

# **Matrix247**

Master Legacy

Terms & Conditions

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# 1 Matrix Customer Service Policy

Matrix247's clients are whom we serve, and to who we wish to deliver unparalleled advice along with an outstanding commitment to their service. Our customer service policy defines what this commitment means in practice and what our clients and partners can expect from us.

Our customer service policy makes clear the Company's commitment to provide excellent advice and services that offer value for money. Key to achieving that vision is a good relationship with our Clients and Partners.

## 1. Why have a policy?

Clients that use Matrix247 services have an expectation of the services we provide. It is important that you know what to expect from us in terms of service so that you can measure whether we are successful or not.

As a Telecommunications provider we deliver a wide range of services and employ a company of helpful staff to deliver our advice, products and services to your organisation. It is important that our staff understand and deliver the same high quality service irrespective of the sector or area that they work within.

## 2. Our Customer Charter

Matrix247 is an organisation that puts the needs of our customers first. Our staff are committed to providing a responsive, caring and professional service.

We promise to:

- Act in a professional manner and be polite at all times
- Deal with your enquiry promptly or explain the reason for any delay
- Listen to you and ask for your views
- Keep our promises
- Be open and honest and explain our decisions
- Apologise when we make a mistake and put things right
- Accept your right to complain and guarantee a full investigation and considered response
- Treat you and your data with respect

### **3. Our Customer Standards**

We aim to:

- Answer the phone within five rings
- Return your call within 4 hours if you have left us a message
- Reply to letters and faxes within 5 working days
- If your query can't be resolved within 5 days we will contact you to explain why and give you timescales
- Acknowledge emails sent to customerservices@matrix247.com within 4 hours and respond fully within 24 hours
- Respond to complaints within 10 working days. Click here to see our 'Customer Complaints Procedure'
- Resolve your query at the first point of contact or provide you with the details of who can help, together with timescales
- Communicate in plain language
- Have well-trained and confident staff that have the skills and knowledge to do the job

What we ask of you:

- Treat all of our staff with courtesy and respect, avoiding unacceptable behaviour
- Provide us the information and documentation we need to help you
- Help us by informing the Director of Customer Services when we do not meet your expectations, giving your views and suggestions
- Utilise call recordings of telephone conversations to aid in the clarity of communication with our clients

### **4. How will we monitor this policy?**

We will:

- Make it easy for you to make a complaint, comment or suggestion
- Monitor complaints to ensure we learn from our mistakes. Click here to see our 'Customer Complaints Procedure'
- Monitor recorded telephone conversations to help clarify agreements made by telephone
- Monitor our performance against these standards and policy

- Train and support our staff in providing better customer service
- Use customer surveys to regularly gather customer feedback

## 2 Digital Print Terms & Conditions

### 1. General

1.2 Unless otherwise agreed in writing, the maintenance, repair and support services to be provided by Matrix Platinum Ltd. to the Customer are supplied subject to the following conditions to the exclusion of any other terms and conditions on which any request or other offer has been given to Matrix Platinum Ltd

### 2. Services

2.2 Matrix Platinum Ltd. agrees to provide maintenance, repair and support services (the “Services”) in respect of the equipment specified overleaf (the “Equipment”) and to supply necessary replacement parts (excluding the main cabinetry unless damaged by reason of defective or faulty Equipment within any applicable warranty period for such Equipment)

2.3 Matrix Platinum Ltd. warrants that it will provide the Services with reasonable care and skill.

2.4 Matrix Platinum Ltd. shall provide all the Services during Matrix Platinum Ltd.’ normal business hours (9:00 am to 5:00 pm), Monday to Friday excluding any national or other public holidays within the country or territory in which Matrix Platinum Ltd. has agreed to provide the Services.

2.5 Unless otherwise agreed overleaf, the servicing or replacement of computer parts and equipment and printers linked to copiers (including, but not limited to, RIPs, print controllers, NIC cards, hard drives, computer mainboards and memory chips and software) are not subject to this Agreement and the servicing or replacement of such equipment and parts may be provided by Matrix Platinum Ltd. subject to the agreement of the parties.

### **3. Payment**

3.2 The Customer shall pay all charges specified overleaf as being payable in advance (including, but not limited to, the annual fee), without any set off or deduction, no later than the first day of the relevant month or quarter to which the payment in advance relates, without further demand from Matrix Platinum Ltd. All other charges payable by the Customer under this Agreement (including, but not limited to, additional copies, prints or scans as specified overleaf) shall be paid by the Customer, without any set-off or deduction not later than 30 days after the invoice date.

3.3 The Customer shall, in addition to the charges for the Services, pay all charges for the following:

*3.3.1 Any Services required as a result of accidental damage to or misuse of the Equipment or as a result of damage caused by the Customer's negligence, except where such damage or misuse is due to the negligence of Matrix Platinum Ltd.*

*3.3.2 Any Services provided outside of Matrix Platinum Ltd.' normal business hours*

*3.3.3 The replacement or refurbishment of the main cabinet*

*3.3.4 To the extent not included in the annual fee specified overleaf, toner (including coloured toner), toner bags and containers and coloured developer for plain paper copiers*

*3.3.5 The photoconductive drum as used in plain paper copiers, if damaged for reasons beyond the control of Matrix Platinum Ltd. and not due to fair wear and tear or any other photoconductor devices including, but not limited to, electrophoto conductor cartridges for plain paper facsimiles and laser printers, PCUs for digital equipment unless otherwise agreed in writing by the parties and all-in-ones (AIOs)*

*3.3.6 All throughput materials (including, but not limited to, paper)*

*3.3.7 Any Services required to be provided outside the country or territory in which Matrix Platinum Ltd. has agreed to provide the Services*

*3.3.8 The calibration or recalibration of the Equipment*

*3.3.9 The relocation of any Equipment (whether within the Installation Address or from the Installation Address to a new address)*

*3.3.10 Unless otherwise agreed overleaf, any Services required to be provided relating to the connection of the Equipment to the Customer's network or telephone system or lines*

*3.3.11 All the consumables used in connection with the Equipment not otherwise specified above in this section 3.5*

*3.3.12 The monthly standing charge is payable in addition to the copy charges*

3.4 To the extent that toner (including coloured toner) is included in the annual fee specified overleaf, Matrix Platinum Ltd. shall only be obliged to supply that quantity of the toner reasonably required for the use of the Equipment in accordance with the Customer's needs. Any additional toner requested by the Customer shall be supplied and invoiced to the Customer at Matrix Platinum Ltd.' then current charges.

3.5 The Customer shall not withhold payment due under this Agreement on the grounds of alleged defective Equipment.

3.6 Risk in the Equipment, spare parts and consumables shall pass to the Customer on delivery to the Customer except that if the Customer wrongfully fails to take delivery, risk shall pass at the time when Matrix Platinum Ltd. tenders delivery. Notwithstanding delivery and passage of risk to the Customer, title to the Equipment, spare parts and consumables shall not pass to the Customer until Matrix Platinum Ltd. has received all sums due to Matrix Platinum Ltd. under any contract between Matrix Platinum Ltd and the Customer.

#### **4. Installation**

4.2 The Customer shall ensure that the installation areas, electrical outlets, connection requirements (including those related to telecommunications) and access ways are suitable for the safe passage, installation, maintenance and removal of the Equipment.

4.3 Where Matrix Platinum Ltd. has agreed to install copier or printer equipment on to the Customer's network or system, the Customer shall make available its network administrator to assist Matrix Platinum Ltd. with and shall provide all necessary access to the Customer's network, and alter system configurations and install all relevant software on to the Customer's network or workstations, to enable Matrix Platinum Ltd. to install such copier or printer equipment. The Customer shall be solely responsible for ensuring the interoperability of the Equipment with the Customer's systems, software and network, and that all data, information and programs are backed-up prior to and during installation. Matrix Platinum Ltd shall have no liability what so ever to the Customer for any indirect, consequential or economic loss or damage (including, but not limited to, loss of profits, business interruption, loss of data or information or any costs incurred as a result of any failure of the Customer's computer system, software or network) as a result of the connection of any Equipment to the Customer's network or system. The provisions of this section 4.2 shall in no way limit the limitations set forth in section 11.

## **5. Meter Readings**

5.2 The Customer shall, upon request by Matrix Platinum Ltd., promptly confirm in writing the meter readings for Equipment fitted with a meter. Matrix Platinum Ltd. reserves the right to estimate such readings and invoice the Customer based upon such readings. Any over or under estimation will be corrected on the next invoice following receipt of actual meter readings.

5.3 Each meter click shall represent one A4 single sided copy (except colour copies, scans or prints made on multi-functional devices which shall be metered according to the agreement of the parties and, in the absence of any such agreement, by reference to Matrix Platinum Ltd.' usual charges for colour copies, as varied from time to time). Any size copy or print greater than A4 will count as two clicks.

## **6. Inspection**

6.2 The Customer shall permit Matrix Platinum Ltd. or its authorized representatives at all reasonable times to enter the premises where the Equipment is located, for the purpose of inspection or carrying out Matrix Platinum Ltd.' obligations under this Agreement.

## **7. Movement**

7.2 The Customer shall not move the Equipment from the Installation Address (as defined in the agreement for the sale or lease of the Equipment) without the prior written consent of Matrix Platinum Ltd. and will ensure that:

*7.2.1 Matrix Platinum Ltd. can continue to provide the Services at the new premises*

*7.2.2 The Equipment is moved by Matrix Platinum Ltd. in accordance with Matrix Platinum Ltd.' usual charges; as varied from time to time*

*7.2.3 The Equipment is fully insured by the Customer during transportation and upon installation at the new premises*

*7.2.4 Should the equipment be damaged during the move, it will be the customers responsibility to pay Matrix Platinum Ltd. to repair the equipment at the current rate*



## **8. Key Operators**

8.2 The Customer shall appoint two of its employees as “Key Operators” who shall be trained, at the Customer’s cost, by Matrix Platinum Ltd. in the operation of the Equipment, in accordance with Matrix Platinum Ltd.’ Operations Manual for that particular Equipment. Unless otherwise agreed overleaf, any other training requested by the Customer shall be provided by Matrix Platinum Ltd. and Matrix Platinum Ltd. shall be entitled to invoice the Customer a reasonable fee for the training provided.

## **9. Term**

9.2 This agreement shall commence on the delivery date, or, in the case that the equipment installed with the customer prior to the date of this agreement, from the date of this agreement and shall continue for the initial period specified overleaf (the 'initial term'). After the expiry of the initial term, either party may terminate this agreement in accordance with this section 9. After the expiry of the initial term, either party may terminate this agreement by giving not less than three months 'written notice' to the other, (such notice not to be given more than three months before the end of the initial term).

9.3 If the Equipment is at any time exchanged and the replacement supplied directly by Matrix Platinum Ltd. for another of Matrix Platinum Ltd.' product, this Agreement maybe cancelled by mutual agreement. Where the Equipment constitutes more than one product, the exchanged Equipment shall be severed from this Agreement and the definition of Equipment shall be deemed to be amended accordingly.

9.4 If the customer wants to terminate this agreement before the initial term has expired the customer shall be liable for the remaining standing charge at the then current price multiplied by the number of months remaining, plus the average monthly copy volume multiplied by the then copy charge rate, again until the end of the agreement (copy volume and copy charge as per specified overleaf).

9.5 Matrix Platinum Ltd. may by written notice terminate this Agreement without prejudice to its rights accrued at the date of such notice if;

9.6 The Customer is delinquent for more than 30 days in the payment of any sum due to Matrix Platinum Ltd.

9.7 The Customer breaches its obligations under this Agreement and, with respect to a breach capable of remedy, such breach has not been remedied within 10 days of notice of such breach having been served on the Customer

9.8 The Customer ceases or threatens to cease to carry on business or substantially the whole of its business or becomes unable to pay its debts

9.9 The Customer becomes insolvent or bankrupt, enters into liquidation, or a receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed in relation to it or over any of its assets or any action is taken or threatened by or against it analogous to the foregoing in any jurisdiction

## **10. Payment Adjustment**

10.2 Matrix Platinum Ltd. may vary the charges payable under this Agreement by no more than 10% or 15% annually, after the first 12 month period.

10.3 All colour usage will be monitored and Matrix Platinum Ltd. reserve the right to charge for excess usage or increase the cost per copy, giving a minimum of 30 days notice.

## **11. Limitations of Liability**

11.2 With the sole exception of the express warranty contained in section 2.2, Matrix Platinum Ltd. makes no representations and gives no warranties and all representations, conditions and warranties implied by statute, common law or otherwise are hereby excluded to the full extent permitted by law.

11.3 Matrix Platinum Ltd. shall not be liable to the Customer for any indirect, consequential or economic loss or damage (including, but not limited to, loss of profits, data, revenue, customers or goodwill) suffered by the Customer whether such loss is caused by or arises out of Matrix Platinum Ltd.' breach of its contractual obligations, warranty, or by any tortious act or omission, including negligence, or in any other way even if the possibility of such loss is known to Matrix Platinum Ltd. Without in any way limiting the foregoing provisions of this section 11.2, Matrix Platinum Ltd. shall not be liable to the Customer for any damage caused by any product or Service provided by the Supplier to any hardware, software or computer files of the Customer and Matrix Platinum Ltd. gives no warranty that any software or equipment supplied by it will be interoperable with any of the Customer's network of systems or equipment nor shall Task Office Systems be liable for the inoperability or failure of the Customer's systems caused by incompatible Equipment of the connection of the Equipment to the Customer's network or systems.

11.4 Matrix Platinum Ltd.' aggregate liability to the Customer arising out of the supply of the Services will in no event exceed the charges actually paid by the Customer to Matrix Platinum Ltd. under this Agreement in the twelve months preceding the date of the acts or omissions giving rise to the liability.

11.5 The parties agree that this Agreement has been the subject of discussion and negotiation and is fully understood by the parties, that each of them has had the opportunity to take legal advice and, in particular, that the mutual promises contained in this Agreement were given in consideration for the limitations contained in this clause 11.

11.6 Nothing in this Agreement shall exclude any liability by Matrix Platinum Ltd. which cannot, as a matter of law, be excluded.

## **12. Force Majeure**

12.2 Matrix Platinum Ltd. shall be under no liability whatsoever in respect of any delay in provision of the Services caused by any circumstances beyond Matrix Platinum Ltd.' control including without limitation, any Act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non delivery by Matrix Platinum Ltd.' suppliers, breakdowns or accidents to machinery, labour strikes or dispute, order or decree of any court or action of any governmental authority and on the occurrence of any of the foregoing events Matrix Platinum Ltd. reserves the right to postpone, cancel or suspend the whole or part of the provision of the any Services.

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## **13. Notices**

13.2 Any notice to be given under this Agreement shall be in writing and may be hand-delivered (including delivery by courier) or sent by fax transmission to the receiving party's principal place of business or such other address or number as may be notified by that party from time to time for this purpose.

13.3 Unless the contrary shall be proved, notice shall be deemed to have been given, if by hand delivery (including courier) during working hours on a working day, when left at the relevant address, and otherwise on the next working day after delivery, and if by fax during working hours on a working day, when transmitted, and otherwise on the next working day after transmission.

## **14. General**

14.2 If the Customer shall be two or more persons, each person shall be jointly and severally liable under this Agreement.

14.3 The Customer may not assign its rights and obligations, in whole or in part, under this Agreement. Matrix Platinum Ltd. may, without the Customer's consent, assign its rights and obligations, in whole or in part, to any affiliate of Matrix Platinum Ltd. or to any other person.

14.4 This Agreement supersedes all previous communications, transactions, and understandings, whether oral, or written, and constitute the sole and entire agreement between the parties pertaining to the subject matter of this Agreement. No variation of this Agreement shall be binding on either party unless made in writing and signed by a duly authorized representative of each party.

14.5 Any provision of this Agreement that is prohibited or unenforceable for any reason in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. For any provision so severed from this Agreement, there shall be deemed to be substituted a like provision to accomplish the intent of the parties as closely as possible to the provision so severed, as determined by any court of competent jurisdiction, to the extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales. A claim by Matrix Platinum Ltd. for payment of any monies due from the Customer may be brought either in the courts of any jurisdiction in which the Customer carries on business or in the courts of England and Wales.

14.6 You agree to let us take these payments by Direct Debit and there will be an additional fee payable of £7.50 per month if this is not agreed to or if it is cancelled by you at a later date. All orders/contracts between you and us, for all Matrix services, will be registered to a single client account, with one account reference and subject to single combined invoice.

## **3 Hardware Terms**

These Hardware Terms apply along with the Matrix IT Hosted Terms and Conditions (General Terms) to the extent we provide Hardware to you under the Contract.



## 1. Hardware

1.1 Unless otherwise agreed by us in writing, we shall deliver the Hardware to the Site(s) (being the location(s) specified in the Order Form) on or before the agreed delivery date. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

1.1.1 Any Hardware fees will be split between a deposit payable on signature of the Order Form, with the remaining balance payable in one payment, following delivery of the Hardware. The deposit amount will be either (i) the percentage specified in the Order Form, or (ii) shall be 50% if not specified.

1.2 If you fail to take delivery of the goods and Hardware on or before the agreed delivery date, then, except where that failure or delay is caused by our failure to comply with our obligations under the Contract:

*1.2.1 Delivery of the Hardware shall be deemed to have been completed at 9:00 AM on the agreed delivery date; and*

*1.2.2 We shall store the Hardware until delivery takes place and charge you for all reasonable related costs and expenses (including insurance).*

1.3 Title to all goods and Hardware shall remain with us until payment for the relevant goods and/or Hardware is received in full. Risk in Hardware will transfer to you on delivery.

1.4 Until title to the Hardware has passed to you, you shall:

*1.4.1 Store the Hardware separately from all other goods and Hardware held by you so that they remain readily identifiable as our property;*

*1.4.2 Not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;*

*1.4.3 Maintain the Hardware in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;*

*1.4.4 notify us immediately if you become subject to any of the events listed in Clause 11.2 of the General Terms; and*

*1.4.5 Give us such information relating to the Hardware as we may require from time to time.*

1.5 If before title to the Hardware passes to you, you become subject to any of the events listed in Clause 11.2 (General Terms), then, without limiting any other right or remedy we may have, we may at any time:

*1.5.1 Require you to deliver up all Hardware in your possession which have not been resold, or irrevocably incorporated into another product; and*



*1.5.2 If you fail to do so promptly, enter any premises of you or of any third party where the Hardware is stored in order to recover it.*

1.6 We shall (as far as we are legally allowed to do so) pass to you the benefit of any manufacturer's warranty provided with such Hardware.

1.7 We warrant that on delivery, and for a period of 6 months from the date of delivery (warranty period), the Hardware shall:

*1.7.1 Conform in all material respects with their description and any applicable specification in an Order Form or otherwise provided in writing; and*

*1.7.2 Be free from material defects in design, material and workmanship.*

1.8 Subject to paragraph 9 (Hardware Terms), if:

*1.8.1 You give notice in writing to us within the warranty period within a reasonable time of discovery that some or all of the Hardware does not comply with the warranty set out in paragraph 1.7; and*

*1.8.2 We are given a reasonable opportunity of examining such Hardware, we shall at our own option, repair or replace the defective Hardware, or refund the price of the defective Hardware in full.*

1.9 We shall not be liable for the Hardware's failure to comply with the warranty set out in paragraph 1.8 (Hardware Terms) if:

*1.9.1 You make any further use of such Hardware after giving notice in accordance with paragraph 1.8.1 (Hardware Terms);*

*1.9.2 The defect arises because you failed to follow oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Hardware or (if there are none) good trade practice regarding the same;*

*1.9.3 You alter or repair such Hardware without our written consent;*

*1.9.4 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or*

*1.9.5 The Hardware differs from its description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.*

1.10 Except as provided in these Hardware Terms), we shall have no liability to you in respect of the Hardware's failure to comply with the warranty set out paragraph 1.8 above.

1.11 Our liability to you in relation to or arising from the supply of Hardware shall at no time exceed the Hardware Fees paid for the Hardware to which the claim relates.

## 4 IT Terms and Conditions

Matrix Platinum Limited (t/a Matrix 247)

IT Products and Services – Standard Terms and Conditions.

We draw your attention to clause 7 Liability.

### General Terms

These General Terms apply to the supply of all Services and Hardware by Matrix247 (as defined below). These General terms are also available at [www.matrix247.com/terms](http://www.matrix247.com/terms)

#### 1. Definitions & Interpretation

1.1 In the Contract unless the context otherwise requires:

1.1.1 words denoting the singular include the plural and vice versa;

1.1.2 any reference to “persons” includes individuals, bodies corporate, companies, partnerships, unincorporated associations, firms, trusts and all other legal entities; and

1.1.3 Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or by-law made under that enactment;

1.1.4 The Client and Matrix247 shall together be the ‘parties’;

1.1.5 the following words or expressions shall have the following meanings:

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“Additional Support” means any support services provided in addition to Support or Contracted Hours, which will be chargeable in accordance with Support Terms;

“Contract” any contract between the parties for the provision of Services and/or Hardware comprising: (i) the executed Order Form; (ii) these General Terms; (iii) the Appendices to these General Terms; (iv) Project Scope (as applicable); (v) any document incorporated by reference;

“Client Dependencies” any specific obligations and responsibilities on you as set out in the Contract including (without limitation) the Order Form or Project Scope;

“Client Materials” all materials, equipment drawings, specifications and data supplied by you to us;

“Contracted Hours” the number of chargeable hours per month that we agree to

provide on-premise Support to you as specified in the Order Form (if applicable); “Control” shall be as defined in section 1124 of the Corporation Tax Act 2010, and the

expression ‘change of Control’ shall be construed accordingly;

“CRM” is Matrix 247’s customer relationship manager platform and software;

“DPA” is the Matrix247 Data Processing Addendum which shall apply to any processing of personal data by Matrix247 on behalf of the Client. This is attached at Appendix E or otherwise made available via link in the Order Form;

“Data Protection Legislation” all applicable data protection laws in the UK including the UK GDPR and Data Protection Act 2018, the Privacy in Electronic Communications Regulations and any other applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of

Personal Data as amended, replaced or updated from time to time and the terms

“Controller”, “Processor”, “Personal Data” and “Processing” shall have the meanings given in the Data Protection Act 2018.

