage, available on our website at <https://www.skaboona.co.uk/#pricing>
- **Privacy Policy:** <https://www.skaboona.co.uk/#privacy>
- **Complaints Handling Policy:** <https://www.skaboona.co.uk/#complaint>
- **Trusted Partners and Suppliers:** Third-party entities that we collaborate with to deliver our services.
- **Customer Service Agreement:** A formal document outlining the terms, conditions, and scope of services provided to the customer. This document, in addition to the included Terms and Conditions, serves as a legally binding contract.
- **Out-of-Package Usage:** Services or usage that exceeds the limits of the customer's contracted package, subject to additional charges as detailed in the price list.
- **Incident Reporting:** The process of informing our support team about any issues or incidents affecting services via the advertised contact methods.
- **Working Hours:** Our office hours as stated on our website, at <https://www.skaboona.co.uk/#support>
- **Management:** The non-specific best endeavours maintenance of hardware and/or software. This may include, but is not limited to, health monitoring, software updates, and on-demand configuration changes.
- **Support:** A reactive best endeavours helpdesk service to help you get the most out of your services and report any faults.

Service Categories:

Group 1 – Both components ‘General’ and ‘Schedule 1’ of these Terms and Conditions to contracts containing services of any of the four following categories:

- **IT Management:** A service which covers the management of cloud-hosted or on-premises software and infrastructure, as defined. This typically includes software updates, monitoring, and reactive configuration amendments as needs arise.
- **Microsoft 365:** A service which includes the supply of Microsoft 365 licensing in addition to our associated management and support specific to those licenses and the software features contained.³
- **Microsoft Azure:** A service which includes the supply of a Microsoft Azure solution, including management and support specific to the instance which is billed through us. This service typically has variable (usage based) fees.
- **Professional Support:** A service which offers our reactive telephone and email support for IT hardware, software, and/or solutions which are not otherwise covered by a separate service.

Group 2 – Both components ‘General’ and ‘Schedule 2’ of these Terms and Conditions apply to contracts containing services of any of the following categories:

- **Communications:** A service which enables or supports VoIP telephony. These include VoIP platform licenses, call packages, and number rentals.
- **Broadband:** A service which includes the provision, management, and support of a digital broadband circuit.
- **Leased Line:** A prioritised connectivity service which includes the provision, management, and support of a dedicated ethernet circuit through one of multiple carriers. Carrier Service Level Agreements apply to these connections and are available on request.

All components of these Terms and Conditions apply to contracts containing services which fall into both groups.

These Terms and Conditions apply to all business, including the supply of contracted services and one-off sales.

1. **Service Description:** All items (listed services, solutions, or products) with associated monthly recurring charges (or the provision of items with one-off charges) are described in this document as a “service”. A service is provided by Skaboona Solutions Ltd (“the provider”, “we”, “our”, or “us”) to the customer (“you”, or “your”) with agreement to the terms and conditions described herein. This document also governs the supply of hardware and equipment (terms used interchangeably) which may be required to supply a service or (in the case of installation, delivery, preparation) considered as a service itself. We commit to delivering all services with the professionalism and expertise expected of a reliable IT, telecommunications, and connectivity provider.

2. **Equipment Installation and Access:** We may need to install equipment on your premises to deliver a service. You are responsible for ensuring suitable conditions, including a continuous mains electricity supply and necessary connection points, at your own expense where required by our equipment.
 - 2.1. **Premises Preparation:** You must prepare your premises according to our instructions before installation. After we complete our work, you are responsible for restoring your premises and undertaking any necessary redecoration.
 - 2.2. **Access to Premises:** Our engineers, contractors, or suppliers may access your premises to install, inspect, maintain, or remove our equipment. You agree to provide timely access as required. You must ensure our representatives' safety while on your premises and protect our equipment from damage at all times. Charges for additional visits due to missed appointments or unprepared premises will apply as per our price list.
 - 2.3. **Permission to Install:** If we need permission from somebody else to access the site or install equipment you must gain this and make any necessary arrangements.

