



## Interact Technology Limited

### Data Terms and Conditions

Version 1.6 January 2019

#### 1.0 What the Service is

The Service we (Interact Technology Ltd) supply to you (our customer) is being Data Services.

#### 1.2 Basis of Contract

The sending of a quote by Interact Technology Ltd to you (our customer) constitutes as an offer, to provide services in accordance to these conditions. The offer may be withdrawn at any point prior to you (our customer) accepting.

1.3. The offer shall be accepted and the contract shall be formed and come into existence at the point when Interact Technology Ltd receives the accepted quote/order form, (either electronically or physically) by and on behalf of you (the customer) at which point and on which date the Contract shall come into existence.

1.4 The contract constitutes the entire agreement between the parties. The customer acknowledges that it is not relied on any statement, promise, representation, assurance or warranty made or given by Interact Technology Ltd which is not set out in the quote or order form, the Service Specific Conditions or the standard terms.

1.5 The customer warrants to Interact Technology Ltd that it is entering into a contract for the purpose of its business, trade or profession and not as a consumer.

#### 2.0 Term

2.1 You (the customer) recognise that Interact Technology Ltd.'s pricing takes into account many factors including but not limited to: other carrier commitments, initial costs, advance replacement equipment levels, spare parts stock, staffing and insurance arrangements. Strict adherence to term commitments and notice periods are therefore of the essence.

2.2 The initial term of each customer order shall be thirty six (36) months ("Term Commitment") and you (the customer) agree to pay for the agreed services for such period of time unless otherwise stated on the quote/order form.

2.3 After expiry of the initial term commitment the term commitment shall be extended by one year and subsequently each year on each anniversary of the commencement date, until terminated by either Interact Technology Ltd or you (the customer) upon written notice to be delivered not less than sixty (65) days prior to the end of the initial term commitment or the end of any subsequent term commitment.

#### 3.0 Service Provision

We reserve the right not to provide the Data Service to any site and to withdraw its provisional acceptance of an order for reasons including but not limited to a) The distance between a site and the point of presence of the service provider is not adequate. b) If a site survey finds that a site is not suitable for the provision of the Ethernet or Broadband based backup service

3.1 All parties will agree on a per site basis a timetable for the implementation of the service taking into account the lead times of the service provider and all third parties involved. Interact shall be entitled to revise such timetable after appropriate liaison with all providers, if it encounters delays (including, but not limited to, complications connected to any site survey) which could not reasonably have previously been foreseen.

3.2 Interact will require from you, the customer, technical expertise, knowledge and resources sufficient to correctly integrate systems, applications and interfaces with the agreed service on a per site basis.

3.3 Where you decide to use your own firewall application, we or the service provider will have no liability for any malfunction, failure or inadequacy of such application whether or not it has been approved by Interact.

#### 4.0 Use of your information

4.1 You (the customer) agree that Interact Technology Ltd may use the personal data provided to a.) Provide any Services b.) Process payment for such services and c.) Inform the customer about similar products or services that Interact Technology Ltd or other members of its group provide.

4.2 You (the customer) agree that Interact Technology Ltd may pass its personal data and other information to a credit reference agency.

4.3 Interact Technology set out its lawful basis advice in its Privacy Notice.

#### 5.0 When we will provide the Service

Interact Technology Ltd shall use all reasonable endeavors to deliver services on or by any date or dates specified on the quote/order form but any such dates shall be estimates or guidance only.

5.1. to the extent that there is a failure or delay by Interact Technology Ltd to supply one or some of the services, that shall not entitle the customer to terminate the contract for the supply of any other service or services as the case may be (if any).

5.2 A Wayleave agreement to carry out work on privately-owned land may be required. It is you 'the customer's' responsibility to ensure that this written legal agreement is made between Openreach and the land or property owner so that access is granted to install, maintain, repair our equipment. Any delay caused by Wayleave is not the responsibility of Interact Technology.

#### 6.0 Repairing faults

6.1 We will work on any fault that is reported to us according to the repair service we have agreed to provide to you.

6.2 When we agree to work on a fault outside the hours covered by the repair service that we provide to you, you must pay us any extra charges incurred.

6.3 If you tell us there is a fault in the service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for the work we do, to try to find the fault or to repair it.

6.4 Interact reserve the right to perform any routine or scheduled maintenance that may limit or suspend the availability of the Data Service and shall provide reasonable prior notice of any such maintenance. We also reserve the right to perform any emergency maintenance.

#### 7.0 Paying our charges for the Service

7.1 The charges for Services shall be detailed in the quote/order form and as otherwise determined in accordance with the contract.

7.2 Agreed rental charges are payable from the handover date monthly in advance by direct debit, or such other method that is specified in the quote/order form.

7.3 Payment in advance. We may ask you for a payment before one is normally due. This will not be more than the connection charge and rental for the Minimum Period. (b) We may ask for a deposit at any time, as security for payment of your bills, if it is reasonable for us to do so. (c) We may use the Services of a Credit Reference Agency in order to approve your application for services. We reserve the right to decline any application that does not match our criteria.