“Demobilisation Costs” (i) any finance or break Fees which are incurred by us in respect of third parties directly as a result of your termination of the Contract other than as permitted in these General Terms, and (ii) any reasonable costs which we incur directly as a result of your termination of the Contract other than as permitted in these General Terms; and which are payable by us to third parties in respect of the termination

of any agreements entered into with such third parties for the sole purpose of providing the Services and/or Hardware to you;

“Fees” means together the Professional Fees, Product Fees, Hardware Fees and/or On-Premise Fees as applicable;

“Extension Period” has the meaning given in Support Terms and Product Terms;

“General Terms” means these standard terms and conditions and any appendices unless specified otherwise, which are available at [www.matrix247.com/terms](http://www.matrix247.com/terms).

“Group” in relation to a company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

“Group Company” in relation to company, and any member of its Group;

“Hardware” the hardware specified on the Order Form to be supplied under a Project (if any), the supply of which is also subject to the Hardware Terms or otherwise made available via link in the Order Form;

“Hardware Fees” means the fee payable for Hardware as specified in an Order Form;

“Hardware Terms” those terms which specifically apply to the provision of Hardware attached in Appendix C or otherwise made available at [www.matrix247.com/terms](http://www.matrix247.com/terms)

;“Initial Period” the period specified on the Order Form for Support and Products, commencing from the Service Start Date;

“IT Infrastructure” the hardware, software, networks, communications, data, facilities and related equipment used by your business (but not the System);

“IPRs” all intellectual property rights including patents, copyright, moral rights, trade marks, business names and domain names, rights in get-up, goodwill, rights in designs, rights in computer software and database rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“MAUD Events” movement, additions, upgrades and disasters beyond those included in Support;

“On-Premise Fee” the Fees to be paid by you in respect of Contracted Hours Support (if any) as specified in the Order Form;

“Order Form” means the Order Form detailing the Services, Hardware, Fees and other applicable information and which incorporates these General Terms and shall form a Contract in accordance with clause 2, and for the purpose of these General Terms references to Order Form shall also be deemed to refer to a Proposal, unless specified otherwise;

“Products” the Matrix 247 cloud hosting and software as a service products purchased by the Customer from Matrix247, as specified on the Order Form (if any) and the supply of which is also subject to the Product Terms;

“Product Fees” the Fees to be paid by you in respect of the Products and any Software as applicable;

“Product & Software Terms” those terms which specifically apply to the provision of

Products & Software as provided in Appendix B or otherwise made available at [www.matrix247.com/terms](http://www.matrix247.com/terms);

“Professional Fees” the Fees to be paid by you in respect of Project and professional services as specified in the Order Form and as may be amended in accordance with clause 3 (Project Scope and Changes to Order Form);

“Project” the project work and resources to be provided by Matrix247, including any professional services and implementation of Products and Hardware as applicable, as further documented in the Order Form and Project Scope as applicable, and subject to the Project Terms;

“Project Scope” the detailed specification associated with a specific Project reference that defines the scope, content, and minimum and maximum limits of associated work covered by the Project and applicable Order Form, including any Products, Hardware and Contracted Hours, as agreed in accordance with clause 3 (Project Scope and Changes to Order Form);

“Project Start Date” the date a Project will commence as specified in the Order Form or in communications with Matrix247 Projects Department after confirmation of a Project Scope;

“Project Terms” those terms which specifically apply to the provision of Projects as provided in Appendix B or otherwise made available at [www.matrix247.com/terms](http://www.matrix247.com/terms) ;

“Proposal” a more extensive scope and order for Services and Hardware made available for your approval, and which will form the Order Form and basis of Contract in accordance with clause 2 (Basis of Contract).

“Service Start Date” the date of commencement of Product and Support Services, as confirmed in the first invoice issued to the Client (also referred to as Go Live);

“Services” the provision of: (i) Support; (ii) Project services; and/or (iii) Products, as specified in the Order Form;

“Service Level Agreement/SLA” the service level agreement setting out the applicable Service Levels and response times of remote Support, as made available by Matrix247;

“Service Credits” those credits which may be due to the Client in event of failed Service Levels, as provided for in Support Terms and the SLA;

“Service Levels” those service levels and performance indicators which apply to our delivery of Support, as applied under Support Terms and the SLA.

“Software” any third-party software and/or software as a service, to be supplied under an Order Form and which may relate to a specific Project and be incorporated in a Product, as specified in the Order Form;

“Supplier IPRs” all IPRs subsisting in the Software, Hardware, Products, documents, products and materials which is owned by Matrix247 or its third-party licensors, but excluding any Client Materials incorporated or stored in them;

“Support” the support and maintenance services to be performed by us in relation to Products, consisting of remote and on-premise support Contracted Hours (if any), as more detailed in the SLA;

“Support Terms” those terms which specifically apply to the provision of Support as provided in Appendix A or otherwise made available at [www.matrix247.com/terms](http://www.matrix247.com/terms) ;

“System” the system which will be Supported, comprising the number of assets set out on the Order Form; “TMO Audit” an audit to be carried out on your IT Infrastructure as part of

implementation and onboarding under a Project, or as periodically agreed;

“you”, “your” or “Client” the person named as the Client on the Order Form;

“we”, “us”, “our” or “Matrix247” being Matrix Platinum Limited (t/a Matrix 247) company number 03875632 with its registered address at Matrix House, Kingsway, Haslingden, Rossendale, Lancashire, BB4 4QJ;

“Users” means your employees or other personnel who are licensed to use the Products and Software as applicable, and for whom Support may be provided, all under the Order Form;

“Working Days” any day other than a Saturday, Sunday or bank or public holiday in England and Wales.

“Working Hour” any hour between 8.30am and 5:00pm (UK Time) on a Working Day)

“Written Notice” to be provided in writing to Matrix247 using email [customerservice@matrix247.com](mailto:customerservice@matrix247.com); to the Client using the email detailed in the Order Form.

1.2 In the case of conflict or ambiguity between any provision contained in: (i)

Appendices A-E; (ii) General Terms; (iii) a Project Scope; (iv) an Order Form; or (v) SLA or any other document referred to in the Contract, the order of precedence shall be (i) the highest and (v) the lowest.

## 2. Basis of Contract

2.1 Any price in a Proposal or Order Form provided by us, shall be deemed a quote and not an offer which is open for acceptance. An Order Form/Proposal will only be binding once first signed by you and then countersigned by us, including electronically or via our

CRM. At which time a Contract shall come into effect that shall continue in force until such time as the Contract is terminated in accordance with Clause 11 (Termination).

2.2 These General Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 The Contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter of the Contract. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract.

2.4 Each Contract shall form a separate Contract for the provision of Services between the parties. 2.5 You agree that some Services and/or Hardware may be provided by other Group

Companies, and your data (including Personal Data but subject to our DPA) will be shared with and processed by those Group Companies. Matrix247 shall, for the purpose

of the Contract, be solely responsible to the Client under the DPA for any Personal Data processed by or in the possession of such Group Companies.

## 3. Term

3.1 The Services term will start on the Service Start Date. The contract will then continue for the following initial term depending on which service option is selected (the Initial Term): Platinum Package Option is a five year term with premium network pricing, Gold Package Option is a three year term with standard network pricing, Silver

Package Option is a two year term with standard network pricing . At the end of the Initial Term, the contract will automatically renew for subsequent periods of twelve (12) months (each an Extension Period) on a rolling twelve (12) month basis unless you provide a minimum of ninety (90) days' written notice to terminate before the end of the Initial Term or then current Extension Period. Such termination is not to take place earlier than the expiry of the Initial Term or Extension Period.

#### 4. Project Scope and changes to Order Form

4.1 In the event the Contract includes a Project covering the implementation and onboarding of Hardware, Software and/or Products, then we shall carry out a TMO Audit as the first stage of any Project. The purpose of the TMO Audit is to review and ascertain the proposed Service solution as agreed in the Order Form as well as requirements of the System. You acknowledge and agree that the outcome of a TMO Audit may be a recommendation to change, reduce or increase the scope of the proposed Services and/or Hardware in the Order Form.

4.2 In the event we propose a change in the Services, Service Start Date and/or Fees following the TMO Audit, then you shall have the opportunity to agree to the change in scope or to continue with the Services and/or Hardware purchase as detailed in the Order Form.

4.3 If a change in scope is agreed then we shall issue a new Order Form for signature covering the varied or additional Services, Hardware and Fee changes, which will vary the Contract once signed.

4.4 After the TMO Audit, and any agreed change in scope, we shall issue the Project Scope detailing in full the Project and related professional services. Once agreed and signed this Project Scope will form part of the Contract.

#### 5. Matrix 247 Obligations

5.1 In consideration of the full payment of all Fees payable under the Contract, we shall provide the Services, and/or Hardware to you in accordance with the terms of the Contract, as well as any specification provided in the Project Scope, Order Form or other Service documentation made available.

5.2 We warrant to you that the Services will be carried out with all reasonable care and skill by personnel whose qualifications or experience will be appropriate for the tasks to



which they are allocated.

5.3 Where provided under the Contract, the specific Support Terms, Project Terms, Hardware terms, Product and Software Terms, SLA and DPA shall apply to the Contract.

5.4 We reserve the right to control, direct and establish technical procedures for the provision of the Services and the Client shall follow the reasonable instructions and procedures of Matrix 247. Where necessary, we may make reasonable operational changes to the Services without prior notice to you, providing there is no material impact on the performance or functionality of the same.

5.5 We shall use reasonable care and skill when providing Services but do not guarantee that the Services will be continually available. There may be occasions when Services are disrupted through an error or act of yours or another third party or circumstances outside the reasonable control of Matrix 247.

5.6 We shall maintain reasonable safeguards against the destruction, loss or unauthorised alteration of the Customer's Material, and shall maintain reasonable security procedures to restrict the destruction, corruption or unauthorised access to the Customer's Material, including back up material.

5.7 Except as expressly and specifically provided in the Contract, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract.

5.8 We shall permit access to our systems and premises to any regulatory body or authority of the Client, on reasonable notice and solely for the purpose of auditing the suitability of the Services we provide in accordance with the commitments given in these General Terms.

## 6. Payment & Invoicing

6.1 Unless otherwise expressly stated on the Order Form, you must pay:

6.1.1 the On-Premise Fees in accordance with the Support Terms –  
[www.matrix247.com/support-terms](http://www.matrix247.com/support-terms)

6.1.2 The Professional Fees in accordance with the Project Terms –

[www.matrix247.com/project-terms](http://www.matrix247.com/project-terms) 6.1.3 the Hardware Fees in accordance with the Hardware Terms –

[www.matrix247.com/hardware-terms](http://www.matrix247.com/hardware-terms)

6.1.4 the Product Fees in accordance with the Product and Software Terms –

[www.matrix247.com/product-software-terms](http://www.matrix247.com/product-software-terms)

6.2 Payments will be taken by Direct Debit unless otherwise specified in an Order Form and you must at all times maintain an active Direct Debit for the term of Support and/or Products. If you do not maintain an active Direct Debit, then we may charge you an additional administration fee of £7.50 per calendar month.

6.3 The Fees and any administration fees payable under the Contract are exclusive of VAT, which shall be payable by you.

6.4 Without prejudice to any other right or remedy that we may have, if you fail to pay us any sum due under the Contract on the due date:

6.4.1 We may charge interest on any overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 4.1 shall accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

6.4.2 we may suspend all or part of the Services, and/or delivery of Hardware, until payment has been made in full.

6.5 All Fees will automatically increase on commencement of the first Extension Period each anniversary thereafter, and such increase will be in an amount equivalent to 15% plus the average percentage increase in the Retail Price Index over the preceding 12 months (as determined by the Office for National Statistics).

6.6. Subject to clause 6.5, we may also increase Product Fees and/or On-Premise Fees during the Initial Period or any Extension Period:

6.6.1 subject to clause 7, at any time by giving you not less than 90 days' prior written notice;

6.6.2 to reflect any increase made by a third-party vendor in the underlying cost of the licences for the Software, cloud hosting and/or network provider costs

6.6.3 not more than once per calendar year, to increase any Product or On-Premise Fees due under the Contract by an amount not exceeding the annual percentage

increase specified in the Retail Price Index over the preceding 12 months, as determined by the Office for National Statistics (“RPI”). In such event we will provide you with 30 days’ written notice prior to any intended increase. If we do not exercise this right during any year of the Contract, we may roll the un-activated increase over to subsequent years which will apply in addition to any RPI increase applicable for the subsequent year(s).6.7 Where notice of an increase in Product Fees or On-Premise Fee is given under

Clause 6.1 , you may give 30 days’ notice of your intention to terminate the Products and/or Contracted Hours support at the end of the 90-day notice period referred to in Clause 6.6 above.

6.8 Matrix 247 reserves the right to recover all expenses and third-party costs which have been incurred in delivery of the Services.

6.9 We reserve the right to review our invoices and fees charged on a regular basis in order to identify any errors and ensure that any backdated charges we receive from third

party suppliers related to your Products, are also invoiced to your accordingly. All such backdated charges and errors shall remain payable by you in accordance with these General Terms. If we identify an overpayment by you, we will issue a credit against your next monthly invoice.

## 7. Liability

7.1 Nothing in the Contract excludes either party’s liability for:

7.1.1 death or personal injury caused by their negligence;

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 any other liability which cannot be limited or excluded by applicable law.

7.2 We shall not be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any: (i) loss of profits; (ii) loss of business; (iii) loss of anticipated savings; (iv) depletion of goodwill or reputation; (v) loss or corruption of data, software or information; (vi) pure economic loss; or (vii) special, indirect or consequential loss, costs, damages, Fees or expenses however arising under the Contract.

7.3 Subject to clauses 1 and 7.2:

7.3.1 in respect of our total aggregate liability under the Data Processing Addendum it shall be limited to the lesser of (i) 50% of the total Fees paid and payable (whether invoiced or not) to Matrix247 under the affected Contract during the 6 months immediately preceding the date on which the claim arose, or (ii) £100,000 (one hundred thousand pounds);

7.3.2 our total liability in contract, tort (including negligence and breach of statutory duty) or otherwise in connection with a Contract, will be limited to an amount equal to the lesser of: (i) £25,000; and (ii) 50% of the total Fees paid and payable (whether invoiced or not) to Matrix247 under the Contract during the 6 months immediately preceding the date on which the claim arose. 7.4 You agree to: (i) fully release us from any claim or liability; and (ii) at all times

indemnify us in full against all losses, damages, costs and expenses of any nature, arising from your (including any employees, agents or third parties acting on your behalf) use of the System, whether such use is as a result of access authorised by us or otherwise.

7.5 The parties acknowledge and agree that the limitations contained in this Clause 7 are reasonable in the light of all the circumstances.

7.6 Please Note. If you are leaving an existing supplier and switching over to Matrix for the Services/Products, then it is your responsibility to ensure that all existing services and contracts are cancelled. Whilst Matrix will provide reasonable assistance in supporting any switch over, we do not have oversight of your contracts and supplier arrangements, and therefore we exclude liability for any claims, costs or losses you may

incur in respect of ceasing services with an existing supplier.

## 8. Your obligations

8.1 You shall at all times:

8.1.1 operate the System and follow all of our reasonable operational procedures and instructions.

8.1.2 comply with the Client Dependencies;

8.1.3 provide us with access to the Site(s) (as specified in the Order Form) and your IT Infrastructure as we may reasonably require to provide the Services;

8.1.4 be responsible for backup management, backup testing, media rotation and alerting us of problems such as failed backups (including if any data backup systems are supplied by us, unless we have specifically contracted to perform back-up management as part of Services and only then to the extent described in the Contract); and

8.1.5 ensure an appropriate independent data backup system is maintained.

8.2 If you fail to fulfil to comply with the obligations in this clause 7 and/or any Client Dependency in a proper and timely manner and such failure causes a delay in the performance of the Services or results in additional and/or wasted costs (including third

party costs, travelling expenses and wasted time), we shall be relieved from performance of the Services for the duration of such delay, and you agree to reimburse us for any third party costs we incur due to the delay and related to your Services and/or Hardware.

8.3 You shall not access, store, distribute or transmit any material during the course of your use of the Products and Services that is offensive, facilitates illegal activity or violence, causes damage or injury, or is otherwise illegal.8.4 You shall not:

8.4.1 introduce, store, transfer, distribute viruses, or permit or suffer the same, into network and information systems or in your use of the Services;

8.4.2 access or attempt to gain access to the Products or related systems or networks other than in the manner anticipated under the Contract; or

8.5 interfere with or disrupt performance of the Products, or our network and information systems or any data stored therein.

8.5 You shall not, except as may be allowed by any applicable law which is incapable of exclusion and to the extent expressly permitted under the Contract:

8.5.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and related documentation in any form or media or by any means; or

8.5.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product or Software.

8.6 You shall ensure that only the Authorised Users may access the Products and

Support Services, and that the Users at all times comply with the requirements contained in the Contract and keep any log in details secure and confidential, and comply with any Acceptable Use Policy or equivalent made available by Matrix247 from time to time. We reserve the right to suspend access to the Services for any User(s) in breach of these General Terms.

8.7 If you purchase a new Product off Matrix with the intention of replacing or upgrading an existing Product with Matrix, then we shall contact you following the implementation of the new Product to confirm whether you would like the designated replaced Product to cease. However, please note, that Matrix will not cancel the replaced Product without your written confirmation and you may continue to be charged for it until you provide such confirmation. This is to ensure there are no gaps in your Products and infrastructure, and it is your responsibility to ensure that confirmation is provided. You can refer to a recent invoice for information of all current Products, to assist with any review, or otherwise please contact us.

## 9. Intellectual Property and Licenses

9.1 As between the parties, all right, title and interest, including all IPRs in the Services, Hardware and/or Software and any components thereof are and shall remain the sole and exclusive property of Matrix 247 or our licensors, as applicable.

9.2 Unless otherwise agreed in writing between the parties, we shall be entitled to use your (or any of your affiliates') name and logo in our lists of customers (including on our website and in any marketing materials).9.3 You shall retain ownership of all rights title and interest in the Client Materials.

9.4 Subject to payment of the Fees, We grant you a non-exclusive, revocable, non-transferable, non-sublicensable royalty-free licence to access and use the Products and Software as specified in the Order Form (including by Users), as well as any related documentation made available by us to you, but only for your ordinary business purposes and during the term of the Contract;

9.5 You grant, and warrant that you have full licence and authority to do so, us a non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Contract for the purpose of providing the Services to you in accordance with the Contract.

9.6 We have obtained and shall ensure we retain all necessary consents, licenses, permissions and/or certifications required for the provision of the Services and granting of licences to the Products and Software.

9.7 All Software and third-party software within the Products shall be licenced to you subject to such third party's licence terms and conditions, which we make available to you [www.matrix247/terms](http://www.matrix247/terms).

## 10. Confidential Information

10.1 Each party undertakes to treat as confidential and keep secret all information supplied by the other party pursuant to the Contract, including the terms of the Contract, which is designated as confidential by the other party or which is by its nature would reasonably be deemed to be confidential, provided that this Clause shall not extend to any information which was rightly in possession of the other party prior to the commencement of the negotiations leading to the Contract, or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) (collectively referred to as the "Information").

10.2 Neither party shall without the prior written consent of the other divulge any part of the Information to any person except:

10.2.1 their own employees and then only to those employees who need to know the same;

10.2.2 their own auditors, an officer of Her Majesty's Revenue and Customs and any other persons or bodies having a right, duty or obligation to know the business of either party, and then only in pursuance of such right, duty or obligation.

10.3 Both parties will ensure that persons and bodies mentioned in Clause 2 are made aware, before the disclosure of any part of the Information, that the same is confidential

and that they owe duty of confidence to the other party. Each party shall indemnify the other against loss or damage which the other may sustain or incur as a result of the party in default failing to comply with this Clause 10 .

## 11. Termination

11.1 We may terminate the Agreement or part thereof on 60 days' written notice to you

at our discretion. You may terminate the Agreement on 90 days' written notice, provided

that such notice does not take effect until the end of the Initial Term or current Extension Period as set out in clause 3. The Agreement may not be terminated in part, nor only some of the Products cancelled, without our prior written agreement.

11.2 Either party may terminate the Contract immediately by written notice to the other:

11.2.1 If the other party commits a material breach of any term of the Contract, other than non-payment of an invoice which shall be dealt with in accordance with clause 13, and the breach is not capable of being remedied or where the breach is capable of remedy, the other party having failed to remedy, within 30 days of a request in writing to do so ;

11.2.2 the other party shall have a receiver or administrator appointed over any or all of its assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or if it enters into any voluntary arrangement with its creditors

or if it ceases or threatens to cease to carry on business; and/or

11.2.3 in the event all Services or Hardware delivery under that Contract have completed, expired or terminated as provided for in the Support Terms, Project Terms, Hardware Terms or Product & Software Terms as applicable.

11.3 In the event one of our suppliers or third-party Software vendors ceases to make the Software or Hardware available as agreed to be provided to you under a Contract, we reserve the right to propose a suitable replacement which materially performs to the same specification. If you choose to not accept the proposed replacement then either party may terminate the Contract, or affected part thereof, at no liability save for payment of Fees for Services or Hardware received.

## 12. Consequences of Termination

12.1 On termination or expiry of the Contract, you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Products, Hardware, Services or Software supplied but for which no invoice has been submitted, we may



submit an invoice, which shall be payable immediately on receipt.

12.2 Should you at any time attempt to terminate the Contract, or any portion or Service thereof, except in accordance with its terms or we terminate the Contract as a result of your breach, then (without prejudice to our other rights and remedies) no refunds of any

Fees paid in advance shall be made by us and you must also pay us (i) the whole of any On-Premise Fees and /or Product Fees applicable for the remaining term of the Contract, which would have been due and payable save for such early termination; (ii) Professional Fees for any Project under that Contract which would have been payable save for such early termination; and (iii) any Demobilisation Costs . However, if such termination is as result of a Change in Control of you which affects the demand for our Services due to duplication of resources, we will work in good faith to reallocate and reduce Services where possible, subject to any remaining of the preceding costs still being payable by you.

12.3 Until we have received the termination Fees due under clause 2 above a notice of cancellation shall be of no effect and we may treat the Contract as subsisting, including any obligation to pay any Fees which would be due and payable under the Contract.

12.4 Subject to payment of Fees in accordance with the Contract, we will provide reasonable information and post termination support to assist your engagement an alternative or replacement supplier for similar products and services, but subject always to our right to protect confidential information and IPRs.

12.5 On termination or expiry of the Contract, you shall promptly return all Client Materials in your possession, which specifically includes all equipment provided by us in support of the Services. If you fail to return such Client Materials, we reserve the right to enter your premises to collect such Client Materials and, in respect of any equipment not returned in good condition, charge you a fee equivalent to the replacement cost of any such equipment (or comparable equipment) at the then current market rates. Such replacement costs shall be paid by you within 14 days of presentation of an invoice.