3. **Equipment Maintenance and Management:** You are responsible for the maintenance and management of any equipment that is not covered by an active maintenance and/or management service as listed in your Customer Service Agreement. This includes equipment supplied by us, or equipment sourced elsewhere which is otherwise connected to or associated with our managed infrastructure. It may sometimes be necessary to replace equipment sourced elsewhere before bringing it into our management or to enable a related service. If this is required, we will notify you and provide suitable recommendations.
 - 3.1. **Managed Equipment:** Our management services are typically delivered remotely with minimal visits to site. Site visits are chargeable per our price list. You must permit us to maintain secure remote access to managed equipment, either through an internet connectivity solution supplied by us or an alternative, suitably performant and secure solution sourced from elsewhere. You are responsible for keeping any managed equipment

physically safe and secure and for promptly reporting any issues for our investigation. You may not make or allow any third party to make changes to managed equipment, including alterations to configurations or physical hardware, without prior written authorisation from us. You release us from liability for any unexpected failure of or breaches to managed equipment, though we will make best efforts to rectify any issues promptly when made aware.

- 3.2. **Unmanaged Equipment:** You acknowledge and agree that we are not liable for any issues arising from unmanaged hardware or equipment, including but not limited to security vulnerabilities or loss of functionality, and when these might impact an active service. We strongly recommend that all applicable hardware connected to or associated with our managed infrastructure is covered by an appropriate maintenance and management service, and we will offer such a package whenever supplying applicable equipment. Upon written request, we may permit you or an authorised third party to manage, update, configure, or otherwise interact with such hardware at your own risk.
4. **Equipment Ownership:** All hardware and equipment supplied is owned by you, once paid, unless supplied under a rental, hire, or loan agreement. Rented, hired, or loaned equipment will be marked as such in the Customer Service Agreement and remains our property at all times. Such items must be returned to us immediately upon contract or associated service termination at your own expense and risk. Any rented, hired, or loaned equipment not returned within 14 days of termination must be paid for immediately as if new.
 - 4.1. **Damaged Equipment (owned):** If equipment you own becomes damaged for any reason not usually covered by a manufacturer's warranty, you must replace it at your own expense. We may charge to appropriately configure the replacement equipment and cannot cancel or pause associated services whilst any equipment is out of use.
 - 4.2. **Damaged Equipment (rental, hire, or loan):** Hardware and equipment will be considered damaged if it has lost any part of its original functionality, or cosmetically degraded beyond standard usage marks. If equipment rented, hired, or loaned is damaged whilst in your possession you must replace it at your own expense unless rented under the Hardware-as-a-service (HWaaS) scheme (see clause 4.3). If equipment cannot be replaced with an identical unit, you will be liable to pay for the item as listed in our price list (or industry standard rate if not defined). We may charge to appropriately configure the replacement equipment and cannot cancel or pause associated services whilst any equipment is out of use.
 - 4.3. **Hardware-as-a-Service (HWaaS):** We offer a HWaaS rental scheme which includes replacement of any equipment rented under the scheme where damaged beyond reasonable use, including when caused by an end user, for the duration of the associated service or contract. Hardware replacements

are also offered when an upgraded model becomes available. We will only replace hardware that is returned with a valid and legible serial number and reserve the right to decline replacements at our discretion if we deem a request to be unreasonable, illegitimate, or have reason to believe that damage has been caused intentionally. To request hardware replacement, you must first complete standard troubleshooting with a member of our support team. Hardware replacement will only be offered if we can confirm a fault. Hardware rented under the HWaaS model must be returned to our office at your expense per clause 3 if the associated service or contract is terminated, or when a replacement unit has arrived. This clause only applies to hardware items labelled 'HWaaS Rental' in the Customer Service Agreement.

- 4.4. **Warranty Claims:** If any supplied hardware or equipment fails for a reason usually covered by a manufacturer's warranty, we will manage the warranty request and replacement activity, where covered, on your behalf. You may need to organise transport of the equipment to and from our office at your own risk and expense. Unless stated, we do not offer any warranty or guarantee of our own.

5. **Relocation and Transfer:** You must not relocate or transfer a service or associated equipment (besides that which is portable by nature, such as a laptop or mobile phone, and not tied to an address bound service) to a different site or location without our prior written consent. If relocation is required, you must coordinate with us to ensure the continued provision of the service. Additional charges may apply for relocation or reconfiguration, as specified in our price list.
 - 5.1. **Transfer of Ownership:** If you sell or transfer ownership of your premises or managed equipment, you must notify us promptly to arrange the transfer of associated services or termination, as appropriate.
 - 5.2. **Transfer of Contract:** A contract may not be transferred to another individual or business without our express written consent.