7.4 If you choose not to pay via Direct Debit, and your invoice payment is more than 14 days late, we reserve the right to charge for a late payment fee.

#### 8.0 Your other responsibilities

8.1 Connecting and using your equipment.

(a) Equipment must only be used with our network in a way that meets the relevant standards and your license. If your equipment does not meet those standards, you must immediately disconnect it, or allow us to do so at your expense. If you ask us to test your equipment to make sure that it meets those standards or your license, you will be asked to pay an engineer charge ahead of any appointment.

(b) Equipment provided by Interact or by its sub-contractors for the delivery of data services and any access service remains the property of Interact and its sub-contractors, as the case may be.

(c) You the customer acknowledge that the service provider exercises no control over and accepts no responsibility for the information, service and content accessible on the converged service or the internet.

8.2 Supply a place and electricity for our equipment. We may have to place equipment on your premises to provide you with the Service. You must provide a suitable place and conditions for our equipment. If we have to supply equipment that needs a continuous mains electricity supply and connection points, you must provide them where we need them at your own expense.

8.3 Preparing your premises: You (The Customer) must prepare your premises before we arrive according to any instructions that we give you. When our work is completed, you will be responsible for putting items back and for any necessary redecorating.

8.4 Entry to your premises  
(a) If the engineers have to enter your premises you must let them do so. We will meet your reasonable requirements about the safety of people on your premises and we will do the same.

(b) If we need someone else's permission to cross our equipment on their premises, you must get that arrangement for us and make any other necessary arrangements.

#### 8.5 Damage

Nobody must tamper with our equipment that is on your premises. If anyone does and there is any damage to or loss of our equipment, you must pay a charge for any necessary repair or replacement.

8.6 Fraud and Criminal Offence: If a claim is made against us because the Service is misused in this way, you must reimburse us in respect of the sums we are obliged to pay.

#### 9.0 Limitation of Liability

Nothing in the contract shall limit or exclude Interact Technology Ltd liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
- fraud or fraudulent misrepresentation by Interact Technology Ltd
- breach of the terms implied in the Supply of Goods Act 1982

9.1 Interact Technology Ltd shall not be liable to the Customer, whether in contract, for breach of statutory duty, or otherwise, arising under or in connection with the contract for: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information, any direct or consequential loss.

9.2 We have no liability under this agreement for a failure in provision of the Service or the Service itself this does not affect our liability if we are negligent.

9.3 Interact Technology Ltd. total liability to the customer, whether in contract (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall, in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, be limited to the equivalent of the total charges paid by the customer in that period for the equipment and/or the relevant service in respect of which the claim arose.

9.4 Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

#### 10.0 Force Majeure

An event beyond the reasonable control of Interact Technology Ltd but not limited to- Strikes/Lock-outs or other industrial disputes (whether involving the employees of Interact or otherwise). Failure of a Utility Service (including without limitation, Street Cabling, network or infrastructure failure or fault). Failure of a transport network, act of god, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant machinery, fire, flood, storm or default of suppliers, subcontractors or utility suppliers. Interact Technology Ltd shall not be liable to the customer as a result of any delay or failure to perform its obligations under this contract as a result of a Force Majeure Event.

10.1 If the Force Majeure Event including but not limited to a default of supplier caused by bankruptcy or administration prevents Interact Technology Ltd from providing any of the services for more than 14 Business Days, Interact Technology Ltd shall without limiting its other rights or remedies, reserve the right to replace your service to the end of the initial term or renewal period. Interact will reserve the right to apply other charges in this instance.

#### 11.0 If you break this agreement

11.1 We can suspend the Service or end the agreement (or both) at any time without telling you if:

(a) You break this agreement or any other agreement you have with Fixed Network Services, Data Services, Hosted, Mobile or Maintenance/Support Services and fail to remedy the breach within a reasonable time of being asked to do so;

(b) We believe that the Service is being misused.

(c) Bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgement of a court on time or you make an arrangement with your creditors or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

11.2 If you miss a payment, we will not suspend the Service or end the agreement until seven days after the payment was due. However, if we suspend the service and you miss another payment during the twelve months after we provide the Service again, we may then suspend the Service or end the agreement (or both) seven days after the payment was due

11.3 If we suspend the Service, we will not provide it again until you do what you have agreed or satisfy us that you will do so in. A reconnection fee will apply.

11.4 If we suspend the Service because you break this agreement, the agreement will still continue. You must continue to pay us rental to the term commitment date.

#### 12.0 Arbitration

If we cannot resolve any dispute with you, you can refer the dispute to the Chartered Institute of Arbitrators under our simple procedure.

#### 13.0 Changing the agreement

13.1 In general. If you ask us to make any change to the Service we may ask you to confirm your request in writing. If we agree to a change, this agreement will be changed when we confirm the change to you in writing.

13.2 Any changes required which do not fall within the standard allowable changes which require consultation between the service provider and you the customer will be assessed on a case by case basis. Standard professional service charges may apply.

#### 13.3 Conditions

We can change the conditions of this agreement including our charges at any time.