12.6 Termination or expiry of the Contract will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or

expiry. Any provision of the Contract that is intended to continue in force on or after termination or expiry will remain in full force and effect.

### 13. Suspension and Delay

13.1 Without prejudice to any other right or remedy that we may have, if you fail to pay us any undisputed amount on the due date, we shall be entitled to suspend the provision of any Services under, or any part thereof, until payment has been received in full (whether or not the late payment relates to those Services).

13.2 Suspension Process. On the invoice due date, we will send you a payment reminder if any part of the invoice remains outstanding. If, after a further 7 days we still have not received payment, we will send you a written notice that we will be suspending the services (Notice of Suspension) in 7 days. We will send a second Notice of Suspension 72 hours before we suspend the services. If we have not received a payment by the end of the notice period, services will be suspended. If after another 7 days, still no payment has been received, we will send you a written notice that we will be terminating the services (Notice of Termination) in 7 days if we still don't receive a payment, and at the end of that notice period all services will be terminated and clause 12 will apply. You acknowledge and agree that our obligation to provide notices in accordance with this process is on a reasonable endeavours basis only and we shall still be entitled to suspend or terminate for non payment by the required dates, even if the suspension process is not followed exactly.

13.3 You may not postpone a Project within 21 days of that Project Start Date without our prior written consent (being a "Short Postponement"). If we do consent to any such Short Postponement, we reserve the right to recover from you our reasonable costs incurred in managing the postponement, including the recovery of third-party supplier charges and Software licence fees.

13.4 If any Project is postponed beyond the Project Start Date for more than 60 days (whether a Short Postponement or not), then we may at that time invoice you for the all remaining Professional Fees for the delayed Project in recognition of the upfront costs and resources incurred by Matrix 247 in preparation for the Project, and may also charge

you Product Fees for Products supplied under that Project which will be invoiced

monthly in advance from that date in accordance with clause 5 (Payment and Invoicing). We will still be obligated to perform the Project after such payment has been received.

13.5 Please note that once an Order is signed, any delay in you accepting delivery or commencement of Hardware, Software and/or Support and Maintenance, will not affect

your obligation to pay for such Products from that date of Order or date of Service Commencement, as applicable.

#### 14. Data Protection

14.1 The provisions of our DPA (available here) shall apply to both parties in relation to the processing of Personal Data under the Contract (unless a separate data processing agreement is agreed and signed between us).

#### 15. Security and Control

15.1 You shall during the continuance of the Contract:

15.1.1 be responsible for obtaining and maintaining your own compatible System including any public lines required by you to access the Services, and we shall have no responsibility for or liability with respect to the System;

15.1.2 maintain adequate security measures to safeguard your IT Infrastructure and the System from access or use by any unauthorised person; 15.1.3 maintain appropriate and up-to-date virus and malware protection to protect

your IT Infrastructure and the System; and

15.1.4 retain the physical elements of the System under your effective control at all times.

15.2 We shall during the term of the Contract take appropriate physical, technical and organisational measures (aligned with good industry practice) to maintain the confidentiality, availability, security and integrity of the Products, Services and Customer Materials and dispense at our sole discretion credentials to third parties with permissions deemed applicable by us for the provision of appropriate Services.

#### 16. Force Majeure

16.1 Notwithstanding anything else contained in the Contract neither party shall be liable for any delay in performing its obligations under the Contract if such delay is

caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party ) provided however that any delay by a sub-contractor or supplier of the parties so delaying shall not relieve the party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned.

16.2 Either party may, if such delay continues for more than six weeks, terminate the Contract forthwith giving notice in writing to the other by reason of such termination.

## 17 Miscellaneous

17.1 No Agency. The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or any other relationship between the parties other as expressly provided in the Contract.

17.2 Non-Solicitation. During the Contract and for a period of 12 months after termination, howsoever occurring, you will not employ or seek to employ any member of our staff who has provided Services to you in the 12-month period immediately prior to termination of the Contract save where such employment is in response to an advertised vacancy.

17.3 Amendments. The Contract may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by: (i) executing a new Order Form or Project Scope, or (ii) otherwise in writing by an authorised officer or representative of each party.

17.4 Assignment and Subcontracting. The Contract may only be assigned by either party with the prior written approval of the other party, such consent not to be unreasonably withheld. However, you agree that we may assign or subcontract any or all of our rights and obligations under the Contract to a member of our Group, and you further acknowledge and agree that we may engage third-party sub-contractors (including Group Companies) in connection with the provision of the Services to you.

17.5 Notices. All notices under the Contract shall be in writing (including email) and shall be deemed to have been duly given when delivered. If delivered by courier or registered mail during normal business hours of the recipient and addressed to the

most recent address notified to the other party; if by email on the next working day and using the email address as provided in the Order Form or such other address as may be notified from time to time.

17.6 Severance. If any provision of the Contract is judged by a Court to be unlawful, void or unenforceable the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the provisions of the Contract and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

17.7 Waiver. No delay, neglect or forbearance on the part of either party in enforcing against the other party in any term or condition of the Contract shall either be, or deemed to be, a waiver or will in any way prejudice any right of that party under the Contract. No right, power or remedy in the Contract conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party. Any waiver shall be recorded in writing.

17.8 Third Party Rights. The Contract is made for the benefit of the parties and their successors and permitted assignees and is not intended to benefit or be enforceable by anyone else.

17.9 Governing Law & Jurisdiction. The Contract and any dispute which arise in connection with it, shall be governed by and construed in accordance with the law of England and Wales the parties shall submit to the exclusive jurisdiction of the courts of England and Wales

## **6 Matrix Moble Small Business Terms and Conditions**

### **1. DEFINITIONS**

In these Terms and Conditions, the following expressions shall have the following meanings:

- (1.1) “MATRIX PLATINUM LIMITED” MATRIX PLATINUM LIMITED Communications Ltd with company registration number 3875632 and registered office: MATRIX PLATINUM LIMITED House, Kingsway, Haslingden, Rossendale, BB4 4QJ.
- (1.2) “Agreement” This agreement, all sides completed, and all other associated schedules in writing.
- (1.3) “Airtime” Means wireless airtime and network capacity procured from the Network Operator.
- (1.4) “Bar” The act of barring the Subscriber from making or receiving calls on the Subscriber Apparatus.
- (1.5) “Charges” Call charge, access charge, connection charge, minimum airtime charge, value-added service charge means the charges as described and at the rates (appropriate to the chosen tariff) as set out in the Schedule of Tariffs to be published by MATRIX PLATINUM CHARGES from time to time.
- (1.6) “Connection” “Connected” The connection of equipment or SIM card to the selected tariffs and Systems.
- (1.7) “Equipment” Means the items supplied by us under this Agreement and includes any Software (but not End-User Licensed Software) and documentation supplied under this agreement.
- (1.8) “IMEI” The International Mobile Equipment Identify number incorporated into the Subscriber Apparatus.
- (1.9) “Migration” Means the transfer or a mobile number to any alternative service provider on the same network.
- (1.10) “Mobile Device” Means the mobile equipment incorporating a SIM card.
- (1.11) “Network” Is the mobile device system over which our services are provided. This is a digital network, which works in many countries and may allow you to use your Mobile Device in those countries.
- (1.12) “Network Operator” Means the network operator who operates the wireless network of networks to which the SIM Cards are connected.
- (1.13) “Party/Parties” Means MATRIX PLATINUM LIMITED and the Subscriber either separately or together.
- (1.14) “Payment Date” The date determined by MATRIX PLATINUM LIMITED on which MATRIX PLATINUM LIMITED invoices fall due for payment.
- (1.15) “Portability” Means the transfer of a mobile number or Service to any alternative service provider and service operator.
- (1.16) “Service(s)” The provision of airtime, together with those services identified in this Agreement, by means of the Systems offered by MATRIX PLATINUM LIMITED.

(1.17) "Service Operators" Means the networks.

(1.18) "SIM Card" A module which contains Subscriber Information and which, when used with GSM/UMTS equipment, enables access to the GSM UMTS Services.

(1.19) "Subscriber" The account holder responsible firstly for meeting the Charges.

(1.10) "Subscriber Apparatus" Means the approved equipment and SIM Card connected to the system.

(1.21) "System(s)" The public telecommunications system that MATRIX PLATINUM LIMITED makes available to the Subscriber.

(1.22) "Tariff" Means the MATRIX PLATINUM LIMITED tariff that sets out the rates, which we will charge you for your calls and other services you have chosen. Please contact us if you have not received a copy of our tariff with the order form.

(1.23) "Term" The length of time you commit to taking the service for each mobile device or mobile device upgrade ordered. The initial term is specified on the order form.

(1.24) "You" The Subscriber, being the customer identified in the Order Form.

(1.25) "Upgrade" Any supply of a new handset or mobile device.

(1.26) "Services Start Date" The start date for the Services as confirmed by Matrix in the first invoice (also referred to as the Go Live Date).

(1.27) "Order Form" means the Order Form detailing the Services, Equipment, Fees and other applicable information for the provision of the services and which incorporated these terms and conditions.

## 2. ACCEPTANCE OF APPLICATION

2.1 In connection with this account application MATRIX PLATINUM LIMITED will carry out credit and fraud prevention checks with a licensed credit reference and fraud prevention agency & this agency will retain a copy of the search. Information from the application and payment details of the account will be recorded and may be shared with other organisations to help make credit and insurance decisions about you and members of your company and for debt collection and fraud prevention purposes.

2.2 MATRIX PLATINUM LIMITED will only accept the application overleaf when the Subscriber passes a credit check to MATRIX PLATINUM LIMITED's satisfaction. This Agreement, together with the terms contained overleaf, constitutes the entire contract between the Subscriber and MATRIX PLATINUM LIMITED, and the terms of this Agreement shall apply to the exclusion of all others whether implied or proposed by the Subscriber orally or in writing unless expressly accepted in writing by MATRIX PLATINUM LIMITED.

2.3 MATRIX PLATINUM LIMITED offers mobile services to businesses and, upon accepting this application, assumes that all businesses have ten or more employees and subsidies and benefits are issued on the basis of this.

### 3. TERM

3.1 This Agreement will commence from the date the Order Form is signed by the last signature or you otherwise instruct MATRIX PLATINUM LIMITED to commence the Services, at which time a contract is formed between you and MATRIX PLATINUM LIMITED, and once signed you may not terminate without cause.

3.2 The Services will start on the Services Start Date and will continue for the following initial term depending on which service option is selected (the Initial Term): Platinum Package Option is a five year term with premium network pricing, Gold Package Option is a three year term with standard network pricing, Silver Package Option is a one year term with standard network pricing. At the end of the Initial Term, the contract will automatically renew for subsequent periods of twelve (12) months (each an Extension Period) on a rolling twelve (12) month basis unless you provide a minimum of ninety (90) days' written notice to terminate before the end of the Initial Term or then current Extension Period. Such termination is not to take place earlier than the expiry of the Initial Term or Extension Period.

3.3 Subject to clause 10 below, this Agreement shall then continue until terminated by either party giving not less than ninety (90) days prior written notice, such notice not to be served prior to the expiry of the said initial minimum contract term.

3.4 This Agreement is a Master Agreement, and the provisions of Clause 1 and 3.2 are applicable to all mobile numbers and/or handsets Connected to MATRIX PLATINUM LIMITED and will also apply to subsequent Connections or Upgrades from the individual Connection or Upgrade date.

3.5 All Tariff changes will be subject to availability and a minimum spend.

3.6 You agree that each mobile device ordered by you is subject to its own agreement

### 4. CREDIT ACCOUNT

4.1 An account will be opened and a credit limit inclusive of VAT will be notified to the Subscriber and this credit limit should not be exceeded. Any increase in the credit limit must be requested in writing and will be subject to approval by MATRIX PLATINUM LIMITED, which may entail further credit checks. MATRIX PLATINUM LIMITED cannot accept responsibility for Subscriber overspends due to any reason including but not limited to billing cycles or delays in the availability of call data. Subscribers who anticipate exceeding their credit limit should contact MATRIX PLATINUM LIMITED to avoid the Services being suspended.



4.2 Credit limits are subject to periodic review at MATRIX PLATINUM LIMITED's discretion. MATRIX PLATINUM LIMITED may require that a deposit be placed with MATRIX PLATINUM LIMITED in cases where the Subscriber incurs monthly charges in excess of the credit limit and the Subscriber authorises MATRIX PLATINUM LIMITED to debit their credit card, where details provided, at MATRIX PLATINUM LIMITED's discretion for this excess amount overdue, or any amount over the credit limit set.

## 5. CONNECTION TO THE SYSTEM AND PROVISION OF THE SERVICE

5.1 MATRIX PLATINUM LIMITED will send you an annual notification of which phone numbers are allocated to you and under which contract/service agreement, if you have more than one contract with us .

5.2 Subject to these Terms and Conditions, MATRIX PLATINUM LIMITED will connect and maintain the connection of the Subscriber Apparatus to the System and, subject to the geographical coverage of the System from time to time and other limiting factors not under MATRIX PLATINUM LIMITED's control, MATRIX PLATINUM LIMITED will endeavour to make the Services available to the Subscriber throughout the term of this Agreement.

5.3 MATRIX PLATINUM LIMITED shall be entitled, at its absolute discretion to transfer the Subscriber to another Service Operator, provided this incurs no additional costs to the Subscriber. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to their being made.

5.4 The Subscriber recognises and acknowledges that the Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions, and other causes of interference may fail or require maintenance without notice.

5.5 The Subscriber should be aware that they will be charged for calls received whilst abroad (including voicemail) and that calls made and received whilst overseas may be charged in 30 or 60 second increments at rates set by the overseas network(s) together with any additional handling & network charges Premium rate calls can be charged at rates over £1.57pence per minute. Any such calls/text/data are not included in any bundle of inclusive calls/text/data which may form part of the tariff and billing delays of up to six months may occur for these charges and may be subject to an on advance deposit as requested from time to time.

5.6 MATRIX PLATINUM LIMITED shall bear no liability to the Subscriber whatsoever in connection with any Service provided by an overseas network, third party or Premium Rate provider.

## 6. PAYMENT

6.1 The Subscriber will pay any agreed initial charges, the monthly access charge any other fixed monthly charges, on or before the Payment Date. All orders/contracts

between you and us, for all Matrix services, will be registered to a single client account, with one account reference and subject to single combined invoice. Fees for any hardware purchased will be split between a deposit payable on signature of the Order Form, with the remaining balance payable in one payment, following delivery of the Hardware. The deposit amount will be either (i) the percentage specified in the Order Form, or (ii) shall be 50% if not specified.

6.2 The service includes a charge for fraud monitoring and line care .

6.3 The Subscriber will pay all call charges (used in excess of any call charges that may be comprised in the minimum airtime charge but without rebate for any unused element of call charges in such Charge) including charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and also any handling charges set out in the schedule of tariffs, monthly in arrears, on or before the Payment Date. UK calls are billed per second and rounded up to the nearest penny. The networks may apply a minimum call charge, details of which can be found in the tariff terms and conditions on their websites.

6.4 The Subscriber will pay the cost of any subsequent reconnection made necessary by suspension of the Services carried out by MATRIX PLATINUM LIMITED due to non-payment (subject to Clause 10 below), prior to reconnection.

6.5 The Subscriber will pay all sums to MATRIX PLATINUM LIMITED by Direct Debit or by such other method as MATRIX PLATINUM LIMITED shall allow on or prior to the Payment Date. The acceptance of payment by any method other than Direct Debit by MATRIX PLATINUM LIMITED may incur a monthly administration fee of £7.50 + VAT.

6.6 All payments other than by Direct Debit must be received within fourteen (14) days of MATRIX PLATINUM LIMITED's invoice date.

6.7 The Subscriber will be required to pay a fee of £7.50 + VAT per month for cancelled, dishonoured or failed Direct Debits or cheques.

6.8 Any sums due to MATRIX PLATINUM LIMITED from the Subscriber which are unpaid for more than fourteen (14) days after the Payment Date shall bear interest at the rate of four per cent (4%) above the base rate of NatWest Bank PLC calculated from the date payment was due to the date of actual payment becoming cleared funds.

6.9 Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges referred to under this Clause 6.

6.10 The Subscriber will promptly advise MATRIX PLATINUM LIMITED in writing of any change of address or bank details.

6.11 The Subscriber authorises MATRIX PLATINUM LIMITED to charge the Debit/Credit Card, where details provided, with an amount equal to the outstanding balance on the

Subscriber's credit account, where the Subscriber has failed to pay MATRIX PLATINUM LIMITED by the Payment Date.

6.12 The Subscriber authorises MATRIX PLATINUM LIMITED to levy a Service Charge of three percent (3%) where MATRIX PLATINUM LIMITED is debiting the Subscriber's Credit Card Account with any outstanding balance.

6.13 The Subscriber is solely responsible for the Subscriber Apparatus and/or SIM Card and shall remain liable for all call charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported to the Service Operator and MATRIX PLATINUM LIMITED, and will remain liable for the monthly access charge until the Agreement has ended.

6.14 Unless otherwise agreed by MATRIX PLATINUM LIMITED in writing, any discount specified in the Order Form shall only apply during the Initial Term, and shall not apply to subsequent Extension Periods. Therefore Fees will automatically increase on commencement of the first Extension Period and each anniversary thereafter, and such increase will be in an amount equivalent to 15% plus the average percentage increase in the Retail Price Index over the preceding 12 months (as determined by the Office for National Statistics).

6.15 In addition to any other rights provided in this Agreement, we have the right to periodically and as reasonably necessary, increase the Charges so as to reflect any increase in underlying third party costs related to the Services including without limitation underlying network, internet and mobile operator costs; as well as increases arising due to changes in law, National Insurance Contributions, National Minimum Wage and/or Real Living Wage.

6.16 We reserve the right to review our invoices and fees charged on a regular basis in order to identify any errors and ensure that any backdated charges we receive from third party suppliers related to your Services, are also invoiced to you accordingly. All such backdated charges and errors shall remain payable by you in accordance with this Agreement. If we identify an overpayment by you, we will issue a credit against your next monthly invoice.

## 7. PUBLIC EMERGENCY CALLS

No charge will be made for Emergency calls similar to British Telecom's 999 service made on the Subscriber Apparatus.

## 8. OBLIGATIONS OF THE SUBSCRIBER

8.1 The Subscriber acknowledges that the System is operated under License and by agreement with the Service Operators and that the provisions of the said Licenses and agreements apply to the use of the Service. The Subscriber hereby undertakes:

8.1.1 Not to use or permit the use of the System for any unlawful, immoral or improper purpose including the use of unlawful GSM SIM gateways or any purpose not recommended by the equipment manufacturer or the Service Operators or MATRIX PLATINUM LIMITED;

8.1.2 To comply with any reasonable instructions issued by MATRIX PLATINUM LIMITED relating to the System, the equipment or the Service and to use only the Subscriber Apparatus approved by the Service Operators and the British Approvals Board of Telecommunications;

8.1.3 Not to reverse, or permit anyone else to reverse, the charges on any telephone call;

8.1.4 Not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Service to be impaired.

8.1.5 Not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity and shall notify MATRIX PLATINUM LIMITED immediately upon becoming aware of any such activity.

8.2 Should MATRIX PLATINUM LIMITED incur additional claims, damages, losses (including loss of profit, other economic loss or legal fees) due to Subscriber breach of this Agreement the Subscriber could be liable for these.

8.3 The Subscriber will promptly advise the Service Operator and MATRIX PLATINUM LIMITED, by phone and in writing in the event of loss or theft of the Subscriber Apparatus and/or the SIM Card.

8.4 The tariff chosen at the acceptance of this Agreement will remain the minimum tariff selected for the initial contract term and the terms and conditions of the selected tariff apply.

8.5 The rates/tariffs/equipment subsidies that MATRIX PLATINUM LIMITED makes available to the Subscriber are subject to the length of contract chosen and its terms and are based upon the predicted or anticipated revenue over the contract term including notice period. The Subscriber is therefore expected to honour the contract, revenue and its terms. In the event that the Subscriber fails to do so, MATRIX PLATINUM LIMITED reserves the right to invoice the predicted or anticipated revenue, at full retail price without discount, over the full contract term including notice period and to recover any benefits received and losses incurred, and should the contract not proceed to full term a cancellation charge will be incurred.

8.6 The Subscriber acknowledges that MATRIX PLATINUM LIMITED will accept, and act on behalf of, any instruction received from the Subscriber, and accept and act on behalf of any additional orders, regardless of authority and/or position, unless

otherwise pre-advised to MATRIX PLATINUM LIMITED in writing with the Subscribers bespoke ordering procedures.

8.7 You have no right to cancel the Services or terminate this Agreement for a delay that is a direct result of your failure to comply with your obligations under this Agreement. For all Services, no delay is permitted once an Order is signed and even if you do not accept performance or delivery of the Services or equipment, all payments of associated charges shall still apply as if the delay had not occurred and Matrix shall invoice accordingly

8.8 If you purchase a new Service off Matrix with the intention of replacing or upgrading an existing Service with Matrix, then we shall contact you following the implementation of the new Service to confirm whether you would like the designated replaced Service to cease. However, please note, that Matrix will not cancel the replaced Service without your written confirmation and you may continue to be charged for it until you provide such confirmation. This is to ensure there are no gaps in your Services and infrastructure, and it is your responsibility to ensure that confirmation is provided. You can refer to a recent invoice for information of all current Services, to assist with any review, or otherwise please contact us.

## 9. LIMITATIONS OF LIABILITY

9.1 Nothing in this Agreement shall limit or restrict or be deemed or construed so as to limit or restrict the liability of MATRIX PLATINUM LIMITED or the Subscriber for death or personal injury to any person caused by its negligence.

9.2 Subject always to the provisions of Clause 1 above, the total liability hereunder of MATRIX PLATINUM LIMITED in contract, tort or otherwise (including negligence) shall, in respect of all claims under this Agreement, not exceed the total amounts paid to MATRIX PLATINUM LIMITED by the Subscriber under this Agreement for the 12 months immediately prior to the period in which the claim or claims are made, or £5,000 whichever is the lower amount.

9.3 Subject to the provisions of clause 1 (above), MATRIX PLATINUM LIMITED shall not be liable hereunder, in contract, tort or otherwise (including negligence) for any indirect or consequential losses whatsoever or otherwise howsoever arising including without limitation, loss of profits, revenues, business, contracts, anticipated savings or any other indirect or consequential losses whatsoever and in this Clause 9.3, “anticipated savings” means any saving that the Subscriber anticipated making as a consequence (whether directly or indirectly) of entering into this Agreement.