6. **Invoicing, Fees and Charges:** Fees and charges for our standard services, including installation, configuration, and maintenance, are outlined in our price list. These fees may be subject to change with prior notice. Your Customer Service Agreement (or other written agreement in the case of one-off orders) contains all standard one-off or recurring charges which may or may not include stated discounts or surcharges.
 - 6.1. **Service and one-off Charges:** You must pay the recurring charges set out in your Customer Service Agreement per clause 6.3 until the contract is terminated per clause 7. Any one-off charges contained within your Customer Service Agreement, or agreed otherwise in writing, may be invoiced at our discretion, or as stated in the agreement and must also be paid. Service

charges will continue during periods of fault, inactivity, or disconnection for any reason, including service suspension, and must be paid.

- 6.2. **Additional Charges:** Additional charges may be added to your invoice if agreed in writing beforehand, for out-of-package usage of our services at the rates detailed in our price list, or if raised by our suppliers for reasons necessary to deliver a service or repair a fault. These must be paid with the associated service charges.
 - 6.3. **Billing and Payment:** Invoices will be issued according to the agreed billing cycle. These are usually sent via email to the billing address you have provided. Payments for fixed services are typically taken in advance, at the start of each month, whilst one-off payments for hardware and equipment are usually included on the invoice following delivery or installation. Usage based charges including out of package call charges are invoiced at the start of the following month. Full payment is due within 14 days of invoice receipt unless stated otherwise and shall be made via Direct Debit or bank transfer in pounds sterling to the bank account details on the invoice. Direct Debit mandates are offered upon contract execution and also available on request.
 - 6.4. **Late or Missing Payment:** Late payment of invoice fees or charges may result in service suspension or contract termination per clause 7. You may also incur late payment fees, as specified in our price list. A seven-day grace period will be offered along with email notification of late payment, during which any outstanding payments must be made in full (or an agreement made to our satisfaction) to avoid contract termination. Repeated late payments may be subject to immediate termination without a grace period.
 - 6.5. **Interest and Legal Fees:** If you fail to pay an invoice by its due date, interest will accrue at a rate of 8% above the Bank of England Base Rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended by the Late Payment of Commercial Debts Regulations 2002 and any subsequent amendments. This interest rate applies to all customers. You shall bear all costs incurred by us for pre- and post-litigation recovery of any outstanding debt, including but not limited to fixed court fees and associated costs.
 - 6.6. **Billing Support:** If you need any help understanding an invoice, accessing prior invoices, making a payment, or wish to query a charge received, you may contact us for support via email at 'billing@skaboona.co.uk' or our advertised telephone number. Any invoice or charge disputes must be raised within 60 days of the invoice date.
7. **Contract Termination:** All contracts and associated payment agreements remain active and in effect until terminated per these terms. To initiate termination, you must send a written termination request to our registered office address or via email to 'billing@skaboona.co.uk'. We will acknowledge receipt of your termination request within 5 business days and confirm the effective termination

date. Should you prefer to speak with us on the phone, please dial our advertised office number.

- 7.1. Termination by the Customer:** You may terminate a contract or individual service within a contract by providing us with 30 days' written notice. Termination will take effect at the end of the notice period unless otherwise agreed. Termination of any contract or individual item before the end of the agreed minimum term may incur early termination charges as per clause 7.4 and carries implications as detailed in clause 7.5.
- 7.2. Termination by the Provider:** We may terminate an entire contract, agreement, or individual service within a contract immediately by giving written notice if any of the following points are true:
- You fail to pay any sum due under a contract within 14 days of the due date.
 - You breach any of the terms of a contract and, where the breach is capable of remedy, fail to remedy such breach within 30 days of receiving written notice from us requiring you to do so.
 - We, for any reason, are unable to provide or bill for any service. This includes cases where you terminate an individual service within a contract which renders us unable to maintain another service under the same contract.
 - You become insolvent or bankrupt, or any proceedings are commenced relating to your insolvency or bankruptcy.
 - Continuing to provide a service would violate any applicable laws or regulations.
- 7.3. Mutual Termination:** Both parties may mutually agree in writing to terminate a contract or individual service at any time. In such cases, the terms of termination, including any applicable fees or charges, will be mutually agreed upon and documented.
- 7.4. Early Termination Charges (ETCs):** Early Termination Charges (ETCs) may apply if you terminate an entire contract or any individual service before the end of an agreed minimum commitment period as specified in the Customer Service Agreement Minimum Contract Term box or service-specific minimum commitment (Min. Term) box. The full contract length applies to all services where a service-specific minimum commitment is not defined. ETCs may also apply if we terminate a contract for any reason listed in clause 7.2. These charges will be calculated based on the remaining months of the contract and any outstanding fees for services already rendered. No charges will be applied to services beyond a minimum commitment term. Details of ETCs can be found within our price list.
- 7.5. Implications of Termination:** Upon termination of a contract or individual service for any reason:
- You must immediately pay all outstanding invoices up to the date of termination, including any applicable ETCs and cease charges.