#### 14.0 Transferring the agreement

You cannot transfer or try to transfer this agreement or any part of it to anyone else.

#### 15.0 Cancelling the Service prior to Service Commencement Date.

You may cancel your service order after Interact Technology's acceptance of an order and prior to service commencement by written notice to Interact Technology Ltd. In such an event, or if delivery of service is terminated by Interact Technology Ltd due to a failure of customer to comply with these terms and conditions, then you shall pay a cancellation charge to Interact Technology Ltd in an amount equal to: a) any third party cancellation charges related to the installation or cancellation of service; plus b) 50% of non-recurring charges

detailed in the quote/order form (including any non-recurring charges that were waived by Interact Technology Ltd on the quote/order form) if cancelled before a site survey. Or c) 100% of the total recurring charges for the cancelled service which would have been received until the expiry of the Term Commitment had the service order not been cancelled; plus

d) Interest at a rate of 1% per month (or if disputed the maximum rate allowable in law) or part thereof on the total of all sums recoverable from the effective date of termination until payment.

The right to cancel any service under this section shall automatically expire upon delivery of the agreed service.

15.1 The supply of Equipment as part of the quote/order form is and remains the property of Interact Technology Ltd and to which will need to be returned upon cancellation, transfer or termination of the agreement. Charges will apply for equipment that is not returned.

#### 16.0 Ending the agreement after the Service is provided

You (the customer) may cancel service after the customer commencement date for a particular service and prior to the end of the term commitment by delivery of written notice to Interact Technology Ltd of not less than 65 days before such cancellation is to be effective.

In such event, or if Interact Technology Ltd cancels all or any portion of any customer service order due to a breach of any term or condition, then you shall pay cancellation charges in an amount equal to: (a) any third party cancellation charges related to the installation and/or termination of the service; and the non-recurring charges (including any non-recurring charges that were waived by Interact Technology Ltd at the time of the quote/order form being accepted) for the cancelled service; plus b) 100% of the remaining charges which would have been incurred by you (the customer) from the effective date of cancellation to the end of the term Commitment;

(c) Interest at a rate of 1% per month (or if disputed the maximum rate allowable in law) or part thereof on the total of all sums recoverable from the effective date of termination until payment.

16.1 The supply of Equipment as part of the quote/order form is and remains the property of Interact Technology Ltd and to which will need to be returned upon cancellation, transfer or termination of the agreement. Charges will apply for equipment that is not returned.

16.2 The service provider may terminate the data service immediately if required to do so by OFCOM.

#### The other things we need to tell you

#### 17.0 How to give notice

Any notice given under this agreement must be emailed or a letter sent with confirmed delivery

(a) To us at the address shown on the Quote/Order Form or on your last bill or any other address we give you;

(b) To you at the address you have asked us to send bills to whether postal or electronic mail.

#### 18.0 Third party rights

A person who is not a party to this agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 19.0 Liability for misuse

Interact Technology is not liable for any misuse, fraud, deception, misrepresentation or any unauthorized use that does or does not amount to, or is or is not in connection with any criminal offence that results in excess call charges. This applies to any party's use, including the responsibility of any third party.

#### 20.0 Explanations of certain words

"Contract" means the contract between Interact Technology Ltd and the Customer for the supply of Service/goods (including appropriate equipment) in accordance with these conditions, the order and any service specific conditions.

"Customer" the person or firm specified as such as on the order form/quote who contracts to purchase services from Interact Technology Ltd

"Data services" the data services to be provided by Interact technology Ltd to the customer as described in the Order/Quote together with such other data services that Interact Technology Ltd agrees to supply the customer from time to time.

"Equipment" The equipment as set out in the order form/quote that is on loan for the period of your service and returnable upon cease/transfer.

"Failure of the Service" means the

continuous total loss of the ability to make or to receive Calls or the continuous total loss of a related service

**"Force Majeure"** translates as 'greater force', this clause is included to remove liability for natural and unavoidable catastrophes that interrupt the expected course of events and restrict obligations.

**"Maintenance Services"** the maintenance of services to be provided by Interact technology Ltd to the customer as described in the Order/Quote Interact Technology Ltd agrees to supply the customer from time to time.

**"Minimum Period"** means the first 36 months of the Service unless otherwise agreed in writing before the commencement of the contract.

**"Service"** the services to be provided by Interact technology Ltd to the customer as described in the Order/Quote together with such other data services that Interact Technology Ltd agrees to supply the customer from time to time.

**"Service Commencement Date"** means the date in which an agreed service becomes active and billable.

**"Wayleave"** means a written legal document between the land or property owner and Openreach to install, maintain, repair telecommunications equipment/

**"We", "us"** and **"Interact Technology"** means Interact Technology Ltd or the body corporate which bears the English company registration number 06348509

**"Working day"** means Monday to Friday not including public holidays.

**"You"** means the customer we make this agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

**"Your equipment"** means equipment that is not part of our network or included in any quote/order form and which you use or intend to use with the Service.

**"Your premises"** means the place where the Service is or will be provided.