9.4 Where the Subscriber deals as a consumer, nothing in this Agreement shall affect the Subscriber’s statutory rights.

9.5 MATRIX PLATINUM LIMITED are not liable to you in respect of any products or services you order from other companies using your Mobile Devices.

9.6 Where your Mobile Device allows access to the Internet, we shall not be liable to you for the content of any website or other material that you access via the Service.

**9.7 Please Note.** If you are leaving an existing supplier and switching over to Matrix for the Services, then it is your responsibility to ensure that all existing services and contracts are cancelled. Whilst Matrix will provide reasonable assistance in supporting any switch over, we do not have oversight of your contracts and supplier arrangements, and therefore we exclude liability for any claims, costs or losses you may incur in respect of ceasing services with an existing supplier.

## 10. TERMINATION AND SUSPENSION OF THE SERVICE

10.1 We may terminate this Agreement or part thereof by giving 60 days' written notice to you provided. You may terminate the Agreement on 90 days' written notice, provided that such notice does not take effect until the end of the Initial Term or current Renewal Term as set out in clause 3. The Agreement may not be terminated in part, nor only some of the Services cancelled, without our prior written agreement.

10.2 MATRIX PLATINUM LIMITED shall have the right to, without prejudice to any other claims or remedies which it may have against the Subscriber, forthwith terminate the Service and this Agreement without liability upon the occurrence of any of the following events:

10.2.1 If the Subscriber commits a breach of this Agreement (and where that breach is capable of remedy, does not correct this breach within 30 days of MATRIX PLATINUM LIMITED requesting the Subscriber in writing to correct such breach)

10.2.2 If any information given to MATRIX PLATINUM LIMITED by the Subscriber is false or misleading;

10.2.3 If the Subscriber makes or offers to make any composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is made against the Subscriber, or (in the case of a Subscriber being a Limited Company) the Subscriber is unable to pay its debts as they fall due within the meaning of the Insolvency Act 1986; or

10.2.4 If a petition or resolution to wind up the Subscriber is passed or presented (otherwise than for reconstruction or amalgamation); or

10.2.5 If any administrative receiver or receiver/manager is appointed over any of the Subscriber's assets, property or undertaking, or if any such power of appointment arises.

### 10.3 Suspension of the Services

10.3.1 MATRIX PLATINUM LIMITED may, from time to time, by giving reasonable notice to you or if this is not practicable such notice as is reasonably practicable in the

circumstances, suspend or disconnect the Service in any of the following circumstances (including but not limited to) :

10.3.1.1 for operational reasons, or

10.3.1.2 if required to do so because of a regulatory or legal change, or

10.3.1.3 if obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service, or

10.3.1.4 If the Subscriber fails to comply with any of the terms contained herein; or

10.3.1.5 If the Subscriber does, or allows to be done, anything which in the Service Operator's or MATRIX PLATINUM LIMITED's reasonable opinion may have the effect of jeopardising the operation of the Service; or

10.3.1.6 If the Subscriber uses the SIM Card or Mobile Device (or allow it to be used) for any illegal, fraudulent, or immoral purpose or to make offensive or nuisance calls. We may report any incidents to the police or any other relevant official organization.

10.3.1.7 If the Subscriber permits the use of the Service or uses the Service for illegal purposes including the use of illegal GSM SIM Gateways (or the Service Operator or MATRIX PLATINUM LIMITED believes the same), MATRIX PLATINUM LIMITED, without any liability whatsoever, reserves the right at its absolute discretion to immediately suspend the Service. In such a case the Subscriber will be charged during the month in which such suspension of Service takes place at the MATRIX PLATINUM LIMITED RRP Business Tariff rate, no bundled minutes being applied during that month. For the remainder of the contract term the Subscriber will be liable for the tariff initially agreed at full retail price without discount, subject to Clause 5 above; or

10.3.1.8 If, in MATRIX PLATINUM LIMITED's or the Service Operator's absolute discretion, the call charges incurred in any given period show unreasonable or excessive usage of services or unusual calling patterns such as a disproportionate percentage of incoming calls or zero usage per number of 10 minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or cause network congestion; or

10.3.1.9 If the Subscriber exceeds the credit limits set;

10.3.1.10 if an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the due date, provided that MATRIX PLATINUM LIMITED has followed the process set out in clause 10.3.2.

**10.3.2 Suspension & Termination Process for overdue invoices.** Invoices are due 14 days from the date on the invoice. On the invoice due date (day 14), we will send you a payment reminder if any part of the invoice remains outstanding. If, after a further 7 days (day 21) we still have not received payment, we will send you a written notice that

we will be suspending the services (Notice of Suspension) in 7 days (day 28), which will, if applicable, refer to all impacted contracts your account which will be suspended. We will send a second Notice of Suspension 48 hours before we suspend the services (day 26). If we have not received a payment by the end of the notice period (day 28), services will be suspended. If after another 7 days (day 35), still no payment has been received, we will send you a written notice that we will be terminating the services (Notice of Termination) in 7 days if we still don't receive a payment, and at the end of that notice period all services will be terminated (day 42). You acknowledge and agree that our obligation to provide notices in accordance with this process is on a reasonable endeavours basis only and we shall still be entitled to suspend or terminate for non payment by the required dates, even if the suspension process is not followed exactly.

10.4 Termination, porting, or migration of mobile numbers is subject to a charge of £45.00 + VAT per number.

10.5 If the Subscriber is unable to use all of the Services for a continuous period of more than three days due to any technical failure (including power cuts, improvement, modification or maintenance of the Service or the Systems) and if the Service Operator offers this to MATRIX PLATINUM LIMITED, on application the Subscriber may receive a credit for their line rental which will represent that part of the line rental for the period of suspension.

**10.6 No cancellation rights.** Once signed, Order Forms cannot be cancelled by you. MATRIX PLATINUM LIMITED has no responsibility for and you have no right to cancel the Services or terminate this Agreement in the event of a delay or failure in the Services caused by a third party, or that arises out of or in connection with your failure to comply with any of your obligations under this Agreement.

10.7 All Client data held by us will be deleted within 7 days of the date of termination of this Service Agreement

10.8 On termination or expiry of this Agreement, you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services or Equipment supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.

10.9 Should you at any time attempt to cancel or terminate this Agreement, or any portion or Service thereof, except in accordance with its terms or we terminate this Agreement as a result of your breach, then (without prejudice to our other rights and remedies) no refunds of any charges paid in advance shall be made by us and you must also pay us (i) the any Charges applicable for the remaining term of this Agreement, which would have been due and payable save for such early termination; and (ii) any demobilisation costs; and (ii) and Early Termination Fee. However, if such termination is as result of a Change in Control of you which affects the demand for our Services due to duplication of resources, we will work in good faith to reallocate and reduce Services



where possible, subject to any remaining of the preceding costs still being payable by you.

10.10 The Early Termination Fee shall be calculated as follows:

10.10.1 Where phone call services are provided, amount equal to the greater either (i) the estimated or minimum call charge set out in the Order Form which would apply for the remainder of the Term; or (ii) the average monthly call charges for the previous three calendar months multiplied by the number of months outstanding of Term, or where there is no such 3 month period, such amount as we reasonably determine based on usage data.

## 11. FORCE MAJEURE

MATRIX PLATINUM LIMITED shall not be liable for any breach of this Agreement, nor any damage resulting there from whether direct, indirect, consequential, financial or otherwise, if and to the extent that such breach arises as a result of any Act of God, acts or omissions by any Government, other Administrative Body or Service Operators, sabotage, riot, explosion, acts of terrorism, controls, restrictions, prohibitions or other Acts of any Local or National Government (including any requirement connected to the Licensing Arrangements) or industrial disputes of any kind or any act beyond the direct control of MATRIX PLATINUM LIMITED.

## 12. ASSIGNMENT

This Agreement shall not be assignable by the Subscriber without written consent of MATRIX PLATINUM LIMITED, which will not be unreasonably withheld. MATRIX PLATINUM LIMITED may at any time assign this Agreement to any third party it considers suitable.

## 13. VARIATION

MATRIX PLATINUM LIMITED shall be entitled, from time to time and at its absolute discretion, to:

13.1 Make such variations to the Tariff as it deems appropriate, to reflect the changes set out in clause 6.15 (underlying costs).

13.2 Make such modifications to the Service and make, or agree to, such changes to the System as it may reasonably consider necessary. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to their being made;

13.3 Make such alterations to this Agreement and its terms and conditions as the Service Operators may reasonably require MATRIX PLATINUM LIMITED to make or as are necessary as a result of changes to MATRIX PLATINUM LIMITED's license from the Service Operators or otherwise as a consequence of any regulatory or legal requirement.

## 14. DATA PROTECTION

14.1 The information the Subscriber provides will be used by MATRIX PLATINUM LIMITED to supply the Services and will not be otherwise disclosed without the Subscriber's prior written permission, except as set out in Clause 5 below, or if required by law. The provisions of our Data Processing Agreement (DPA-available here ) shall apply to both parties in relation to the processing of Personal Data under the Contract (unless a separate data processing agreement is agreed and signed between us).

14.2 MATRIX PLATINUM LIMITED does not share Subscriber information with other organisations for marketing purposes, however MATRIX PLATINUM LIMITED may invite the Subscriber to take part in market research and inform the Subscriber of MATRIX PLATINUM LIMITED goods and services which may be of interest unless the Subscriber informs MATRIX PLATINUM LIMITED that they do not wish to receive this information. The Subscriber may unsubscribe from receiving marketing communications from MATRIX PLATINUM LIMITED by emailing [hello@matrix247.com](mailto:hello@matrix247.com).

14.3 The Subscriber agrees that MATRIX PLATINUM LIMITED may disclose any information in connection with the Subscriber's accounts to anyone who correctly quotes their password or who has satisfied MATRIX PLATINUM LIMITED that they are the Subscriber or the Subscriber's authorised contact. It is the Subscriber's responsibility to ensure they keep their password and account details secure.

## 15. CONFIDENTIALITY

Neither Party will disclose to any third party without the prior written consent of the other Party any confidential information which is received from the other Party as a result of this Agreement. Both Parties agree that any confidential information received from the other Party will only be used for the purposes of providing or receiving the Services. For the purposes of this Clause 15, confidential information includes business plans, concepts, methodologies and structures, product specifications, technical information, new product information, methods of product delivery, and any other technical and commercial information, inventions or ideas (whether patentable or not) of either Party which is not in the public domain.

## 16. LIABILITY

16.1 MATRIX PLATINUM LIMITED shall not be liable for any delay or failure in performing its obligations or failure to meet any dates under the Agreement caused by any circumstances beyond its reasonable control (such circumstances including, without limitation, any regulatory or legal change).

16.2 All warranties, conditions, obligations, or implied terms which are implied into the Agreement by statute, custom, or law are hereby excluded to the maximum extent permissible in law.

16.3 MATRIX PLATINUM LIMITED does not exclude or limit its liability for death or personal injury caused by its negligence, and/or

16.3.1 breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.), and / or

16.3.2 breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods), and / or

16.3.3 fraudulent misrepresentation.

16.4 MATRIX PLATINUM LIMITED shall not be liable to you for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data and / or perceived damage to reputation, special, indirect or consequential loss, costs, damages, Fees or expenses however arising under this

16.5 MATRIX PLATINUM LIMITED has no liability for any failure to meet any dates or for any failure to meet any service levels or to repair a fault within any given timeframe.

16.6 The overall Service may consist of elements not provided by MATRIX PLATINUM LIMITED (such as but not limited to access circuits, routers, installation) which affects the Service Demarcation Point. You agree that MATRIX PLATINUM LIMITED shall not be responsible or liable for any element of the overall Service not provided by it, nor for any affect those elements may have on the Service.

16.7 In the event any telephone call recordings are deleted, lost or otherwise are no longer available to you, then MATRIX PLATINUM LIMITED shall use our reasonable endeavours to restore such call recordings, if requested to do so by you. However, this shall be your sole and exclusive remedy in respect of such unavailable call recordings and you acknowledge and agree that MATRIX PLATINUM LIMITED is dependent on our third party mobile and phone operators to manage call recordings on our behalf and as such MATRIX PLATINUM LIMITED make no guarantee as to the availability or recovery of call recordings.

16.8 Subject to the above clauses 16.1-16.7:

16.8.1 in respect of MATRIX PLATINUM LIMITED's total aggregate liability for any data protection breaches, it shall be limited to the lesser of (i) 50% of the total Fees paid and payable (whether invoiced or not) to us under this Agreement during the 6 months immediately preceding the date on which the claim arose, or (ii) £100,000 (one hundred thousand pounds);

16.8.2 MATRIX PLATINUM LIMITED's total liability in contract, tort (including negligence and breach of statutory duty) or otherwise in connection with this Agreement will be limited to an amount equal to the lesser of: (i) £25,000; and (ii) 100% of the total Fees paid and payable (whether invoiced or not) to MATRIX PLATINUM LIMITED under this Agreement during the 6 months immediately preceding the date on which the claim arose.

16.9 The parties acknowledge and agree that the limitations contained in this Clause 16 are reasonable in the light of all the circumstances.

## 17. MISCELLANEOUS

17.1 The Subscriber agrees to the disclosure to any radio or telecommunications operating company of its name, address & details of the Service and Subscriber Apparatus provided to it pursuant to this Agreement.

17.2 Any notice hereunder sent by either party to the other party shall be deemed served within forty-eight (48) hours.

17.3 Should MATRIX PLATINUM LIMITED elect to disconnect and/or reconnect the Subscriber Apparatus from or to the System pursuant to Clause 10 above, then MATRIX PLATINUM LIMITED having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £27.50 + VAT for such disconnection or reconnection.

17.4 Should MATRIX PLATINUM LIMITED elect to bar and/or unbar the equipment from the System pursuant to Clause 10 above, MATRIX PLATINUM LIMITED may, in its absolute discretion, charge an unbarring fee of up to £27.50 + VAT for such barring or unbarring.

17.5 Additional services may be added to this Agreement subject to the Subscriber's written confirmation and acceptance by MATRIX PLATINUM LIMITED.

17.6 Following any non completion of the contract, MATRIX PLATINUM LIMITED reserves the right to request the safe return of such Subscriber Apparatus and Equipment undamaged and in good repair (except for reasonable wear and tear) from the Subscriber to MATRIX PLATINUM LIMITED at the Subscriber's expense.

17.7 Failure to comply with clause 16.6 shall incur a full replacement charge plus VAT as quoted in MATRIX PLATINUM LIMITED's published SIM free price list for any mobile device, data-card or modem, of up to £300 + VAT, unless the equipment falls under the pricing stipulated in clause 16.7.1 in which case the charge is higher, plus £30.00 + VAT for any SIM card (as per Clause 16.17 below).

17.7.1 In the case of Blackberry, PDA or SMART phones, the full replacement charge of up to £850 + VAT will be incurred.

17.7.2 Equipment must be returned to MATRIX PLATINUM LIMITED, in line with clause 16.6, within 14 days of any disconnection, Porting or Migration.

17.8 Risk of damage to or loss of the Subscriber Apparatus shall pass to the Subscriber upon receipt of the Apparatus by the Subscriber.

17.9 The Subscriber shall be liable for the repair of equipment connected under this Agreement which becomes faulty or damaged and is outside the manufacturer's

warranty. All Subscriber obligations under this Agreement shall remain in force during any period where equipment is undergoing repair.

17.10 MATRIX PLATINUM LIMITED is not the manufacturer of any Mobile Devices supplied to you under this Agreement. MATRIX PLATINUM LIMITED warrants that each item of equipment will conform in all material respects to the manufacturer's specification for a period of 12 months (apart from Software in which case for 90 days) from the date on which each item of equipment is dispatched (the "Warranty Period") unless special conditions associated with certain equipment apply.

17.11 The warranty set out in this clause shall not apply where the Mobile Equipment has been altered in any way or been subjected to misuse, including without limitation being dropped in water or any other liquid, or to unauthorised repair.

17.12 All risks of loss or damage to Mobile Devices shall pass to you on delivery.

17.13 No delay, neglect or forbearance on the part of MATRIX PLATINUM LIMITED in enforcing any provision of this Agreement shall be deemed to be a waiver or create a precedent or in any way prejudice MATRIX PLATINUM LIMITED's rights under this Agreement.

17.14 The Subscriber shall not obtain any Intellectual Property Rights in relation to the System, the Service or the Subscriber Apparatus as a result of this Agreement or the use of the System, Service or Subscriber Apparatus.

17.15 Where there is a conflict between this Agreement and any other terms and/or conditions mentioned in or printed on any correspondence exchanged between the parties, this Agreement shall prevail unless expressly agreed otherwise and in writing

17.16 If any non-fundamental provision of this Agreement shall be held to be void, illegal, unenforceable or conflict with any Statute, that clause or provision shall be severed from this Agreement; the validity and enforceability of the remaining clause(s) and provision(s) shall not be affected thereby.

17.17 References in this Agreement to persons shall include, but not be limited to, bodies Corporate, Unincorporated Associations and Partnerships. References to the singular shall include the plural and vice versa.

17.18 This Agreement shall be governed by and construed in accordance with English Law.

17.19 Use of the Services and Equipment or any content accessed through them in a country other than the UK may be subject to different laws and regulations. The subscriber is responsible for ensuring compliance with such laws or regulations and MATRIX PLATINUM LIMITED is not liable for any failure of this.

17.20 Clause headings are for ease of reference only and do not govern or affect the construction or interpretation of this Agreement.

17.21 All SIM Cards supplied to the Subscriber, for use on the Service Operators Systems, shall at all times remain the property of the Service Operator, and shall be returned to MATRIX PLATINUM LIMITED upon termination of the Agreement. Failure to return any SIM card shall incur a charge of £30.00 + VAT for each card.

17.22 Portability and Migration requests of mobile numbers made during the minimum contract term does not relieve the Subscriber from contractual obligations to pay any early termination charges due under this Agreement, and in relation to the remainder of the contract term, following termination.

17.23 The Subscriber is responsible for any services and their associated costs that may be accessed via the Service Operator or MATRIX PLATINUM LIMITED and the terms and conditions that relate to those services.

17.24 Any alerts requested will be completed on a best endeavour's basis.

17.25 You must not use you SIM Card or Mobile Device with any equipment, which has not been approved for use on the Network. If you are not sure, you should ask the person selling the equipment or you can call the following helpline number: 03453620247.

17.26 You agree to follow all reasonable instructions we provide you with regarding your use of the Service (for example, fair usage policy), the SIM Card and the Network and provide us with any information we reasonably ask for.

17.27 You agree not to use SMS or the SMS Land to Mobile Text Messaging Service for the purpose of marketing or advertising anything to users without the consent of those users.

17.28 The prices of Mobile Devices supplied under this Agreement are calculated using a subsidy we are paid by the Network. This subsidy applies only when you are connected to the Network. Therefore, if you end this agreement under clause 10 prior to the expiry of the Initial Term for any Mobile Devices supplied, you must either return those Mobiles to us in good working order and condition or if you wish to keep them you must pay us the difference between what you had paid us for the Mobile Devices and their full retail price.

17.29 We control the SIM Card and Mobile Device number although they belong to the Network operator. We reserve the right to charge you an administration fee of up to £50 for porting or migrating to other service providers and disconnection from the Network.

17.30 Equipment may be subject to additional terms which the subscriber accepts by retaining and using such equipment. If the subscriber does not consent to such additional terms it must (at it's cost) return such equipment within 6 working days of the order being delivered.

17.31 Where Subscriber Apparatus is supplied by MATRIX PLATINUM LIMITED, it is the responsibility of the subscriber to maintain, in good working condition. Upon cancellation / upgrade of the agreement, it is the subscribers responsibility to return the hardware to MATRIX PLATINUM LIMITED in good working order for secure destruction.

17.32 All connections on to the EE network include additional terms and conditions which apply to this agreement, as per the following link [ee.co.uk/business/terms](http://ee.co.uk/business/terms)

## 18. SCOPE OF THE AGREEMENT

18.1 MATRIX PLATINUM LIMITED agrees to provide you with the Service and/or Mobile Devices and you agree to use the service and the Mobile devices in the terms of this agreement.

18.2 MATRIX PLATINUM LIMITED will try to deliver the Mobile Devices within agreed timescales, under no circumstances shall we be liable to you for any loss of any kind whatsoever caused by any delay in delivery of the Mobile Devices.

18.3 Any Mobile Device delivered damaged must be notified to MATRIX PLATINUM LIMITED within 3 working days and returned to us within 6 working days of the order being delivered. We may, entirely at our discretion, repair or replace such damaged Mobile Devices, substitute substantially similar goods or reimburse the price paid for the damaged Mobile Devices.

18.4 This agreement and any other document referred to herein sets out the entire agreement between us relating to any Mobile Device or Service supplied to you by MATRIX PLATINUM LIMITED. You acknowledge that you have not relied on any representation, undertaking, or statement not set out in this Agreement.

18.5 The subscriber acknowledges that support services that may be provided by MATRIX PLATINUM LIMITED are only provided for the specified Equipment and that MATRIX PLATINUM LIMITED does not provide support for any other equipment.

## 19. SCOPE OF THE AGREEMENT

### **PAC Request**

If your PAC/STAC request is for 1 single number with no other numbers on the account, then the timescales for the PAC/STAC code and any buy out fees are 2 working hours.

If your request is for 1-24 numbers on an account with more than one connection, the timescales to receive the codes and any fees are 2 working days.

The numbers to text are

PAC – Text CODE to 65075

STAC – Text CODE to 75075

INFO – Text CODE to 85075

## Definitions

PAC – Port Authorisation Code. This is the code supplied for numbers being transferred away from their current service provider

STAC – Service Termination Authorisation Code. A new code which customers can use if they want to move to another mobile provider but not take their mobile number with them.

INFO – This is a request for contractual information, contract dates and termination costs.

## Small Business Customers

This notice applies to businesses and not for profit organisations for which no more than 10 individuals work (whether as employees, volunteers (except in relation to not-for-profit entities) or otherwise who receive telecommunication services regulated by Ofcom (“Eligible Customers”)

UK telecoms laws and regulations (such as the General Conditions of Entitlement (General Conditions) and Communications Act 2003) offer certain protections, some of which can be waived by Eligible Customers. The purpose of this notice is to inform you, as an Eligible Customer, of the rights which we are asking you to waive, so that you can make an informed decision before entering into your contract with us.