- You must return any rented, hired, or loaned equipment to us at your risk and expense, ensuring it is in good working condition. If the equipment is damaged or not returned, you will be liable for the cost of replacement as per Section 4.2.
- We will cease to provide the associated services, and any related data or configurations may be irretrievably deleted from our systems.
- You must be prepared to immediately transfer away or takeover any services which you would like to maintain to avoid losing data or registrations held with us, including but not limited to emails, domain registrations, telephone numbers, and call recordings. Continuation of services may be arranged in advance of termination per clause 7.8.
- In the case of individual service termination, any remaining services will remain active and in effect. This includes cases in which a remaining service is rendered ineffective or non-functional due to a separate service termination. ETCs will apply to the termination of any services within their minimum commitment term.

7.6. **Material Changes:** You have the right to terminate a contract without penalty if we make any material changes to the terms of the contract that are to your significant detriment, provided that you give us written notice within 30 days of being notified of the changes. In this case ETCs will not apply, though other items listed in clause 7.5 remain in effect. If you should wish to make a change to a service we may ask you to confirm your request in writing or sign a new agreement.

7.7. **Service Continuity:** If you request termination but wish to continue receiving any of the services, we will work with you to arrange a seamless transition to a new provider or a revised agreement where feasible. Any such arrangements will be subject to mutual agreement and may incur additional charges.

7.8. **Provider Transfer, Migration & Porting:** We will not impede your migration of services and associated registrations to another provider, nor should these conditions dissuade you from doing so. Once you have given written notice and received our confirmation of receipt, you must instruct your new service provider to transfer your services at or before the end of the 30-day notice period. It is your responsibility to ensure that the new provider completes the transfer within 30 days following the notice period's conclusion. The responsibility for placing a successful order to migrate, port, or transfer the service lies with the gaining provider. You will be responsible for any costs imposed by your chosen service provider in relation to this process. We will not be liable for any charges that may arise, which, if raised by our suppliers, may be passed to you. Although we will assist where possible, we are not responsible for providing the specific details required for such orders.

8. **Guarantor Liability:** By entering into a contract, the signatories agree to act as guarantors for the obligations of the customer. As guarantors, you are jointly and severally liable for any debts, fees, or charges incurred under the contract.
 - 8.1. **Liability in Case of Insolvency:** In the event of the customer's insolvency, bankruptcy, or any proceedings commenced relating to the customer's insolvency or bankruptcy, the guarantors will be liable for all outstanding amounts due under a contract. This includes, but is not limited to, any unpaid invoices, early termination charges, and costs associated with the return or replacement of rented, hired, or loaned equipment.
 - 8.2. **Notification of Changes:** Guarantors must promptly notify us of any changes to their financial circumstances that may affect their ability to fulfil their obligations under a contract. Failure to do so may result in immediate action to secure outstanding debts.
 - 8.3. **Extent of Liability:** The liability of the guarantors is not limited to the duration of a contract term but extends to any and all obligations incurred during the contract period. This includes any extensions, renewals, or amendments to the contract.
 - 8.4. **Guarantor Termination:** Guarantors may not terminate their obligations under this contract without our prior written consent. Any such consent will only be granted if a suitable replacement guarantor is provided, or the customer's financial standing is deemed satisfactory by us.

9. **Indemnity and Liability Limitation:** Where a service is utilised for business purposes, you agree to protect us against any claims or threats of claims made by third parties arising from faults in a service or their inability to use the service. We will not be liable to you or any parties directly or indirectly connected to you for any delays, malfunctions, suspensions, or interruptions in the provision of a service caused by: force majeure or unforeseeable circumstances; tampering with or interventions in services or equipment carried out by you or by unauthorised third parties; failure by you to comply with the conditions of access to a service; incorrect use of a service by you; malfunctions from the connecting devices; use by you of incompatible tools and/or software; connectivity malfunctions dependent upon another operator.
 - 9.1. **Unforeseeable Losses:** In any scenario, including that in which we break an agreement, we shall not be liable for any losses that are not reasonably foreseeable. This includes but is not limited to any loss of business, revenue, profit, anticipated savings, wasted expenditure, or damage to data.
 - 9.2. **Equipment Control:** As we have no control over the equipment involved, we are in no way responsible for disruptions caused by switching, routing, or transmission errors on public networks which involve the delivery of data. This includes cases in which data or communications are delivered to an incorrect destination.

- 9.3. **Service Configuration:** We are never responsible for malfunctions in our services that are attributable to an incorrect, inappropriate, or incompatible configuration by you, or to any part of the network not under our control, including malfunctions due to the infrastructures of third-party operators.
- 9.4. **Network Disruptions:** In any case, we are not responsible for damages caused by breakdowns, interruptions, or overloads of the electric, telephonic, national, and international lines that prevent the regular use of our services.
- 9.5. **Force Majeure:** We cannot be held responsible for any of our obligations under this contract if such failure is caused by an event of force majeure, including but not limited to fire, flood, strike, cable or fibre cuts, lightning, civil unrest, acts of governmental or military authorities, changes in law, terrorism, and prolonged periods of general power outage; nor can we be responsible for non-fulfilment by third parties that affect the functioning of our services.
- 9.6. **Network Security:** You relieve us from any responsibility for any attacks and/or intrusions by third parties from the network through the equipment with which any service is provided. You acknowledge that third parties can access systems via the internet and can overcome the security of the systems to use them improperly and cause damage to third parties. In the event that we detect an intrusion attempt through the accesses and data we lawfully have for the provision of the service, we may interrupt the service, without any obligation, until you take steps to implement the necessary measures to prevent the situation from persisting. You shall hold us harmless from any direct and/or indirect damage as well as the payment of any charge, expense, indemnity, or any prejudice that may be suffered by us or our employees or collaborators, or other parties who use the services or are connected in the execution of this contract by their employees, collaborators, consultants, representatives, and their substitutes, even on an extra-contractual basis.
- 9.7. **Financial Liability Limitation:** Our total liability for any single claim, regardless of subject or associated activity, shall never exceed £2,000, and our total liability for any series of related claims shall never exceed £8,000 within 24 months.
- 9.8. **Severability:** Each provision within this agreement that excludes or limits our liability functions independently. Should any provision be deemed invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable.
10. **Faults and Compensation:** We do not guarantee any fault free services as it is impractical to do so. We do however aim to minimise fault occurrences and endeavour to resolve service failures promptly. Any faults must be reported to us via email to 'support@skaboona.co.uk' or telephone call to our advertised office number as soon as reasonably possible upon discovery. We will commit our best

reasonable efforts to the prompt resolution of any faults in order of priority, which will be established by us given an understanding of business impact.

10.1. **Service Faults:** If our service is faulty in such a way that its nature differs from that which was originally provided or agreed, and you have not been notified in advance of a relevant change, we will rectify the issue or compensate according to clause 10.2. If, however, a fault is present due to any factors outside of our control (including but not limited to end user damage, unauthorised access, and wear and tear of out-of-warranty equipment), we may charge for repair or replacement per our price list or quote separately.

10.2. **Compensation:** We will deliver all services with the professionalism and expertise expected of a reliable IT, telecommunications, and connectivity provider. This includes timely fault resolution and support, where applicable. If we fail to do this, compensation will be offered only if the failure is result of our negligence. Compensation may include a credit (or partial credit) of that which was paid for the affected services for the duration in which they were affected, and no more. The duration of the failure will be considered to start from the moment you made us aware of an issue, to the moment it was resolved, or an agreement otherwise made to satisfy resolution.

10.3. **Service Disruptions:** We may occasionally need to disrupt a service, including broadband and telephony services, for operational reasons or because of an emergency. These reasons may include but are not limited to both planned and unplanned maintenance. If we do disrupt a service, we will restore it as soon as reasonably possible.

11. **Incident Reporting & Support:** You must promptly report any issues or incidents affecting any services to our support team via the advertised contact methods. These include our advertised telephone number and email address.

11.1. **Helpdesk Service:** We provide a helpdesk service for incident reporting and resolution, committed to providing prompt, appropriately prioritised responses during working hours.

11.2. **Emergency Service:** We provide a limited out-of-hours emergency service at our discretion, unless otherwise specified in your Customer Service Agreement.

11.3. **Incident Resolution:** We make best endeavours to fully resolve the root cause of any incident raised to us. Resolutions will be offered timely fashion where practical and associated with any active services. Transparent communication will be maintained throughout the incident resolution process.