## Waived Rights

### Contract Summary and Information

Before Eligible Customers are bound to a contract for electronic communications services they have a right to receive:

1. Contract information setting out details of their rights, remedies and key contract terms. This information must be provided in a form such as email that allows the Eligible Customer to store it for future reference; and
2. A contract summary in the form prescribed by regulation (as found here <https://www.legislation.gov.uk/eur/2019/2243/annex>), which both form part of the agreement between the Eligible Customer and provider.

Whilst you will be waiving your rights in relation to the above, you can still find all of the relevant information on your order form, in our terms and conditions and on our website or ask your account manager.

## Term and Termination

Contracts should not have a minimum commitment period of longer than 24 months and should not be automatically extended where a customer purchases additional services under that contract unless they have provided express consent.



Before entering your contract with us please ensure you are happy with the length of your minimum commitment period and the conditions under which the term of your contract can be extended. If you have any questions relating to the duration and termination conditions for your contract please contact your account manager.

### Usage Notifications

Providers must notify Eligible Customers when a service which is billed on the basis of time or volume has been fully consumed. This notification must include information on any usage charges that the Eligible Customer will incur if they continue to use the relevant service.

Once you have fully consumed your allowance, you can speak to your account manager who can provide details of any charges that will apply to continued use of the relevant service.

### Bundles

Some of the rights which Eligible Customers have under the General Conditions, which usually apply only to communications services such as internet access and mobile, are extended to services such as software, equipment and content services (“Bundled Services”). This includes, for example:

- Including information on Bundled Services in contract summary and contract information documents;
- Allowing termination for all Bundled Services when a right of exit arises due to an amendment to the contract;
- Enabling termination of contracts for Bundled Services on 30 days’ notice after the minimum term has ended;
- Providing information in relation to the migration of Bundled Services to other providers; and
- Limiting compensation payable in relation to Bundled Services where a contract is terminated before the end of the minimum term.

Whilst we are committed to protecting your rights in relation to the communications services we provide, waiving rights in relation to Bundled Services enables us to reflect the terms in our supplier contracts and offer you increased flexibility in how you purchase services from us.

If you do not wish to waive any of the above rights please speak to your account manager who will be able to discuss the impact this will have on your contract with us.

You can find full details of the General Conditions and the protections it contains for Small Business Customers here:

## 7 Matrix Mobile Terms and Conditions

### 1. DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:

(1.1) “MATRIX PLATINUM LIMITED” MATRIX PLATINUM LIMITED Communications Ltd with company registration number 3875632 and registered office: MATRIX PLATINUM LIMITED House, Kingsway, Haslingden, Rossendale, BB4 4QJ.

(1.2) “Agreement” This agreement, all sides completed, and all other associated schedules in writing.

(1.3) “Airtime” Means wireless airtime and network capacity procured from the Network Operator.

(1.4) “Bar” The act of barring the Subscriber from making or receiving calls on the Subscriber Apparatus.

(1.5) “Charges” Call charge, access charge, connection charge, minimum airtime charge, value-added service charge means the charges as described and at the rates (appropriate to the chosen tariff) as set out in the Schedule of Tariffs to be published by MATRIX PLATINUM CHARGES from time to time.

(1.6) “Connection” “Connected” The connection of equipment or SIM card to the selected tariffs and Systems.

(1.7) “Equipment” Means the items supplied by us under this Agreement and includes any Software (but not End-User Licensed Software) and documentation supplied under this agreement.

(1.8) “IMEI” The International Mobile Equipment Identify number incorporated into the Subscriber Apparatus.

(1.9) “Migration” Means the transfer or a mobile number to any alternative service provider on the same network.

(1.10) “Mobile Device” Means the mobile equipment incorporating a SIM card.

(1.11) “Network” Is the mobile device system over which our services are provided. This is a digital network, which works in many countries and may allow you to use your Mobile Device in those countries.

(1.12) “Network Operator” Means the network operator who operates the wireless network of networks to which the SIM Cards are connected.

(1.13) “Party/Parties” Means MATRIX PLATINUM LIMITED and the Subscriber either separately or together.

(1.14) “Payment Date” The date determined by MATRIX PLATINUM LIMITED on which MATRIX PLATINUM LIMITED invoices fall due for payment.

(1.15) “Portability” Means the transfer of a mobile number or Service to any alternative service provider and service operator.

(1.16) “Service(s)” The provision of airtime, together with those services identified in this Agreement, by means of the Systems offered by MATRIX PLATINUM LIMITED.

(1.17) “Service Operators” Means the networks.

(1.18) “SIM Card” A module which contains Subscriber Information and which, when used with GSM/UMTS equipment, enables access to the GSM UMTS Services.

(1.19) “Subscriber” The account holder responsible firstly for meeting the Charges.

(1.20) “Subscriber Apparatus” Means the approved equipment and SIM Card connected to the system.

(1.21) “System(s)” The public telecommunications system that MATRIX PLATINUM LIMITED makes available to the Subscriber.

(1.22) “Tariff” Means the MATRIX PLATINUM LIMITED tariff that sets out the rates, which we will charge you for your calls and other services you have chosen. Please contact us if you have not received a copy of our tariff with the order form.

(1.23) “Term” The length of time you commit to taking the service for each mobile device or mobile device upgrade ordered. The initial term is specified on the order form.

(1.24) “You” The Subscriber, being the customer identified in the Order Form.

(1.25) “Upgrade” Any supply of a new handset or mobile device.

(1.26) “Services Start Date” The start date for the Services as confirmed by Matrix in the first invoice (also referred to as the Go Live Date).

(1.27) “Order Form” means the Order Form detailing the Services, Equipment, Fees and other applicable information for the provision of the services and which incorporated these terms and conditions.

## 2. ACCEPTANCE OF APPLICATION

2.1 In connection with this account application MATRIX PLATINUM LIMITED will carry out credit and fraud prevention checks with a licensed credit reference and fraud prevention agency & this agency will retain a copy of the search. Information from the application and payment details of the account will be recorded and may be shared with other organisations to help make credit and insurance decisions about you and members of your company and for debt collection and fraud prevention purposes.

2.2 MATRIX PLATINUM LIMITED will only accept the application overleaf when the Subscriber passes a credit check to MATRIX PLATINUM LIMITED's satisfaction. This Agreement, together with the terms contained overleaf, constitutes the entire contract between the Subscriber and MATRIX PLATINUM LIMITED, and the terms of this Agreement shall apply to the exclusion of all others whether implied or proposed by the Subscriber orally or in writing unless expressly accepted in writing by MATRIX PLATINUM LIMITED.

2.3 MATRIX PLATINUM LIMITED offers mobile services to businesses and, upon accepting this application, assumes that all businesses have ten or more employees and subsidies and benefits are issued on the basis of this.

### 3. TERM

3.1 This Agreement will commence from the date the Order Form is signed by the last signature or you otherwise instruct MATRIX PLATINUM LIMITED to commence the Services, at which time a contract is formed between you and MATRIX PLATINUM LIMITED, and once signed you may not terminate without cause.

3.2 The Services will start on the Services Start Date and will continue for the following initial term depending on which service option is selected (the Initial Term): Platinum Package Option is a five year term with premium network pricing, Gold Package Option is a three year term with standard network pricing, Silver Package Option is a one year term with standard network pricing. At the end of the Initial Term, the contract will automatically renew for subsequent periods of twelve (12) months (each an Extension Period) on a rolling twelve (12) month basis unless you provide a minimum of ninety (90) days' written notice to terminate before the end of the Initial Term or then current Extension Period. Such termination is not to take place earlier than the expiry of the Initial Term or Extension Period.

3.3 Subject to clause 10 below, this Agreement shall then continue until terminated by either party giving not less than ninety (90) days prior written notice, such notice not to be served prior to the expiry of the said initial minimum contract term.

3.4 This Agreement is a Master Agreement, and the provisions of Clause 1 and 3.2 are applicable to all mobile numbers and/or handsets Connected to MATRIX PLATINUM LIMITED and will also apply to subsequent Connections or Upgrades from the individual Connection or Upgrade date.

3.5 All Tariff changes will be subject to availability and a minimum spend.

3.6 You agree that each mobile device ordered by you is subject to its own agreement

#### 4. CREDIT ACCOUNT

4.1 An account will be opened and a credit limit inclusive of VAT will be notified to the Subscriber and this credit limit should not be exceeded. Any increase in the credit limit must be requested in writing and will be subject to approval by MATRIX PLATINUM LIMITED, which may entail further credit checks. MATRIX PLATINUM LIMITED cannot accept responsibility for Subscriber overspends due to any reason including but not limited to billing cycles or delays in the availability of call data. Subscribers who anticipate exceeding their credit limit should contact MATRIX PLATINUM LIMITED to avoid the Services being suspended.

4.2 Credit limits are subject to periodic review at MATRIX PLATINUM LIMITED's discretion. MATRIX PLATINUM LIMITED may require that a deposit be placed with MATRIX PLATINUM LIMITED in cases where the Subscriber incurs monthly charges in excess of the credit limit and the Subscriber authorises MATRIX PLATINUM LIMITED to debit their credit card, where details provided, at MATRIX PLATINUM LIMITED's discretion for this excess amount overdue, or any amount over the credit limit set.

#### 5. CONNECTION TO THE SYSTEM AND PROVISION OF THE SERVICE

5.1 MATRIX PLATINUM LIMITED will send you an annual notification of which phone numbers are allocated to you and under which contract/service agreement, if you have more than one contract with us .

5.2 Subject to these Terms and Conditions, MATRIX PLATINUM LIMITED will connect and maintain the connection of the Subscriber Apparatus to the System and, subject to the geographical coverage of the System from time to time and other limiting factors not under MATRIX PLATINUM LIMITED's control, MATRIX PLATINUM LIMITED will endeavour to make the Services available to the Subscriber throughout the term of this Agreement.

5.3 MATRIX PLATINUM LIMITED shall be entitled, at its absolute discretion to transfer the Subscriber to another Service Operator, provided this incurs no additional costs to the Subscriber. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to their being made.

5.4 The Subscriber recognises and acknowledges that the Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions, and other causes of interference may fail or require maintenance without notice.

5.5 The Subscriber should be aware that they will be charged for calls received whilst abroad (including voicemail) and that calls made and received whilst overseas may be

charged in 30 or 60 second increments at rates set by the overseas network(s) together with any additional handling & network charges Premium rate calls can be charged at rates over £1.57pence per minute. Any such calls/text/data are not included in any bundle of inclusive calls/text/data which may form part of the tariff and billing delays of up to six months may occur for these charges and may be subject to an on advance deposit as requested from time to time.

5.6 MATRIX PLATINUM LIMITED shall bear no liability to the Subscriber whatsoever in connection with any Service provided by an overseas network, third party or Premium Rate provider.

## 6. PAYMENT

6.1 The Subscriber will pay any agreed initial charges, the monthly access charge any other fixed monthly charges, on or before the Payment Date. All orders/contracts between you and us, for all Matrix services, will be registered to a single client account, with one account reference and subject to single combined invoice. Fees for any hardware purchased will be split between a deposit payable on signature of the Order Form, with the remaining balance payable in one payment, following delivery of the Hardware. The deposit amount will be either (i) the percentage specified in the Order Form, or (ii) shall be 50% if not specified.

6.2 The service includes a charge for fraud monitoring and line care .

6.3 The Subscriber will pay all call charges (used in excess of any call charges that may be comprised in the minimum airtime charge but without rebate for any unused element of call charges in such Charge) including charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and also any handling charges set out in the schedule of tariffs, monthly in arrears, on or before the Payment Date. UK calls are billed per second and rounded up to the nearest penny. The networks may apply a minimum call charge, details of which can be found in the tariff terms and conditions on their websites.

6.4 The Subscriber will pay the cost of any subsequent reconnection made necessary by suspension of the Services carried out by MATRIX PLATINUM LIMITED due to non-payment (subject to Clause 10 below), prior to reconnection.

6.5 The Subscriber will pay all sums to MATRIX PLATINUM LIMITED by Direct Debit or by such other method as MATRIX PLATINUM LIMITED shall allow on or prior to the Payment Date. The acceptance of payment by any method other than Direct Debit by MATRIX PLATINUM LIMITED may incur a monthly administration fee of £7.50 + VAT.

6.6 All payments other than by Direct Debit must be received within fourteen (14) days of MATRIX PLATINUM LIMITED's invoice date.

6.7 The Subscriber will be required to pay a fee of £7.50 + VAT per month for cancelled, dishonoured or failed Direct Debits or cheques.

6.8 Any sums due to MATRIX PLATINUM LIMITED from the Subscriber which are unpaid for more than fourteen (14) days after the Payment Date shall bear interest at the rate of four per cent (4%) above the base rate of NatWest Bank PLC calculated from the date payment was due to the date of actual payment becoming cleared funds.

6.9 Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges referred to under this Clause 6.

6.10 The Subscriber will promptly advise MATRIX PLATINUM LIMITED in writing of any change of address or bank details.

6.11 The Subscriber authorises MATRIX PLATINUM LIMITED to charge the Debit/Credit Card, where details provided, with an amount equal to the outstanding balance on the Subscriber's credit account, where the Subscriber has failed to pay MATRIX PLATINUM LIMITED by the Payment Date.

6.12 The Subscriber authorises MATRIX PLATINUM LIMITED to levy a Service Charge of three percent (3%) where MATRIX PLATINUM LIMITED is debiting the Subscriber's Credit Card Account with any outstanding balance.

6.13 The Subscriber is solely responsible for the Subscriber Apparatus and/or SIM Card and shall remain liable for all call charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported to the Service Operator and MATRIX PLATINUM LIMITED, and will remain liable for the monthly access charge until the Agreement has ended.

6.14 Unless otherwise agreed by MATRIX PLATINUM LIMITED in writing, any discount specified in the Order Form shall only apply during the Initial Term, and shall not apply to subsequent Extension Periods. Therefore Fees will automatically increase on commencement of the first Extension Period and each anniversary thereafter, and such increase will be in an amount equivalent to 15% plus the average percentage increase in the Retail Price Index over the preceding 12 months (as determined by the Office for National Statistics).

6.15 In addition to any other rights provided in this Agreement, we have the right to periodically and as reasonably necessary, increase the Charges so as to reflect any increase in underlying third party costs related to the Services including without limitation underlying network, internet and mobile operator costs; as well as increases arising due to changes in law, National Insurance Contributions, National Minimum Wage and/or Real Living Wage.

6.16 We reserve the right to review our invoices and fees charged on a regular basis in order to identify any errors and ensure that any backdated charges we receive from third party suppliers related to your Services, are also invoiced to you accordingly. All such backdated charges and errors shall remain payable by you in accordance with this

Agreement. If we identify an overpayment by you, we will issue a credit against your next monthly invoice.

## 7. PUBLIC EMERGENCY CALLS

No charge will be made for Emergency calls similar to British Telecom's 999 service made on the Subscriber Apparatus.

## 8. OBLIGATIONS OF THE SUBSCRIBER

8.1 The Subscriber acknowledges that the System is operated under License and by agreement with the Service Operators and that the provisions of the said Licenses and agreements apply to the use of the Service. The Subscriber hereby undertakes:

8.1.1 Not to use or permit the use of the System for any unlawful, immoral or improper purpose including the use of unlawful GSM SIM gateways or any purpose not recommended by the equipment manufacturer or the Service Operators or MATRIX PLATINUM LIMITED;

8.1.2 To comply with any reasonable instructions issued by MATRIX PLATINUM LIMITED relating to the System, the equipment or the Service and to use only the Subscriber Apparatus approved by the Service Operators and the British Approvals Board of Telecommunications;

8.1.3 Not to reverse, or permit anyone else to reverse, the charges on any telephone call;

8.1.4 Not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Service to be impaired.

8.1.5 Not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity and shall notify MATRIX PLATINUM LIMITED immediately upon becoming aware of any such activity.

8.2 Should MATRIX PLATINUM LIMITED incur additional claims, damages, losses (including loss of profit, other economic loss or legal fees) due to Subscriber breach of this Agreement the Subscriber could be liable for these.

8.3 The Subscriber will promptly advise the Service Operator and MATRIX PLATINUM LIMITED, by phone and in writing in the event of loss or theft of the Subscriber Apparatus and/or the SIM Card.

8.4 The tariff chosen at the acceptance of this Agreement will remain the minimum tariff selected for the initial contract term and the terms and conditions of the selected tariff apply.

8.5 The rates/tariffs/equipment subsidies that MATRIX PLATINUM LIMITED makes available to the Subscriber are subject to the length of contract chosen and its terms



and are based upon the predicted or anticipated revenue over the contract term including notice period. The Subscriber is therefore expected to honour the contract, revenue and its terms. In the event that the Subscriber fails to do so, MATRIX PLATINUM LIMITED reserves the right to invoice the predicted or anticipated revenue, at full retail price without discount, over the full contract term including notice period and to recover any benefits received and losses incurred, and should the contract not proceed to full term a cancellation charge will be incurred.

8.6 The Subscriber acknowledges that MATRIX PLATINUM LIMITED will accept, and act on behalf of, any instruction received from the Subscriber, and accept and act on behalf of any additional orders, regardless of authority and/or position, unless otherwise pre-advised to MATRIX PLATINUM LIMITED in writing with the Subscribers bespoke ordering procedures.

8.7 You have no right to cancel the Services or terminate this Agreement for a delay that is a direct result of your failure to comply with your obligations under this Agreement. For all Services, no delay is permitted once an Order is signed and even if you do not accept performance or delivery of the Services or equipment, all payments of associated charges shall still apply as if the delay had not occurred and Matrix shall invoice accordingly

8.8 If you purchase a new Service off Matrix with the intention of replacing or upgrading an existing Service with Matrix, then we shall contact you following the implementation of the new Service to confirm whether you would like the designated replaced Service to cease. However, please note, that Matrix will not cancel the replaced Service without your written confirmation and you may continue to be charged for it until you provide such confirmation. This is to ensure there are no gaps in your Services and infrastructure, and it is your responsibility to ensure that confirmation is provided. You can refer to a recent invoice for information of all current Services, to assist with any review, or otherwise please contact us.

## 9. LIMITATIONS OF LIABILITY

9.1 Nothing in this Agreement shall limit or restrict or be deemed or construed so as to limit or restrict the liability of MATRIX PLATINUM LIMITED or the Subscriber for death or personal injury to any person caused by its negligence.

9.2 Subject always to the provisions of Clause 1 above, the total liability hereunder of MATRIX PLATINUM LIMITED in contract, tort or otherwise (including negligence) shall, in respect of all claims under this Agreement, not exceed the total amounts paid to MATRIX PLATINUM LIMITED by the Subscriber under this Agreement for the 12 months immediately prior to the period in which the claim or claims are made, or £5,000 whichever is the lower amount.

9.3 Subject to the provisions of clause 1 (above), MATRIX PLATINUM LIMITED shall not be liable hereunder, in contract, tort or otherwise (including negligence) for any indirect

or consequential losses whatsoever or otherwise howsoever arising including without limitation, loss of profits, revenues, business, contracts, anticipated savings or any other indirect or consequential losses whatsoever and in this Clause 9.3, “anticipated savings” means any saving that the Subscriber anticipated making as a consequence (whether directly or indirectly) of entering into this Agreement.

9.4 Where the Subscriber deals as a consumer, nothing in this Agreement shall affect the Subscriber’s statutory rights.

9.5 MATRIX PLATINUM LIMITED are not liable to you in respect of any products or services you order from other companies using your Mobile Devices.

9.6 Where your Mobile Device allows access to the Internet, we shall not be liable to you for the content of any website or other material that you access via the Service.

**9.7 Please Note.** If you are leaving an existing supplier and switching over to Matrix for the Services, then it is your responsibility to ensure that all existing services and contracts are cancelled. Whilst Matrix will provide reasonable assistance in supporting any switch over, we do not have oversight of your contracts and supplier arrangements, and therefore we exclude liability for any claims, costs or losses you may incur in respect of ceasing services with an existing supplier.

## 10. TERMINATION AND SUSPENSION OF THE SERVICE

10.1 We may terminate this Agreement or part thereof by giving 60 days’ written notice to you provided. You may terminate the Agreement on 90 days’ written notice, provided that such notice does not take effect until the end of the Initial Term or current Renewal Term as set out in clause 3. The Agreement may not be terminated in part, nor only some of the Services cancelled, without our prior written agreement.

10.2 MATRIX PLATINUM LIMITED shall have the right to, without prejudice to any other claims or remedies which it may have against the Subscriber, forthwith terminate the Service and this Agreement without liability upon the occurrence of any of the following events:

10.2.1 If the Subscriber commits a breach of this Agreement (and where that breach is capable of remedy, does not correct this breach within 30 days of MATRIX PLATINUM LIMITED requesting the Subscriber in writing to correct such breach)

10.2.2 If any information given to MATRIX PLATINUM LIMITED by the Subscriber is false or misleading;

10.2.3 If the Subscriber makes or offers to make any composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is made against the Subscriber, or (in the case of a Subscriber being a Limited Company) the Subscriber is unable to pay its debts as they fall due within the meaning of the Insolvency Act 1986; or

10.2.4 If a petition or resolution to wind up the Subscriber is passed or presented (otherwise than for reconstruction or amalgamation); or

10.2.5 If any administrative receiver or receiver/manager is appointed over any of the Subscriber's assets, property or undertaking, or if any such power of appointment arises.

### **10.3 Suspension of the Services**

10.3.1 MATRIX PLATINUM LIMITED may, from time to time, by giving reasonable notice to you or if this is not practicable such notice as is reasonably practicable in the circumstances, suspend or disconnect the Service in any of the following circumstances (including but not limited to) :

10.3.1.1 for operational reasons, or

10.3.1.2 if required to do so because of a regulatory or legal change, or

10.3.1.3 if obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service, or

10.3.1.4 If the Subscriber fails to comply with any of the terms contained herein; or

10.3.1.5 If the Subscriber does, or allows to be done, anything which in the Service Operator's or MATRIX PLATINUM LIMITED's reasonable opinion may have the effect of jeopardising the operation of the Service; or

10.3.1.6 If the Subscriber uses the SIM Card or Mobile Device (or allow it to be used) for any illegal, fraudulent, or immoral purpose or to make offensive or nuisance calls. We may report any incidents to the police or any other relevant official organization.