11.4. **Support Levels:** The level of support received may be dependent on your active services, as stated in your Customer Service Agreement. You are not entitled to day-to-day end-user support outside of that which is directly associated with the upkeep of any managed services if your Customer

Service Agreement does not contain a suitable end-user support package. We may always provide limited support at our own discretion.

11.5. Managed Service Requests: You may ask us to make configuration changes or make other queries relating to managed services. Such requests should be made to the support team as above and will be responded to and actioned with our best endeavours.

12. Online Accounts: Many of our services provide you with access to an online account. Online accounts may be used to access emails, phone systems, data, and service configurations amongst other purposes.

12.1. Account Security: You must keep and protect all user account credentials with the utmost diligence, ensuring these remain secure and never sharing with unauthorised users. Do not enter your credentials into shared devices or insecure systems and never store in plain text.

12.2. Responsibility: You are directly and exclusively responsible for any damage that your improper use of, access to, or sharing of online accounts may cause to you, us, our partners, or to other third parties. You must let us know immediately if you have any reason to believe that your credentials or account have been compromised.

13. Personal Information Storage and Processing: You consent to our collection, storage, and usage of your personal information and that of any employees or business stakeholders who may use our services or interact with us per our current Privacy Policy, available on our website. This includes the usage your information for marketing and service improvement purposes. If you would not like us to use your information for these purposes, please let us know via email to 'marketing@skaboona.co.uk'. We will always handle your personal data in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR). Your information will only be shared with our trusted partners and suppliers as necessary to deliver our services, except when mandated by law.

13.1. Call Monitoring: We may occasionally monitor, and record calls made to or by us relating to customer services. We do this for training purposes and to improve the quality of our customer services, including complaint handling.

Schedule 1: Managed IT Services

14. **Service Description:** We provide Managed IT services as outlined in your Customer Service Agreement. Managed IT services may include, but are not limited to, on-site server management, Microsoft 365 licensing/management, cloud hosted services, endpoint management, and endpoint security. These services aim to ensure or enhance the efficient, secure, and reliable operation of your IT environment.
15. **Software Installation & Configuration:** You must allow us to install and configure software as included in your Customer Service Agreement, or where necessary to deliver services within your Customer Service Agreement. This may include tools to enable our remote access, monitoring, or security applications. We may need to install software on or alongside devices which were not supplied or are not otherwise managed by us, for example, remote access and/or antivirus agents on workstations which are otherwise managed by somebody else.
- 15.1. **Access to Systems and Information:** You must provide us appropriate access to your systems and information as necessary to deliver our services. This may include administrative credentials to existing servers, workstations, networking equipment, and cloud services. If necessary, we will help you do this in a secure fashion.
16. **Communication:** You must provide, maintain, and advocate for a suitable channel for communication between us and all parties involved in the management or associated use of managed equipment and our services. This will help us to deliver our services smoothly and ensure that you receive a consistent customer experience.
17. **Maintenance and Monitoring:** You must not interfere with the ongoing maintenance and monitoring of your IT systems, which ensures optimal performance for appropriately covered devices through regular updates, patch management, and performance tuning where practical and applicable.
- 17.1. **Configuration Changes:** You are not permitted to make any changes to the configuration of servers, cloud infrastructure, or managed endpoints without prior written authorisation from us.
18. **Security and Compliance:** You must not disable or tamper with security software installed on your endpoints, which includes antivirus, anti-malware, and firewall solutions. You must report any suspected security threats or vulnerabilities promptly and enforce your own well-maintained policies to ensure of strong internal security and proper technology usage.
- 18.1. **Data Security:** We commit to maintaining appropriate data security measures in our own environment(s) to enhance data protection, mitigating

risks from unauthorised access, disclosure, alteration, and destruction when stored on or accessed from our systems. These measures include:

- Regular vulnerability assessments.
- Encryption of data at rest and in transit.
- Implementation of robust access control mechanisms including password management and multi-factor authentication.
- Use of advanced threat detection and prevention systems.
- Regular security updates and patch management.

18.2. **Best Practices:** In addition to the data security measures above, we commit to following industry-standard best practices to further mitigate risks when allowing us access to your infrastructure and data. These practices include:

- Accessing systems and information only for professional purposes from secured devices with appropriate software and antivirus installed.
- Never removing your data from your equipment for any purpose besides the delivery of services to which you have subscribed.
- Never storing your data beyond the period necessary to deliver our services, facilitate account management and billing, or support clause 11. Associated decisions are made in your best interest but at our discretion unless we receive specific instruction from you.
- Not providing access to any unauthorised person nor sharing any privileged information without your consent, as described in our Privacy Policy.

19. **Compliance:** You must adhere to any specific security policies and compliance requirements we establish for your IT environment, including cloud services, endpoints, software, and on-site servers. You must also ensure that your staff participate in any agreed training provided by us.

20. **Data Loss Protection:** We may recommend and/or implement backup solutions to help protect your data against unexpected loss. In the case that we do, details of any such solutions will be shared with you. You may not interfere with any established backup solutions and must adhere to any associated policies or instructions to ensure that the solution functions effectively and as planned. We are under no circumstance liable for the loss of data which is not stored on our systems.

Schedule 2: Broadband, Connectivity and Telephony Services

21. **Service Description and Usage:** We provide Broadband, Connectivity, and Telephony (Voice-over-IP, or VoIP) services as outlined in your Customer Service Agreement. These services enable internet access and voice communication over the internet.
- 21.1. **Customer Responsibility:** You are responsible for all usage of our services, including any internet activity or calls made from your service, regardless of whether they were made by you or another party. You are liable for all charges incurred, including out of package call charges and excess engineering charges, as detailed in our price list.
- 21.2. **Internet Access:** You acknowledge that our VoIP services require an unrestricted internet connection with minimum 80Kbps uninterrupted available bandwidth per handset to function. Unless you are sourcing an internet connection service through us, or otherwise contracting us to manage a network, you are responsible for the maintenance and supply of the internet connection used to make and receive phone calls. We are not liable for any interruptions caused by internet connection outages regardless of supplier.
22. **Compliance with Regulations:** Our Telephony and VoIP services comply with all applicable UK laws and regulations, including those set by the Office of Communications (Ofcom). We are committed to ensuring our services meet the regulatory standards required to operate within the UK.
- 22.1. **Number Portability:** In accordance with Ofcom regulations, you have the right to port your phone number to another service provider. We will assist you with the porting process per clause 7.8.
- 22.2. **Complaints and Dispute Resolution:** We are committed to resolving any complaints or disputes in a fair and efficient manner. You can find our complaints handling policy on our website, which details the process for raising and resolving issues.
- 22.3. **Number Assignment:** We are in no way responsible for any damage that may arise to you or to third parties due to the assignment, pursuant to regulatory provisions, of numbers previously attributed to others.
- 22.4. **Improper Use of Numbers:** We are in no way responsible for any improper use of numbers by you, and you indemnify us from any claims for compensation or sanctions by regulatory authorities or third parties.
23. **Acceptable Usage:** Our Telephony services are provided for legitimate business use only. Unacceptable uses include, but are not limited to, unsolicited marketing calls, fraudulent activity, auto-dialling, and any use that violates applicable laws or regulations.
- 23.1. **Monitoring and Enforcement:** We reserve the right to monitor usage of our telephony and connectivity services to ensure compliance with these Terms and Conditions. If we detect any violations, we may take appropriate action, including suspension or termination of the service.

24. **Call Packages:** Our call packages are designed to be suitable for customers with typical usage patterns for UK businesses, and they are priced on this basis. Accordingly, it is important that you understand what we consider to be “fair usage” in terms of the services that we provide to you. If your usage goes beyond the limits set out in this agreement, you will be subject to additional charges and, in some circumstances, we will suspend your use of the services.
- 24.1. **Call Package Availability:** Call packages are available in our inclusive bundles or, in the case of our Standard Call Package, available separately. Where applied, a single type of call package must be applied to every licensed user of a given phone system. Call packages may not be sold for a subset of users or mix-and-matched.
- 24.2. **Important Exclusions:** Calls to premium rate and special numbers, other number ranges, and call-forwarding services are not included as standard and will be charged per our Standard Calling Tariff. Calls lasting over 60 minutes are also not included. Call packages are for normal business use only (i.e., where the making of calls is incidental to the main activity of the business or relevant part of the business). Packages are not permitted to be used in call centres or where there is a dialler installed as we do not consider this to be typical business usage.
- 24.3. **Free to Caller Numbers:** Free to caller numbers are not included in your call package minutes. This includes 0800 and 0808 numbers.
- 24.4. **Unused Allowances:** Unused allowances do not rollover from one month to the next, and you are not entitled to any refund in respect of any unused allowances (or part allowances), either at the end of any billing period or where a service ends.
- 24.5. **Allowances:** Allowances for specific call packages are stated in our price list, on our website. These are typically either 2000 or 3000 minutes per month to specific numbers only.
- 24.6. **Using Call Minutes:** Calls made will be deducted from your inclusive minutes allowance in one-minute increments, with any part minutes rounded up to the next whole minute. We have no obligation to monitor your usage to ensure that you do not exceed the fair usage limits or package limits.
25. **Premium Rate and International Number Barring:** We do bar by default international calls and UK premium calls to numbers starting 070, 09, or UK directories. This is done to prevent excessive accidental call charges. These bars can be lifted at your request given a written acknowledgement of the associated charges.
26. **Call Charges and Liability:** Out-of-package call charges will be applied as per our price list and your selected tariff, as indicated at the top of your Customer Service Agreement. These charges include, but are not limited to, international calls, premium rate numbers, and any calls not covered by your selected package. Call activity will be metered by the network.
- 26.1. **Liability for Charges:** You will be liable for all charges accrued through your telephony services, even if such charges arise from unauthorised use by third parties. We recommend regularly monitoring your service and immediately reporting any suspicious activity.