10.3.1.7 If the Subscriber permits the use of the Service or uses the Service for illegal purposes including the use of illegal GSM SIM Gateways (or the Service Operator or MATRIX PLATINUM LIMITED believes the same), MATRIX PLATINUM LIMITED, without any liability whatsoever, reserves the right at its absolute discretion to immediately suspend the Service. In such a case the Subscriber will be charged during the month in which such suspension of Service takes place at the MATRIX PLATINUM LIMITED RRP Business Tariff rate, no bundled minutes being applied during that month. For the remainder of the contract term the Subscriber will be liable for the tariff initially agreed at full retail price without discount, subject to Clause 5 above; or

10.3.1.8 If, in MATRIX PLATINUM LIMITED's or the Service Operator's absolute discretion, the call charges incurred in any given period show unreasonable or excessive usage of services or unusual calling patterns such as a disproportionate percentage of incoming calls or zero usage per number of 10 minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or cause network congestion; or

10.3.1.9 If the Subscriber exceeds the credit limits set;

10.3.1.10 if an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the due date, provided that MATRIX PLATINUM LIMITED has followed the process set out in clause 10.3.2.

**10.3.2 Suspension & Termination Process for overdue invoices.** Invoices are due 14 days from the date on the invoice. On the invoice due date (day 14), we will send you a payment reminder if any part of the invoice remains outstanding. If, after a further 7 days (day 21) we still have not received payment, we will send you a written notice that we will be suspending the services (Notice of Suspension) in 7 days (day 28), which will, if applicable, refer to all impacted contracts your account which will be suspended. We will send a second Notice of Suspension 48 hours before we suspend the services (day 26). If we have not received a payment by the end of the notice period (day 28), services will be suspended. If after another 7 days (day 35), still no payment has been received, we will send you a written notice that we will be terminating the services (Notice of Termination) in 7 days if we still don't receive a payment, and at the end of that notice period all services will be terminated (day 42). You acknowledge and agree that our obligation to provide notices in accordance with this process is on a reasonable endeavours basis only and we shall still be entitled to suspend or terminate for non payment by the required dates, even if the suspension process is not followed exactly.

10.4 Termination, porting, or migration of mobile numbers is subject to a charge of £45.00 + VAT per number.

10.5 If the Subscriber is unable to use all of the Services for a continuous period of more than three days due to any technical failure (including power cuts, improvement, modification or maintenance of the Service or the Systems) and if the Service Operator offers this to MATRIX PLATINUM LIMITED, on application the Subscriber may receive a credit for their line rental which will represent that part of the line rental for the period of suspension.

**10.6 No cancellation rights.** Once signed, Order Forms cannot be cancelled by you. MATRIX PLATINUM LIMITED has no responsibility for and you have no right to cancel the Services or terminate this Agreement in the event of a delay or failure in the Services caused by a third party, or that arises out of or in connection with your failure to comply with any of your obligations under this Agreement.

10.7 All Client data held by us will be deleted within 7 days of the date of termination of this Service Agreement

10.8 On termination or expiry of this Agreement, you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services or Equipment supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.

10.9 Should you at any time attempt to cancel or terminate this Agreement, or any portion or Service thereof, except in accordance with its terms or we terminate this Agreement as a result of your breach, then (without prejudice to our other rights and remedies) no refunds of any charges paid in advance shall be made by us and you must also pay us (i) the any Charges applicable for the remaining term of this Agreement, which would have been due and payable save for such early termination; and (ii) any demobilisation costs; and (ii) and Early Termination Fee. However, if such termination is as result of a Change in Control of you which affects the demand for our Services due to duplication of resources, we will work in good faith to reallocate and reduce Services where possible, subject to any remaining of the preceding costs still being payable by you.

10.10 The Early Termination Fee shall be calculated as follows:

10.10.1 Where phone call services are provided, amount equal to the greater either (i) the estimated or minimum call charge set out in the Order Form which would apply for the remainder of the Term; or (ii) the average monthly call charges for the previous three calendar months multiplied by the number of months outstanding of Term, or where there is no such 3 month period, such amount as we reasonably determine based on usage data.

## 11. FORCE MAJEURE

MATRIX PLATINUM LIMITED shall not be liable for any breach of this Agreement, nor any damage resulting there from whether direct, indirect, consequential, financial or otherwise, if and to the extent that such breach arises as a result of any Act of God, acts or omissions by any Government, other Administrative Body or Service Operators, sabotage, riot, explosion, acts of terrorism, controls, restrictions, prohibitions or other Acts of any Local or National Government (including any requirement connected to the Licensing Arrangements) or industrial disputes of any kind or any act beyond the direct control of MATRIX PLATINUM LIMITED.

## 12. ASSIGNMENT

This Agreement shall not be assignable by the Subscriber without written consent of MATRIX PLATINUM LIMITED, which will not be unreasonably withheld. MATRIX PLATINUM LIMITED may at any time assign this Agreement to any third party it considers suitable.

## 13. VARIATION

MATRIX PLATINUM LIMITED shall be entitled, from time to time and at its absolute discretion, to:

13.1 Make such variations to the Tariff as it deems appropriate, to reflect the changes set out in clause 6.15 (underlying costs).

13.2 Make such modifications to the Service and make, or agree to, such changes to the System as it may reasonably consider necessary. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to their being made;

13.3 Make such alterations to this Agreement and its terms and conditions as the Service Operators may reasonably require MATRIX PLATINUM LIMITED to make or as are necessary as a result of changes to MATRIX PLATINUM LIMITED's license from the Service Operators or otherwise as a consequence of any regulatory or legal requirement.

#### 14. DATA PROTECTION

14.1 The information the Subscriber provides will be used by MATRIX PLATINUM LIMITED to supply the Services and will not be otherwise disclosed without the Subscriber's prior written permission, except as set out in Clause 5 below, or if required by law. The provisions of our Data Processing Agreement (DPA-available here ) shall apply to both parties in relation to the processing of Personal Data under the Contract (unless a separate data processing agreement is agreed and signed between us).

14.2 MATRIX PLATINUM LIMITED does not share Subscriber information with other organisations for marketing purposes, however MATRIX PLATINUM LIMITED may invite the Subscriber to take part in market research and inform the Subscriber of MATRIX PLATINUM LIMITED goods and services which may be of interest unless the Subscriber informs MATRIX PLATINUM LIMITED that they do not wish to receive this information. The Subscriber may unsubscribe from receiving marketing communications from MATRIX PLATINUM LIMITED by emailing [hello@matrix247.com](mailto:hello@matrix247.com).

14.3 The Subscriber agrees that MATRIX PLATINUM LIMITED may disclose any information in connection with the Subscriber's accounts to anyone who correctly quotes their password or who has satisfied MATRIX PLATINUM LIMITED that they are the Subscriber or the Subscriber's authorised contact. It is the Subscriber's responsibility to ensure they keep their password and account details secure.

#### 15. CONFIDENTIALITY

Neither Party will disclose to any third party without the prior written consent of the other Party any confidential information which is received from the other Party as a result of this Agreement. Both Parties agree that any confidential information received from the other Party will only be used for the purposes of providing or receiving the Services. For the purposes of this Clause 15, confidential information includes business plans, concepts, methodologies and structures, product specifications, technical information, new product information, methods of product delivery, and any other technical and commercial information, inventions or ideas (whether patentable or not) of either Party which is not in the public domain.

#### 16. LIABILITY

16.1 MATRIX PLATINUM LIMITED shall not be liable for any delay or failure in performing its obligations or failure to meet any dates under the Agreement caused by any circumstances beyond its reasonable control (such circumstances including, without limitation, any regulatory or legal change).

16.2 All warranties, conditions, obligations, or implied terms which are implied into the Agreement by statute, custom, or law are hereby excluded to the maximum extent permissible in law.

16.3 MATRIX PLATINUM LIMITED does not exclude or limit its liability for death or personal injury caused by its negligence, and/or

16.3.1 breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.), and / or

16.3.2 breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods), and / or

16.3.3 fraudulent misrepresentation.

16.4 MATRIX PLATINUM LIMITED shall not be liable to you for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data and / or perceived damage to reputation, special, indirect or consequential loss, costs, damages, Fees or expenses however arising under this

16.5 MATRIX PLATINUM LIMITED has no liability for any failure to meet any dates or for any failure to meet any service levels or to repair a fault within any given timeframe.

16.6 The overall Service may consist of elements not provided by MATRIX PLATINUM LIMITED (such as but not limited to access circuits, routers, installation) which affects the Service Demarcation Point. You agree that MATRIX PLATINUM LIMITED shall not be responsible or liable for any element of the overall Service not provided by it, nor for any affect those elements may have on the Service.

16.7 In the event any telephone call recordings are deleted, lost or otherwise are no longer available to you, then MATRIX PLATINUM LIMITED shall use our reasonable endeavours to restore such call recordings, if requested to do so by you. However, this shall be your sole and exclusive remedy in respect of such unavailable call recordings and you acknowledge and agree that MATRIX PLATINUM LIMITED is dependent on our third party mobile and phone operators to manage call recordings on our behalf and as such MATRIX PLATINUM LIMITED make no guarantee as to the availability or recovery of call recordings.

16.8 Subject to the above clauses 16.1-16.7:

16.8.1 in respect of MATRIX PLATINUM LIMITED's total aggregate liability for any data protection breaches, it shall be limited to the lesser of (i) 50% of the total Fees paid and

payable (whether invoiced or not) to us under this Agreement during the 6 months immediately preceding the date on which the claim arose, or (ii) £100,000 (one hundred thousand pounds);

16.8.2 MATRIX PLATINUM LIMITED's total liability in contract, tort (including negligence and breach of statutory duty) or otherwise in connection with this Agreement will be limited to an amount equal to the lesser of: (i) £25,000; and (ii) 100% of the total Fees paid and payable (whether invoiced or not) to MATRIX PLATINUM LIMITED under this Agreement during the 6 months immediately preceding the date on which the claim arose.

16.9 The parties acknowledge and agree that the limitations contained in this Clause 16 are reasonable in the light of all the circumstances.

## 17. MISCELLANEOUS

17.1 The Subscriber agrees to the disclosure to any radio or telecommunications operating company of its name, address & details of the Service and Subscriber Apparatus provided to it pursuant to this Agreement.

17.2 Any notice hereunder sent by either party to the other party shall be deemed served within forty-eight (48) hours.

17.3 Should MATRIX PLATINUM LIMITED elect to disconnect and/or reconnect the Subscriber Apparatus from or to the System pursuant to Clause 10 above, then MATRIX PLATINUM LIMITED having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £27.50 + VAT for such disconnection or reconnection.

17.4 Should MATRIX PLATINUM LIMITED elect to bar and/or unbar the equipment from the System pursuant to Clause 10 above, MATRIX PLATINUM LIMITED may, in its absolute discretion, charge an unbarring fee of up to £27.50 + VAT for such barring or unbarring.

17.5 Additional services may be added to this Agreement subject to the Subscriber's written confirmation and acceptance by MATRIX PLATINUM LIMITED.

17.6 Following any non completion of the contract, MATRIX PLATINUM LIMITED reserves the right to request the safe return of such Subscriber Apparatus and Equipment undamaged and in good repair (except for reasonable wear and tear) from the Subscriber to MATRIX PLATINUM LIMITED at the Subscriber's expense.

17.7 Failure to comply with clause 16.6 shall incur a full replacement charge plus VAT as quoted in MATRIX PLATINUM LIMITED's published SIM free price list for any mobile device, data-card or modem, of up to £300 + VAT, unless the equipment falls under the pricing stipulated in clause 16.7.1 in which case the charge is higher, plus £30.00 + VAT for any SIM card (as per Clause 16.17 below).



17.7.1 In the case of Blackberry, PDA or SMART phones, the full replacement charge of up to £850 + VAT will be incurred.

17.7.2 Equipment must be returned to MATRIX PLATINUM LIMITED, in line with clause 16.6, within 14 days of any disconnection, Porting or Migration.

17.8 Risk of damage to or loss of the Subscriber Apparatus shall pass to the Subscriber upon receipt of the Apparatus by the Subscriber.

17.9 The Subscriber shall be liable for the repair of equipment connected under this Agreement which becomes faulty or damaged and is outside the manufacturer's warranty. All Subscriber obligations under this Agreement shall remain in force during any period where equipment is undergoing repair.

17.10 MATRIX PLATINUM LIMITED is not the manufacturer of any Mobile Devices supplied to you under this Agreement. MATRIX PLATINUM LIMITED warrants that each item of equipment will conform in all material respects to the manufacturer's specification for a period of 12 months (apart from Software in which case for 90 days) from the date on which each item of equipment is dispatched (the "Warranty Period") unless special conditions associated with certain equipment apply.

17.11 The warranty set out in this clause shall not apply where the Mobile Equipment has been altered in any way or been subjected to misuse, including without limitation being dropped in water or any other liquid, or to unauthorised repair.

17.12 All risks of loss or damage to Mobile Devices shall pass to you on delivery.

17.13 No delay, neglect or forbearance on the part of MATRIX PLATINUM LIMITED in enforcing any provision of this Agreement shall be deemed to be a waiver or create a precedent or in any way prejudice MATRIX PLATINUM LIMITED's rights under this Agreement.

17.14 The Subscriber shall not obtain any Intellectual Property Rights in relation to the System, the Service or the Subscriber Apparatus as a result of this Agreement or the use of the System, Service or Subscriber Apparatus.

17.15 Where there is a conflict between this Agreement and any other terms and/or conditions mentioned in or printed on any correspondence exchanged between the parties, this Agreement shall prevail unless expressly agreed otherwise and in writing

17.16 If any non-fundamental provision of this Agreement shall be held to be void, illegal, unenforceable or conflict with any Statute, that clause or provision shall be severed from this Agreement; the validity and enforceability of the remaining clause(s) and provision(s) shall not be affected thereby.

17.17 References in this Agreement to persons shall include, but not be limited to, bodies Corporate, Unincorporated Associations and Partnerships. References to the singular shall include the plural and vice versa.

17.18 This Agreement shall be governed by and construed in accordance with English Law.

17.19 Use of the Services and Equipment or any content accessed through them in a country other than the UK may be subject to different laws and regulations. The subscriber is responsible for ensuring compliance with such laws or regulations and MATRIX PLATINUM LIMITED is not liable for any failure of this.

17.20 Clause headings are for ease of reference only and do not govern or affect the construction or interpretation of this Agreement.

17.21 All SIM Cards supplied to the Subscriber, for use on the Service Operators Systems, shall at all times remain the property of the Service Operator, and shall be returned to MATRIX PLATINUM LIMITED upon termination of the Agreement. Failure to return any SIM card shall incur a charge of £30.00 + VAT for each card.

17.22 Portability and Migration requests of mobile numbers made during the minimum contract term does not relieve the Subscriber from contractual obligations to pay any early termination charges due under this Agreement, and in relation to the remainder of the contract term, following termination.

17.23 The Subscriber is responsible for any services and their associated costs that may be accessed via the Service Operator or MATRIX PLATINUM LIMITED and the terms and conditions that relate to those services.

17.24 Any alerts requested will be completed on a best endeavour's basis.

17.25 You must not use you SIM Card or Mobile Device with any equipment, which has not been approved for use on the Network. If you are not sure, you should ask the person selling the equipment or you can call the following helpline number: 03453620247.

17.26 You agree to follow all reasonable instructions we provide you with regarding your use of the Service (for example, fair usage policy), the SIM Card and the Network and provide us with any information we reasonably ask for.

17.27 You agree not to use SMS or the SMS Land to Mobile Text Messaging Service for the purpose of marketing or advertising anything to users without the consent of those users.

17.28 The prices of Mobile Devices supplied under this Agreement are calculated using a subsidy we are paid by the Network. This subsidy applies only when you are connected to the Network. Therefore, if you end this agreement under clause 10 prior to the expiry of the Initial Term for any Mobile Devices supplied, you must either return those Mobiles to us in good working order and condition or if you wish to keep them you must pay us the difference between what you had paid us for the Mobile Devices and their full retail price.

17.29 We control the SIM Card and Mobile Device number although they belong to the Network operator. We reserve the right to charge you an administration fee of up to £50 for porting or migrating to other service providers and disconnection from the Network.

17.30 Equipment may be subject to additional terms which the subscriber accepts by retaining and using such equipment. If the subscriber does not consent to such additional terms it must (at its cost) return such equipment within 6 working days of the order being delivered.

17.31 Where Subscriber Apparatus is supplied by MATRIX PLATINUM LIMITED, it is the responsibility of the subscriber to maintain, in good working condition. Upon cancellation / upgrade of the agreement, it is the subscribers responsibility to return the hardware to MATRIX PLATINUM LIMITED in good working order for secure destruction.

17.32 All connections on to the EE network include additional terms and conditions which apply to this agreement, as per the following link [ee.co.uk/business/terms](http://ee.co.uk/business/terms)

## 18. SCOPE OF THE AGREEMENT

18.1 MATRIX PLATINUM LIMITED agrees to provide you with the Service and/or Mobile Devices and you agree to use the service and the Mobile devices in the terms of this agreement.

18.2 MATRIX PLATINUM LIMITED will try to deliver the Mobile Devices within agreed timescales, under no circumstances shall we be liable to you for any loss of any kind whatsoever caused by any delay in delivery of the Mobile Devices.

18.3 Any Mobile Device delivered damaged must be notified to MATRIX PLATINUM LIMITED within 3 working days and returned to us within 6 working days of the order being delivered. We may, entirely at our discretion, repair or replace such damaged Mobile Devices, substitute substantially similar goods or reimburse the price paid for the damaged Mobile Devices.

18.4 This agreement and any other document referred to herein sets out the entire agreement between us relating to any Mobile Device or Service supplied to you by MATRIX PLATINUM LIMITED. You acknowledge that you have not relied on any representation, undertaking, or statement not set out in this Agreement.

18.5 The subscriber acknowledges that support services that may be provided by MATRIX PLATINUM LIMITED are only provided for the specified Equipment and that MATRIX PLATINUM LIMITED does not provide support for any other equipment.

## 19. SCOPE OF THE AGREEMENT

### **PAC Request**

If your PAC/STAC request is for 1 single number with no other numbers on the account, then the timescales for the PAC/STAC code and any buy out fees are 2 working hours.

If your request is for 1-24 numbers on an account with more than one connection, the timescales to receive the codes and any fees are 2 working days.

The numbers to text are

PAC – Text CODE to 65075

STAC – Text CODE to 75075

INFO – Text CODE to 85075

#### Definitions

PAC – Port Authorisation Code. This is the code supplied for numbers being transferred away from their current service provider

STAC – Service Termination Authorisation Code. A new code which customers can use if they want to move to another mobile provider but not take their mobile number with them.

INFO – This is a request for contractual information, contract dates and termination costs.

## **8 Matrix Platinum Small Business Terms & Conditions**

### **Telecommunications, Data Connectivity, Omni, Internet Terms and Conditions**

These terms and conditions shall be incorporated into the Service Agreement with the customer as described below. 1. **BASIS OF CONTRACT**

1.1 Any price in an Order Form provided by us, shall be deemed a quote and not an offer which is open for acceptance.

1.2 An Order Form will only be binding once first signed by you and then countersigned by us, including electronically or via our CRM. At which time a contract is formed and the Service Agreement shall come into effect that shall continue in force until such time as the Service Agreement is terminated in accordance with these terms.

1.3 These terms apply to the Service Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### The Services

1.4 In consideration of the full payment of all Fees payable under the Contract, we shall provide the Services to you in accordance with these terms and conditions, as well as any specification provided in the Order Form or other Service documentation made available.

#### Changes to Order Form

1.5 All details specified on the Order Form and Service Agreement are based on information supplied by you and/or collected during a site survey (remote or onsite), and may be subject to amendment.

1.6 After signature of the Order Form, we and/or our subcontractors may conduct initial scoping or surveys to clarify whether the Service, Equipment, Installation Fee or Service Fee require amending in order to meet your requirements or the facts we determine during the scoping. We may also decide that some of the services will be leased to a third party in order to facilitate the chosen Services, once the initial scoping has taken place.

1.7 In the event that we propose a change in the Services and or Fees following the scoping, then you shall have the opportunity to agree to the changes or to continue with the Services as detailed in the Order Form. If the changes are agreed, we shall issue a new Order Form for signature covering the varied or additional Services, and Fee changes, which will vary the Service Agreement once signed. If you do not agree to the changes, the original Order Form will remain in place, but we have the right to terminate the Service Agreement immediately on notice to you if we deem, acting reasonably, that the Services are no longer viable to deliver as specified under the original Order Form.

1.8 If initial scoping is required, as provided for under clause 1.6, we will confirm to you when the Service will commence once scoping is complete.

1.9 We will use reasonable endeavours to meet any agreed times or dates, but time is not of the essence in respect of those times or dates and you acknowledge that all timeframes are estimates only and that service levels are target service levels only.

1.10 Throughout the provisioning process, we will need to communicate with named member(s) of your staff to arrange access to your premises. Any delays to these requests by you will delay Service Commencement Date and we will not be liable for any such delay.

1.11 To enable us to provide the Installation Service, you will:

a) prepare the Sites and your networks in accordance with our instructions. You are responsible, at your own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install equipment if they perceive a hazard or risk.

- b) provide us with full access to your Sites and networks and make available such office and technology facilities as may be necessary for us to provide the Service,
- c) provide a suitable operating environment for the equipment in accordance with the manufacturer's operating instructions
- d) promptly furnish us with such information and documents as we may reasonably require for the proper performance of the Services,
- e) obtain all third-party consents, licences and rights reasonably required in order to allow us or our subcontractor to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services,
- f) put in place adequate security and virus checking procedures in relation to any computer facilities to which you provide us with access, and
- g) take necessary steps to manage your network and internal infrastructure to prevent conflicts with the Hosted service that may result in fault or failure of the Hosted service.
- h) Any failure to do any of the things detailed in this clause 1.11 may result in the need to reschedule your installation and you may incur aborted visit charges and new appointment times and charges which will be subject to new lead times. Any failure to do any of the things detailed in this clause 1.11 which results in configuration issues on the Equipment may result in you being charged for any reconfiguration work or for replacement Equipment.

1.12 All Equipment provided by us will remain our property until paid for in full. Any fees for Equipment purchased will be split between a deposit payable on signature of the Order Form, with the remaining balance payable in one payment, following delivery of the Equipment. The deposit amount will be either (i) the percentage specified in the Order Form, or (ii) shall be 50% if not specified. Where Equipment is provided on loan free of charge as part of a monthly Service Fee or is not paid for in full, we reserve the right to request return of the Equipment at your cost at the end of any agreed contract period. You agree to return such Equipment to us on expiry or termination of your contract for any reason. All Equipment must be returned in good condition, and we reserve the right to charge a replacement fee at current market rates for any Equipment or part of the Equipment that does not pass our inspection on its return.