- 27. Service Availability and Disruptions:** While we strive to provide continuous and uninterrupted services, we do not guarantee that the services will always be available or fault-free. Planned maintenance and upgrades may cause temporary service interruptions, as may unplanned maintenance and operational or emergency requirements.
- 27.1. Impact of Disruptions:** Any service disruptions, including suspensions due to non-payment or breaches of these terms and conditions, may prevent you from making or receiving calls or accessing the internet. We will endeavour to notify you of any planned service outages in advance.
- 27.2. Emergency Calls:** VoIP services rely on an internet connection, which could be disrupted. You acknowledge that during such disruptions, and other disruptions impacting the service including power outages, you may not be able to make emergency calls. We recommend keeping an alternative means of contacting emergency services.
- 28. Broadband Service Speeds:** We commit to delivering the broadband speeds promised in your Customer Service Agreement. If we fail to provide the stated minimum speeds due to network issues within our control and cannot resolve these issues within 30 days, you have the right to terminate the associated broadband service and any reliant services without incurring Early Termination Charges (ETCs).
- 29. Broadband Care Levels:** Standard broadband care (S) aims to offer an Openreach fault clear within 40 hours of being raised to the network carrier. Enhanced care (S) aims to clear faults within 20 hours, and Critical care (C) in 7 hours. These targets do not apply to Mass Service Outages (MSOs) and matters beyond our, or the carrier's, reasonable control. These targets also exclude time in which the progression of a reported fault is outside of our, or the carrier's control. For example, while waiting for you or an end user to complete diagnostics, on-site investigation, arrange site access, or when working with third party equipment.
- 30. Local Area Network (LAN) Installation and Management:** Unless otherwise specified in writing, the installation and ongoing management of any equipment we provide will be conducted exclusively by us, our contractors, or partners. You are not permitted to make any changes to the LAN configuration, including network settings, equipment placement, or security protocols without our express consent.
- 31. Security and Responsibility:** While we may provide a management service, you are responsible for maintaining the physical security of networking equipment. We are not liable for any breaches or security vulnerabilities that are not direct results of our negligence, including but not limited to unauthorised physical access to equipment or interfaces. You must maintain and enforce your own security policies to ensure of strong internal security and proper technology usage.
- 31.1. Unauthorised Use:** You must take all reasonable measures to prevent unauthorised access to and use of our Telephony and Broadband services.

This includes securing your account credentials and promptly notifying us of any suspected misuse.

32. **Internet Usage:** Excessive data usage or activities that degrade network performance may be subject to management to protect overall service quality. Violation of these terms or any other reasonable internet usage policies may result in service suspension or termination, as outlined in Clause 7.2.
- 32.1. **Prohibited Activities:** The broadband service must not be used for illegal activities, including but not limited to piracy, copyright infringement, hacking, or distributing malicious software.
- 32.2. **Monitoring:** We reserve the right to monitor network traffic and investigate suspected violations of our internet usage policy. This may include inspecting data packets, reviewing logs, or cooperating with law enforcement authorities where necessary.
- 32.3. **Piracy and Copyright Infringement:** You agree to comply with all laws and regulations regarding copyright and intellectual property rights when using our broadband services. Unauthorised distribution or downloading of copyrighted materials, including but not limited to music, movies, software, and games, is strictly prohibited.
- 32.4. **Liability for Misuse:** You are solely liable for any consequences arising from your misuse of our broadband service, including legal actions taken by copyright holders or authorities.