1.13 We reserve the right not to provide the Service to any Site and to withdraw our provisional acceptance of an order for reasons including, but not limited to:

- a) the distance between a Site and our point of presence or its underlying service provider if the customer does not accept an alternative suitable data connection.
- b) if a site survey finds that a site is not suitable for the provision of the Service,

c) if you do not agree to pay any excess construction charges or any other charges reasonably levied by us in addition to the charges initially proposed.

1.14 We or our nominated subcontractor will install the Service and will perform a series of commissioning tests to ensure that the configured Service is functioning correctly. On successful conclusion of the tests the Service will be deemed to be ready for use and we shall be entitled to invoice you for such Service from this date.

1.15 Provision of the Service may be subject to the completion of a satisfactory site survey(s) by us or our subcontractor. You acknowledge that it will be necessary for us or our subcontractor to visit the installation Site or Sites to conduct such survey(s) and for the purposes of installation.

1.16 Where an appointment is made for us or our subcontractor to visit your Site, including for the purposes of a site survey or for installation and the visit cannot be successfully completed due to:

- a) the inability of us or our subcontractor, through no fault of our / their own, to complete the work,
- b) the inability of us or our subcontractor to gain access to the site or sites or any part thereof which is necessary for the work,
- c) the appointment is broken by you,
- d) your failure to prepare the site in accordance with 1.8 or any other preparatory instructions we may have given you, or
- e) any other reason where we or our subcontractor are not at fault

we will charge you with our standard aborted visit charge which may be applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead-times and will be confirmed to you at the time.

1.17 Unless otherwise agreed in writing between the parties, you must agree an appointment for installation at a Site within 14 days of notification by us of our preferred installation date. In the event that you do not agree such an appointment, the appointment will be deemed to have been fixed for our preferred installation date unless a revised Required Date is subsequently agreed. Installation work for Services will be carried during our Working Hours unless otherwise agreed. If you request for installation to occur outside of normal Working Hours, then it will be at our discretion whether to accept such request and, if accepted, you will be required to pay our standard charges for out of hours work.

1.18 If your Hosted Service includes our Ethernet or Assured access then, unless you have ordered an installation of the router, it is your responsibility to install the router at the Site or Sites where this is required and neither we nor our subcontractor shall bear any liability for any delay your failure to install may cause.

1.19 We will maintain your Service to the Service Demarcation Point.

1.20 Where we agree you may use/supply your own router for any part of the Service then you agree that all responsibility and liability for such equipment remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by equipment not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result. Use of your own router(s) will affect the Demarcation Point of the Service.

1.21 We do not issue any IP address to be used with this Service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. We reserve the right to withdraw or change this address if for any reason the address ceases to be available.

1.22 If you request and we agree to upgrade your bandwidth of the underlying access then additional charges will apply and we will advise you of these at the time.

1.23 The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances you should use a separate line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.

1.24 Up to 2,000 minutes per subscription per month of calls to 01, 02 and 03 are free, the number of calls to 03 must not exceed 15% of the total number of calls made by the user. In the event the subscription cap is exceeded all further calls made will be charged at 40p per minute. In the event the proportion of 03 numbers exceeds 15% in any month, then all 03 calls in excess of this threshold will be charged a 40p per minute.

1.25 Up to 2,000 minutes per subscription per month of calls to UK mobiles (FM1, FM3, FM4, FM5 and FM6) are free. A threshold is applied at company level not at the level of the individual subscriptions, where these conditions are exceeded the calls will be rated at your IP rates.

1.26 Each call recording subscription contains an amount of inclusive minutes or monthly retention period that can be stored as listed on the Matrix247 agreement.

1.27 Porting of numbers in or out is chargeable as per clause 3.9.

1.28 The service includes a charge for fraud monitoring and line care, which is added automatically when a service is made live. These services can be opted out of with 30 days notice.



1.29 Where we agree that you may use your existing or other new access circuits (including but not limited to broadband, Ethernet, leased line etc) not provided by us then it is your responsibility to ensure such access meets the necessary requirements and functionality as defined by Matrix Platinum Ltd . Your failure to meet such requirements and functionality may result in quality and set up issues or may mean the Hosted Service will not work. Where we do not provide the access, you agree that all responsibility and liability for such access remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by access not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result. Use of your own access will affect the Demarcation Point of the Service.

1.30 Where we agree that you may use a third party to install the Service then you agree to indemnify us from any direct or indirect claims or losses, financial or otherwise, that you may incur as a result of such installation by a third party. Use of a third party installer will affect the Demarcation Point of the Service.

1.31 At the end of each Working Day, if requested by us, you agree to sign off for the work carried out that day by us or our subcontractor. In the absence of an authorised representative then you agree that our sign off shall have equivalent effect as if you had signed it off. Where we provide you with any of the user based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc) and you have not allocated these features to a user then we reserve the right to recover such unallocated features from your account. You can replace these features or add additional features at any time.

1.32 We will send you an annual notification of which phone numbers are allocated to you and under which contract/service agreement, if you have more than one contract with us.

1.33 If you are a new customer purchasing our broadband services, or an existing customer that has either changed your broadband service, agreed to a new minimum period for your broadband service or re-contracted your existing broadband service, then if your broadband speed falls below the minimum guaranteed download speed and we have not remedied this within 30 days of you notifying us of this issue, or if we cannot fix the problem, we will notify you of your right to cancel this agreement immediately without the payment of an early disconnection fee. You need to give us that cancellation notice within 30 days of us notifying you. In exceptional circumstances (for example where you cancel engineer visits or miss appointments) we may extend the 30 days remedy period but we will always discuss this with you beforehand.

Minimum guaranteed download speed the minimum guaranteed download speed is 50% of the advertised speed of our service on the date that you placed the order, and is set out in the speeds table in your service agreement.

## **2. ACCEPTANCE**

2.1 We will notify you when the Installation Service has been completed. You will inspect and test the Service for the purpose of Acceptance (“Acceptance Testing”). During Acceptance Testing, you may notify us by email, telephone or fax of any material non-conformity of the Service.

2.2 To the extent that such non-conformities will have, in our opinion, a material detrimental effect on the Service, we will use our reasonable endeavours to remedy such non-conformities.

2.3 Acceptance shall be on an individual site by site basis and shall take place on the earlier of:

a) your written confirmation to us or our subcontractor that the Acceptance Testing has been completed,

b) where you have not notified us under Clause 2.2, two (2) Working Days from the date of our notification to you that the Installation Service has been completed, or

c) where you have notified us under Clause 2.2 of material nonconformities, five (5) Working Days from the date on which the notified non-conformities were remedied, or immediately upon our demonstration that the notified non-conformities will not, in our opinion, have a detrimental effect on the Service.

2.4 Any additional time incurred by us remedying nonconformities notified by you under Clause 2.2 above shall, at our sole discretion, be reflected in corresponding extensions to the affected timescales in the project plan (if any). Any additional time incurred by us investigating any notified non-conformities which later are found not to exist, will be charged to you as a professional service on a time and materials basis in accordance with our then current standard rates.

## **3. YOUR OBLIGATIONS**

3.1 You will be responsible for procuring any third party consents that may be required by us (and/or our subcontractors) to provide the Installation Service and/or the Service, including, for example, landlord consents, wayleave consents and access consents. You will be responsible for the costs of procuring any such third party consents.

3.2 You will be responsible for providing named contacts (and any replacement contact(s)) and ensuring that they have the appropriate level of authority to make decisions relating to the Installation Service and the Service.

3.3 Where any part of the Service is a professional service to be provided at a Site, you will ensure that our staff and contractors have a safe place to work, and you will notify

us (and our contractors where applicable) of any health and safety rules which apply to that Site. We will use our reasonable endeavours to ensure that our staff and contractors comply with such rules when working on your premises.

3.4 You will:

- a) perform all your obligations under the contract,
- b) follow our reasonable instructions,
- c) provide us with up-to-date information, cooperation, support, and access, at your cost, to enable us to perform our obligations under the contract,
- d) provide us with access to premises, information technology, and telecommunications facilities (including full remote access), at your cost, to enable us to perform our obligations under the Contract,
- e) supply on an ongoing basis, at your cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be defined following the site survey required to receive the Installation Service and the Service, and
- f) keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice, and
- g) ensure you have all necessary infrastructure, systems and equipment as necessary to allow us to deliver and perform the contracted services,
- h) ensure all phone numbers are available for switching (as applicable) and provide details of all phone numbers promptly on requests from us, and
- i) comply with and maintain compliance with all such laws and regulations that relate to their provision of telecommunications and other products or services supplied by us.

3.5 You will not allow any unauthorised user or any third party to access or use the Equipment and / or the Service, and shall take all reasonable security precautions to avoid such unauthorised access or use, and / or add to, modify, or interfere with in any way, the Equipment and / or the Service.

3.6 The Services permits you to upload music files for the music on hold feature. You agree to obtain any necessary licences and consents as may be required and agree to indemnify us from any direct or indirect claims where you fail to do so.

3.7 You have no right to cancel the Services or terminate the agreement for a delay that is a direct result of your failure to comply with your obligations under this agreement. Furthermore, if we are delayed in commencing the Services by your breach of obligations under this Service agreement, the applicable fees will remain payable in accordance with clause 7.11 (Delay).

3.8 If you purchase a new Service off us with the intention of replacing or upgrading an existing Service with Matrix Platinum Ltd, then we shall contact you following the

implementation of the new Service to confirm whether you would like the designated replaced Service to cease. However, please note, that we will not cancel the replaced Service without your written confirmation and you may continue to be charged for it until you provide such confirmation. This is to ensure there are no gaps in your Services and infrastructure, and it is your responsibility to ensure that confirmation is provided. You can refer to a recent invoice for information of all current Services, to assist with any review, or otherwise please contact us.

3.9 You accept that you do not own the number(s) provided to you and that you have no right to sell or to agree to transfer the number(s) provided. However, you have a right to request to migrate the numbers to another provider subject to your contractual obligations contained in this Service Agreement being met, and also subject to paying an administration charge of £125.00 per number which is to be migrated or ported to another provider. We have certain obligations in respect of the switching process (whether or not that also includes telephone number migration or ‘porting’), and compensation for you may be available if those obligations are not met (see our website and/or OFCOM website at [www.ofcom.org.uk](http://www.ofcom.org.uk) for further details).

#### **4. YOUR USE OF THE SERVICE**

4.1 You will not use the Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant’s legal jurisdiction) (“Laws”). You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that the Service (or its use) infringes any Laws.

4.2 You warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the Service will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe the intellectual property rights of Matrix Platinum Ltd or any third party. You will indemnify and keep us fully indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this Clause 4.2.

4.3 You agree that:

- a) all Equipment will be housed in accordance with our or our subcontractors’ instructions,
- b) Equipment shall be kept at your premises and stationary at all times,
- c) you will not add, modify, relocate, reconfigure or in any way interfere with the Equipment,

- d) you will not cause the Equipment to be removed, repaired, serviced or otherwise attended to except by our authorised representative,
- e) you will not remove, tamper with or obliterate any words or labels from the Equipment of any parts thereof,
- f) you will not use the Equipment except in accordance with such written instructions as may be notified by us or our subcontractor from time to time,
- g) you will not use any Equipment not approved in writing by us,
- h) if you have use of our online portal then you are responsible for maintaining all in life changes. We shall endeavour to maintain (but do not guarantee) access to such account 24 hours in every day of the year and we shall not be liable for any losses caused by any restrictions in such access. You agree to pay our standard charges applicable at the time where you request us to make changes on your behalf.

## **5. EQUIPMENT**

5.1 Replacement of faulty Equipment is dependent upon the warranty offered by the relevant manufacturer. If an additional engineer visit is required to assess or replace faulty Equipment, then this will be chargeable to you and will be arranged within usual Working Hours. We will provide assistance to you in dealing with manufacturers, but we will accept no liability in respect of any defect or breakdown of Equipment or any losses, financial or otherwise, as a direct result of such defect or breakdown.

5.2 Save as expressly provided by this Clause 5 we do not give any warranty condition or undertaking as to the state of such Equipment other than that the configuration work will be performed correctly.

5.3 All handsets are provided with the Hosted settings pre-configured, so that they will only work in relation to the Services purchased from Matrix Platinum Ltd. We do not offer a service to unlock handsets or remove these settings during or at the end of your contract. Where the handsets and routers are provided free this equipment remains the property of Matrix Platinum Ltd and must be returned in good working order to Matrix Platinum Ltd at the customers expense when the contract is terminated otherwise Matrix Platinum Ltd will charge and the customer will pay for the equipment not returned. Where the equipment is provided at an incentive price the customer must have a minimum three year contract term otherwise normal RRP charges could be applied at the end of the shorter term agreement.

5.4 Title to any Equipment supplied by us without separate charge as part of this service shall remain with Matrix Platinum Ltd. You shall not sell or otherwise dispose of any Equipment to which we retain title nor charge the same as security or do any other thing which transfers or purports to transfer title in the equipment to any other party. Notwithstanding the above, title to all intellectual property rights to the configuration of the Hosted Service, including the Equipment, is and shall remain at all times the

property of Matrix Platinum Ltd. All Equipment supplied by us must be returned to us in good condition on the expiry or termination of this agreement for whatever reasons, and we reserve the right to charge a replacement fee at current market rates for any Equipment or part of the Equipment that does not pass our inspection on its return.

## **6. RISK AND WARRANTY**

6.1 On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you.

6.2 For a minimum period of thirty (30) days from delivery, if any Equipment materially fails to comply with the manufacturer's specifications (a "defect"), you will immediately notify us of such defect, and we will investigate such defect. If we agree that the Equipment has a defect, we will replace the Equipment.

6.3 Where we agree you may provide your own equipment at the outset or as a replacement, you will, at your own cost, be responsible for repairing, maintaining, and replacing any equipment that no longer operates in accordance with its manufacturer's specifications. Where you replace the Equipment, the replacement shall be equivalent to the original's functionality and performance, and approved by us in writing. You will be responsible, at your own cost, for reconfiguring any replacement of the Equipment to the same or equivalent configuration as the original (if agreed by the parties, such reconfiguration work may be provided by us as a professional service at our then current standard rates), and installing such reconfigured replacement in place of the original.

6.4 Any impact on the Service caused by substandard performance or non-availability of the Equipment under Clauses 6.2 or 6.3 shall be excluded from our obligations under the Service Agreement, and such exclusion shall continue for as long as any of the circumstances in Clauses 6.2 or 6.3 continue.

6.5 In the event you require Matrix Platinum Ltd to send an engineer to your site to assist with any issues with Equipment or related Services and if, on attendance, it becomes clear, in our reasonable opinion, that such site attendance is unnecessary or is due to Equipment damage caused by you, your improper use or other breach of your obligations under this Service Agreement, then we reserve the right to charge you for such engineer site visit at our standard rates.

6.6 In the event we are required to remove Equipment from your premises, then we will ensure such removal of services are performed with reasonable skill and care. Please note, save for damage caused by our negligence, we shall not be obliged to make good your premises or property in the event of removal of Equipment.

## **7. FEES AND PAYMENT**

7.1 All pricing will be indicative only and is not binding until confirmed by us. The pricing given is valid at the point of quote, but it can only be confirmed after the site survey.

Additional charges, such as but not limited to, excess construction charges, may be applied, following the site survey. All prices are quoted are exclusive of VAT. Prices are valid for 30 days only.

7.2 Following Acceptance, you must pay the Service Fee monthly in advance, the Installation Fee upfront and any usage fees, if applicable, monthly in arrears. Any fees for Equipment purchased will be split between a deposit payable on signature of the Order Form, with the remaining balance payable in one payment, following delivery of the Equipment. The deposit amount will be either (i) the percentage specified in the Order Form, or (ii) shall be 50% if not specified. If specified on the Service Agreement, you may pay the Installation Fee monthly in advance in lieu of the upfront fee. You agree to let us take these payments by Direct Debit and there will be an additional fee payable of £7.50 per month if this is not agreed to or if it is cancelled by you at a later date. All orders/contracts between you and us, for all Matrix services, will be registered to a single client account, with one account reference and subject to single combined invoice.

7.3 Unless otherwise agreed by us in writing, any discount specified on the Service Agreement shall only apply during the Initial Term, and shall not apply to subsequent Renewal Terms. Therefore, all Service Fees will automatically increase on commencement of the first Renewal Term and each anniversary thereafter, and such increase will be in an amount equivalent to 15% plus the average percentage increase in the Retail Price Index over the preceding 12 months (as determined by the Office for National Statistics).

7.4. Subject to 7.3, if the contract continues for further Renewal Terms then we shall be entitled to increase the Services Fees on each renewal by an amount equal to the average increase in the Retail Price Index over the preceding 12 months, as determined by the Office for National Statistics.

7.5 We shall be entitled to increase the Service Fee at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the Service caused by a third party supplier (including without limitation network, internet, phone operator underlying cost increases) or legal or regulatory change or increased direct support by Matrix Platinum Limited customer service team.

7.6 We may require you to pay a deposit and / or require you to procure that your parent company or related company guarantees the payment of any fees under the Service Agreement. You agree to enter into (and / or procure the execution of) any agreement or deed reasonably required for any such purpose.

7.7 All Service Fees due to us for call and data traffic routed via any IP address to be used with this service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on

the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.

7.8 Should any of your site configuration change following site survey and additional engineering time or equipment is required to fulfil the installation, to avoid the need for a rescheduled appointment, you agree to any additional works that may be carried out by our engineer up to a value of £500 without us seeking further confirmation from you. Should the value exceed £500 then we will only carry out this additional work on your written or email confirmation.

7.9 Where your Service Agreement specifies a UK call allowance and / or a UK Mobile call allowance you agree to the fair usage and exclusions that may be applicable at the time and are available on request. Any calls made which fall outside any call allowance will be charged in accordance with your call tariff, or where not specified in your call tariff at our standard tariff.

7.10 Where all your Hosted Services (including but not limited to user subscriptions, Equipment, data access, installation) are wrapped into a per user monthly rental and you subsequently cease any element of the Hosted Service you will remain liable for the full per user monthly rental for the remaining Initial Term or Renewal Term (as applicable) unless we have agreed otherwise with you in advance of entering into this Service Agreement. Where we may have agreed otherwise, your minimum liability will be the full cost of any installation, survey, set up, activation and Equipment, the costs for which we will confirm at the time.

7.11 Delay: Upon acceptance of the order by Matrix Platinum Ltd which includes Installation Services we shall endeavour to work around appropriate and preferred installation dates that will be most suitable for you, providing these are within three months of the initial order confirmation by you the client. Should for any reason installation dates wish to be delayed beyond the initial 3 months after the order confirmation by you the client, Matrix Platinum Limited reserve the right to commence the monthly rentals for the hosted service in addition to a nominal storage fee of no greater than £80 per month for storage of all ordered handsets that Matrix Platinum Limited may have taken delivery of to ensure and fix the agreed prices quoted at the time of order. Commencement of the rentals and other Services, and associated payments, will start no later than three months after the authorisation date of the Order by you unless the installation is completed before this time or a director of Matrix Platinum Ltd has expressly agreed otherwise in writing. For all other Services, no delay is permitted once an Order is signed and even if you do not accept performance or delivery of the Services or Equipment, all payments of associated Service Fees or Equipment Fees shall still apply as if the delay had not occurred and Matrix shall invoice accordingly.



7.12 We reserve the right to review our invoices and fees charged on a regular basis in order to identify any errors and ensure that any backdated charges we receive from third party suppliers related to your Services, are also invoiced to you accordingly. All such backdated charges and errors shall remain payable by you in accordance with this Service Agreement. If we identify an overpayment by you, we will issue a credit against your next monthly invoice.

7.13 Matrix Platinum Ltd reserves the right to charge daily interest on amounts outstanding under this Service Agreement for more than 14 days after the date of invoice until payment is received, at a rate equal to 2% per annum above the Bank of England base rate from time to time in force whether before or after judgement.

7.14 If you require a paper invoice there will be an additional monthly charge of £2.50.

7.15. If any hosted call diverts are applied, then these will be charged at £5.00 each.

7.16 You will be charged a £27.50 reconnection in the event of suspension of the Services, which we carry out due to non-payment by you under this Service Agreement.

7.17 You will be required to pay an administrative fee of £27.50 + VAT per incident for cancelled, dishonoured or failed Direct Debits or cheques.

7.18 A cancellation fee applies to all broadband circuit cancellations, this fee is £100.00.

7.19 At the end of Service Agreement if you wish to move the Services to an alternative supplier this may incur additional charges from our suppliers, as well as an additional administration charges applied by Matrix Platinum Ltd, both of which you will be required to pay.

## **8. SERVICE SUSPENSION**

8.1 By giving reasonable notice to you, or if this is not practicable, such notice as is reasonably practicable in the circumstances, we may suspend the Service (or any part of the Service) for reasons to include but not limited to:

- a) for operational reasons in accordance with the service levels, or
- b) if required because of a regulatory or legal change, or
- c) if we are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service, or
- d) if your use of the Service may damage or disrupt the proper functioning of the infrastructure and / or equipment used to provide services to our other Customers, or
- e) if we have reasonable grounds to believe that you are in breach of your obligations, and you either fail to remedy that breach or fail to demonstrate to our reasonable satisfaction that no breach took place within two (2) Working Days of written notice of

the suspected breach for a serious breach (serious breach to include, but not limited to, a breach likely to cause serious damage to us or our brand, or that of our contractors, or result in legal action by a third party) or within ten (10) Working Days of written notice of the suspected breach for other breach, or

f) if an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the due date, provided that we have followed the process set out in clause 8.3

8.2 Suspension of the Service shall cause our service level obligations to be excluded for the period of the suspension. Such suspension of the Service shall continue for as long as any of the circumstances in Clauses 8 continues or until we service written notice on you to terminate the contract.

8.3 Suspension Process for overdue invoices. Invoices are due 14 days from the date on the invoice. On the invoice due date (day 14), we will send you a payment reminder if any part of the invoice remains outstanding. If, after a further 7 days (day 21) we still have not received payment, we will send you a written notice that we will be suspending the services (Notice of Suspension) in 7 days (day 28), which will, if applicable, refer to all impacted contracts under your account which will be suspended. We will send a second Notice of Suspension 48 hours before we suspend the services (day 26). If we have not received a payment by the end of the notice period (day 28), services will be suspended. If after another 7 days (day 35), still no payment has been received, we will send you a written notice that we will be terminating the services (Notice of Termination) in 7 days if we still don't receive a payment, and at the end of that notice period all services will be terminated (day 42).

## 9. TERM AND TERMINATION

9.1 The contract is formed on the date the Service Agreement has been signed by the last signatory or you otherwise allow commencement of performance of the Services and once signed you may not terminate without cause. The Services duration (excluding Installation Services) will start on the Service Commencement Date and for multi Sites, is applicable on an individual Site by Site basis. The Service Agreement will then continue for the following initial term depending on which service option is selected (the **Initial**): Platinum Package Option is a five year term with premium network pricing, Gold Package Option is a three year term with standard network pricing, Silver Package Option is a two year term with standard network pricing. At the end of the Initial Term, the contract will automatically renew for subsequent periods of twelve (12) months (each a **Renewal Term**) on a rolling twelve (12) month basis unless you or us provide a minimum of ninety (90) days' written notice to terminate before the end of the Initial Term or then current Renewal Term. Such termination shall not take place earlier than the expiry of the Initial Term or Renewal Term.

9.2 Either party shall have the right, by giving written notice to the other party, to terminate the Agreement immediately if that other party:

a) commits any material breach of its obligations, other than non-payment of an invoice which shall be dealt with in accordance with clause 8.3, and fails to remedy that breach within twenty-eight (28) days of written notice of that breach. The twenty-eight (28) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the Service Agreement may be terminated by written notice immediately). , or

b) have a winding up petition presented, or enter into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or makes an arrangement with its creditors or petitions for an administration order, or has a receiver or manager appointed over any of its assets, or generally becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

9.3 We may terminate this Service Agreement or part thereof by giving 60 days' written notice to you provided. You may terminate the Service Agreement on 90 days' written notice, provided that such notice does not take effect until the end of the Initial Term or current Renewal Term as set out in clause 3. The Service Agreement may not be terminated in part, nor only some of the Services cancelled, without our prior written agreement.

9.4 Where the Service Agreement is terminated or otherwise brought to an end other than as permitted under these terms, all Service Fees for the remainder of the Initial Term or the Renewal Term (as applicable) shall become payable immediately.

9.5 **No cancellation rights.** Once signed, Order Forms cannot be cancelled by you. We have no responsibility for and you have no right to cancel the Services or terminate this Service Agreement in the event of a delay or failure in the Services caused by a third party, or that arises out of or in connection with your failure to comply with any of your obligations under the Service Agreement.

9.6 We shall have the right to terminate the Service Agreement immediately if required because of a regulatory or legal change or are required to do so by a direction of Ofcom.

9.7 Should you at any time attempt to cancel or terminate the Service Agreement, or any portion or Service thereof, except in accordance with its terms or we terminate the Service Agreement as a result of your breach, then (without prejudice to our other rights and remedies) no refunds will be given in respect of any charges paid in advance and we will be entitled to charge you an Early Termination Fee consisting of the whole of any Service Fees applicable for the remaining term of the Service Agreement, which would have been due and payable save for such early termination; and an amount being the greater of either (i) the estimated or minimum call charge set out in the Service Agreement as applicable for the remainder of the term; or (ii) the average monthly call charges for the previous three calendar months multiplied by the number of months remaining in the term, or where there is no such 3 month period, such amount as we reasonably determine based on usage data.

9.8 All Client data held by us will be deleted within 7 days of the date of termination of this Service Agreement.

## **10. LIABILITY**

10.1 We shall not be liable for any delay or failure in performing our obligations or failure to meet any dates under the Service Agreement caused by any circumstances beyond our reasonable control (such circumstances including, without limitation, any regulatory or legal change any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock out trade dispute or labour disturbances, any other act or omission of Government highways authorities, other public telecommunications operators or other competent authority , production or supply of services by subcontractors).

10.2 All warranties, conditions, obligations, or implied terms which are implied into the Service Agreement by statute, custom, or law are hereby excluded to the maximum extent permissible in law.

10.3 We do not exclude or limit our liability for death or personal injury caused by our negligence, and/or

a) breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.), and / or

b) breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods), and / or

c) fraudulent misrepresentation.

10.4 We shall not be liable to you for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data and / or perceived damage to reputation, special, indirect or consequential loss, costs, damages, Fees or expenses however arising under the Service Agreement.

10.5 We have no liability for any failure to meet the Required Date or for any failure to meet any service levels or to repair a fault within any given timeframe.

10.6 The overall Service may consist of elements not provided by Matrix Platinum Ltd (such as but not limited to access circuits, routers, installation) which affects the Service Demarcation Point. You agree that we shall not be responsible or liable for any element of the overall Service not provided by Matrix Platinum Ltd nor for any affect the non-Matrix Platinum Ltd elements may have on the Service.

10.7 In the event any telephone call recordings are deleted, lost or otherwise are no longer available to you, then we shall use our reasonable endeavours to restore such call recordings, if requested to do so by you. However, this shall be your sole and exclusive remedy in respect of such unavailable call recordings and you acknowledge

and agree that we are dependent on our third party mobile and phone operators to manage call recordings on our behalf and as such we make no guarantee as to the availability or recovery of call recordings.

10.8 Subject to clauses 10.1 to 10.7 inclusive, our liability in contract, tort (including negligence and breach of statutory duty) or otherwise in connection with this Service Agreement will be limited to an amount equal to 50% of the total Services Fees paid and payable (whether invoiced or not) to us under this Service Agreement during the 6 months immediately preceding the date on which the claim arose.

10.9 **Please Note.** If you are leaving an existing supplier and switching over to Matrix for the Services, then it is your responsibility to ensure that all existing services and contracts are cancelled. Whilst Matrix will provide reasonable assistance in supporting any switch over, we do not have oversight of your contracts and supplier arrangements, and therefore we exclude liability for any claims, costs or losses you may incur in respect of ceasing services with an existing supplier.

## 11. DEFINITIONS

These definitions apply to this:

“Acceptance” – acceptance by you that the Service has been completed successfully, in accordance with Clause 2.3.

“Equipment” – the preconfigured router, power over ethernet switches (POE), handsets or any other Equipment we may provide as part of the Service.

“Initial Term” – the initial term for the Service as determined in accordance with clause 9.1.

“Installation Fee” – the combined charge for the survey, equipment and the Installation Service, including excess construction charges, as specified on the Service Agreement or other amended documentation following site survey.

“Installation Service” – the work (if any) carried out by us or our subcontractor at each Site to enable you to receive the Service, normally carried out between 0900 and 1730 on a Working Day.

“Network(s)” – the Local Area Network, network equipment, computer systems, and local cable infrastructure, at the Sites, to which the Service will be connected.

“Order Form” – means the Order Form detailing the Services, Equipment, Fees and other applicable information and which incorporates these terms and conditions.

“Renewal Term” – the renewal period for the Services as determined in accordance with clause 9.1.

“Required Date” – the date you wish the Service to commence.

“Service Agreement” – our completed and signed Network Services Agreement Order form detailing the Services, Installation Services, and incorporating these terms.

“Service” – the services, as specified on the Service Agreement, and / or the customer requirements form detailing the Sites, Installation Service, Equipment, and Service, the related configuration, solution design, and setup of these, and any project documentation for the Installation Service.

“Service Commencement Date” – the commencement date as confirmed in the first invoice by Matrix (also referred to as Go Live)

“Service Demarcation Point” – the point(s) to which we will maintain the Service(s). The Service Demarcation Point will be based on the different components that make up the Service and how these are deployed. The Service Demarcation Point for the main Hosted service is typically identified as the connection between the access and the Hosted service, managed by our Session Boarder Controllers (SBCs) within the network. Where we have supplied the access with the Hosted Service, the point of demarcation will be the customer side port on the preconfigured Matrix Platinum Ltd supplied router. Where we provide the access and the Installation Service then the Demarcation Point will be the Matrix Platinum Ltd provided handset. In all cases Matrix Platinum Ltd will honour any manufacturer warranty on the handsets provided by Matrix Platinum Ltd.

“Service Fee” – monthly recurring fee for the Service which may be individual fees for individual Services or a combined fee covering multiple Services.

“Working Day” – any day falling on or between Monday to Friday, but excluding all English public and bank holidays. “You” – the entity which contracts with us.

“Working Hours” – between 9am and 5pm on Working Days.

“We” or “Us” – Matrix Platinum Ltd

“You” the customer.

### Small Business Customers

This notice applies to businesses and not for profit organisations for which no more than 10 individuals work (whether as employees, volunteers (except in relation to not-for-profit entities) or otherwise who receive telecommunication services regulated by Ofcom (“Eligible Customers”)

UK telecoms laws and regulations (such as the General Conditions of Entitlement (General Conditions) and Communications Act 2003) offer certain protections, some of which can be waived by Eligible Customers. The purpose of this notice is to inform you, as an Eligible Customer, of the rights which we are asking you to waive, so that you can make an informed decision before entering into your contract with us.

### Waived Rights

## Contract Summary and Information

Before Eligible Customers are bound to a contract for electronic communications services they have a right to receive:

1. Contract information setting out details of their rights, remedies and key contract terms. This information must be provided in a form such as email that allows the Eligible Customer to store it for future reference; and
2. A contract summary in the form prescribed by regulation (as found here <https://www.legislation.gov.uk/eur/2019/2243/annex>), which both form part of the agreement between the Eligible Customer and provider.

Whilst you will be waiving your rights in relation to the above, you can still find all of the relevant information on your order form, in our terms and conditions and on our website or ask your account manager.

## Term and Termination

Contracts should not have a minimum commitment period of longer than 24 months and should not be automatically extended where a customer purchases additional services under that contract unless they have provided express consent.

Before entering your contract with us please ensure you are happy with the length of your minimum commitment period and the conditions under which the term of your contract can be extended. If you have any questions relating to the duration and termination conditions for your contract please contact your account manager.

## Usage Notifications

Providers must notify Eligible Customers when a service which is billed on the basis of time or volume has been fully consumed. This notification must include information on any usage charges that the Eligible Customer will incur if they continue to use the relevant service.

Once you have fully consumed your allowance, you can speak to your account manager who can provide details of any charges that will apply to continued use of the relevant service.

## Bundles

Some of the rights which Eligible Customers have under the General Conditions, which usually apply only to communications services such as internet access and mobile, are extended to services such as software, equipment and content services (“Bundled Services”). This includes, for example:

- Including information on Bundled Services in contract summary and contract information documents;

- Allowing termination for all Bundled Services when a right of exit arises due to an amendment to the contract;
- Enabling termination of contracts for Bundled Services on 30 days' notice after the minimum term has ended;
- Providing information in relation to the migration of Bundled Services to other providers; and
- Limiting compensation payable in relation to Bundled Services where a contract is terminated before the end of the minimum term.

Whilst we are committed to protecting your rights in relation to the communications services we provide, waiving rights in relation to Bundled Services enables us to reflect the terms in our supplier contracts and offer you increased flexibility in how you purchase services from us.

If you do not wish to waive any of the above rights please speak to your account manager who will be able to discuss the impact this will have on your contract with us.

You can find full details of the General Conditions and the protections it contains for Small Business Customers here:

<https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-competition-regulation/general-conditions-of-entitlement>

## 9 Matrix Platinum Terms & Conditions

### **Telecommunications, Data Connectivity, OMNI, Internet Terms and Conditions**

These terms and conditions shall be incorporated into the Service Agreement with the customer as described below. **1. BASIS OF CONTRACT**

1.1 Any price in an Order Form provided by us, shall be deemed a quote and not an offer which is open for acceptance.

1.2 An Order Form will only be binding once first signed by you and then countersigned by us, including electronically or via our CRM. At which time a contract is formed and the Service Agreement shall come into effect that shall continue in force until such time as the Service Agreement is terminated in accordance with these terms.

1.3 These terms apply to the Service Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.



## The Services

1.4 In consideration of the full payment of all Fees payable under the Contract, we shall provide the Services to you in accordance with these terms and conditions, as well as any specification provided in the Order Form or other Service documentation made available.

## Changes to Order Form

1.5 All details specified on the Order Form and Service Agreement are based on information supplied by you and/or collected during a site survey (remote or onsite), and may be subject to amendment.

1.6 After signature of the Order Form, we and/or our subcontractors may conduct initial scoping or surveys to clarify whether the Service, Equipment, Installation Fee or Service Fee require amending in order to meet your requirements or the facts we determine during the scoping. We may also decide that some of the services will be leased to a third party in order to facilitate the chosen Services, once the initial scoping has taken place.

1.7 In the event that we propose a change in the Services and or Fees following the scoping, then you shall have the opportunity to agree to the changes or to continue with the Services as detailed in the Order Form. If the changes are agreed, we shall issue a new Order Form for signature covering the varied or additional Services, and Fee changes, which will vary the Service Agreement once signed. If you do not agree to the changes, the original Order Form will remain in place, but we have the right to terminate the Service Agreement immediately on notice to you if we deem, acting reasonably, that the Services are no longer viable to deliver as specified under the original Order Form.

1.8 If initial scoping is required, as provided for under clause 1.6, we will confirm to you when the Service will commence once scoping is complete.

1.9 We will use reasonable endeavours to meet any agreed times or dates, but time is not of the essence in respect of those times or dates and you acknowledge that all timeframes are estimates only and that service levels are target service levels only.

1.10 Throughout the provisioning process, we will need to communicate with named member(s) of your staff to arrange access to your premises. Any delays to these requests by you will delay Service Commencement Date and we will not be liable for any such delay.

1.11 To enable us to provide the Installation Service, you will:

a) prepare the Sites and your networks in accordance with our instructions. You are responsible, at your own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install equipment if they perceive a hazard or risk.

- b) provide us with full access to your Sites and networks and make available such office and technology facilities as may be necessary for us to provide the Service,
- c) provide a suitable operating environment for the equipment in accordance with the manufacturer's operating instructions
- d) promptly furnish us with such information and documents as we may reasonably require for the proper performance of the Services,
- e) obtain all third-party consents, licences and rights reasonably required in order to allow us or our subcontractor to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services,
- f) put in place adequate security and virus checking procedures in relation to any computer facilities to which you provide us with access, and
- g) take necessary steps to manage your network and internal infrastructure to prevent conflicts with the Hosted service that may result in fault or failure of the Hosted service.
- h) Any failure to do any of the things detailed in this clause 1.11 may result in the need to reschedule your installation and you may incur aborted visit charges and new appointment times and charges which will be subject to new lead times. Any failure to do any of the things detailed in this clause 1.11 which results in configuration issues on the Equipment may result in you being charged for any reconfiguration work or for replacement Equipment.

1.12 All Equipment provided by us will remain our property until paid for in full. Any fees for Equipment purchased will be split between a deposit payable on signature of the Order Form, with the remaining balance payable in one payment, following delivery of the Equipment. The deposit amount will be either (i) the percentage specified in the Order Form, or (ii) shall be 50% if not specified. Where Equipment is provided on loan free of charge as part of a monthly Service Fee or is not paid for in full, we reserve the right to request return of the Equipment at your cost at the end of any agreed contract period. You agree to return such Equipment to us on expiry or termination of your contract for any reason. All Equipment must be returned in good condition, and we reserve the right to charge a replacement fee at current market rates for any Equipment or part of the Equipment that does not pass our inspection on its return.

1.13 We reserve the right not to provide the Service to any Site and to withdraw our provisional acceptance of an order for reasons including, but not limited to:

- a) the distance between a Site and our point of presence or its underlying service provider if the customer does not accept an alternative suitable data connection.
- b) if a site survey finds that a site is not suitable for the provision of the Service,

c) if you do not agree to pay any excess construction charges or any other charges reasonably levied by us in addition to the charges initially proposed.

1.14 We or our nominated subcontractor will install the Service and will perform a series of commissioning tests to ensure that the configured Service is functioning correctly. On successful conclusion of the tests the Service will be deemed to be ready for use and we shall be entitled to invoice you for such Service from this date.

1.15 Provision of the Service may be subject to the completion of a satisfactory site survey(s) by us or our subcontractor. You acknowledge that it will be necessary for us or our subcontractor to visit the installation Site or Sites to conduct such survey(s) and for the purposes of installation.

1.16 Where an appointment is made for us or our subcontractor to visit your Site, including for the purposes of a site survey or for installation and the visit cannot be successfully completed due to:

- a) the inability of us or our subcontractor, through no fault of our / their own, to complete the work,
- b) the inability of us or our subcontractor to gain access to the site or sites or any part thereof which is necessary for the work,
- c) the appointment is broken by you,
- d) your failure to prepare the site in accordance with 1.8 or any other preparatory instructions we may have given you, or
- e) any other reason where we or our subcontractor are not at fault

we will charge you with our standard aborted visit charge which may be applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead-times and will be confirmed to you at the time.

1.17 Unless otherwise agreed in writing between the parties, you must agree an appointment for installation at a Site within 14 days of notification by us of our preferred installation date. In the event that you do not agree such an appointment, the appointment will be deemed to have been fixed for our preferred installation date unless a revised Required Date is subsequently agreed. Installation work for Services will be carried during our Working Hours unless otherwise agreed. If you request for installation to occur outside of normal Working Hours, then it will be at our discretion whether to accept such request and, if accepted, you will be required to pay our standard charges for out of hours work.

1.18 If your Hosted Service includes our Ethernet or Assured access then, unless you have ordered an installation of the router, it is your responsibility to install the router at the Site or Sites where this is required and neither we nor our subcontractor shall bear any liability for any delay your failure to install may cause.

1.19 We will maintain your Service to the Service Demarcation Point.

1.20 Where we agree you may use/supply your own router for any part of the Service then you agree that all responsibility and liability for such equipment remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by equipment not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result. Use of your own router(s) will affect the Demarcation Point of the Service.

1.21 We do not issue any IP address to be used with this Service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. We reserve the right to withdraw or change this address if for any reason the address ceases to be available.

1.22 If you request and we agree to upgrade your bandwidth of the underlying access then additional charges will apply and we will advise you of these at the time.

1.23 The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances you should use a separate line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.

1.24 Up to 2,000 minutes per subscription per month of calls to 01, 02 and 03 are free, the number of calls to 03 must not exceed 15% of the total number of calls made by the user. In the event the subscription cap is exceeded all further calls made will be charged at 40p per minute. In the event the proportion of 03 numbers exceeds 15% in any month, then all 03 calls in excess of this threshold will be charged a 40p per minute.

1.25 Up to 2,000 minutes per subscription per month of calls to UK mobiles (FM1, FM3, FM4, FM5 and FM6) are free. A threshold is applied at company level not at the level of the individual subscriptions, where these conditions are exceeded the calls will be rated at your IP rates.

1.26 Each call recording subscription contains an amount of inclusive minutes or monthly retention period that can be stored as listed on the Matrix247 agreement.

1.27 Porting of numbers in or out is chargeable as per clause 3.9.

1.28 The service includes a charge for fraud monitoring and line care, which is added automatically when a service is made live. These services can be opted out of with 30 days notice.

1.29 Where we agree that you may use your existing or other new access circuits (including but not limited to broadband, Ethernet, leased line etc) not provided by us then it is your responsibility to ensure such access meets the necessary requirements and functionality as defined by Matrix Platinum Ltd . Your failure to meet such requirements and functionality may result in quality and set up issues or may mean the Hosted Service will not work. Where we do not provide the access, you agree that all responsibility and liability for such access remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by access not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result. Use of your own access will affect the Demarcation Point of the Service.

1.30 Where we agree that you may use a third party to install the Service then you agree to indemnify us from any direct or indirect claims or losses, financial or otherwise, that you may incur as a result of such installation by a third party. Use of a third party installer will affect the Demarcation Point of the Service.

1.31 At the end of each Working Day, if requested by us, you agree to sign off for the work carried out that day by us or our subcontractor. In the absence of an authorised representative then you agree that our sign off shall have equivalent effect as if you had signed it off. Where we provide you with any of the user based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc) and you have not allocated these features to a user then we reserve the right to recover such unallocated features from your account. You can replace these features or add additional features at any time.

1.32 We will send you an annual notification of which phone numbers are allocated to you and under which contract/service agreement, if you have more than one contract with us.

1.33 If you are a new customer purchasing our broadband services, or an existing customer that has either changed your broadband service, agreed to a new minimum period for your broadband service or re-contracted your existing broadband service, then if your broadband speed falls below the minimum guaranteed download speed and we have not remedied this within 30 days of you notifying us of this issue, or if we cannot fix the problem, we will notify you of your right to cancel this agreement immediately without the payment of an early disconnection fee. You need to give us that cancellation notice within 30 days of us notifying you. In exceptional circumstances (for example where you cancel engineer visits or miss appointments) we may extend the 30 days remedy period but we will always discuss this with you beforehand.

Minimum guaranteed download speed the minimum guaranteed download speed is 50% of the advertised speed of our service on the date that you placed the order, and is set out in the speeds table in your service agreement.

## **2. ACCEPTANCE**

2.1 We will notify you when the Installation Service has been completed. You will inspect and test the Service for the purpose of Acceptance (“Acceptance Testing”). During Acceptance Testing, you may notify us by email, telephone or fax of any material non-conformity of the Service.

2.2 To the extent that such non-conformities will have, in our opinion, a material detrimental effect on the Service, we will use our reasonable endeavours to remedy such non-conformities.

2.3 Acceptance shall be on an individual site by site basis and shall take place on the earlier of:

a) your written confirmation to us or our subcontractor that the Acceptance Testing has been completed,

b) where you have not notified us under Clause 2.2, two (2) Working Days from the date of our notification to you that the Installation Service has been completed, or

c) where you have notified us under Clause 2.2 of material nonconformities, five (5) Working Days from the date on which the notified non-conformities were remedied, or immediately upon our demonstration that the notified non-conformities will not, in our opinion, have a detrimental effect on the Service.

2.4 Any additional time incurred by us remedying nonconformities notified by you under Clause 2.2 above shall, at our sole discretion, be reflected in corresponding extensions to the affected timescales in the project plan (if any). Any additional time incurred by us investigating any notified non-conformities which later are found not to exist, will be charged to you as a professional service on a time and materials basis in accordance with our then current standard rates.

## **3. YOUR OBLIGATIONS**

3.1 You will be responsible for procuring any third party consents that may be required by us (and/or our subcontractors) to provide the Installation Service and/or the Service, including, for example, landlord consents, wayleave consents and access consents. You will be responsible for the costs of procuring any such third party consents.

3.2 You will be responsible for providing named contacts (and any replacement contact(s)) and ensuring that they have the appropriate level of authority to make decisions relating to the Installation Service and the Service.

3.3 Where any part of the Service is a professional service to be provided at a Site, you will ensure that our staff and contractors have a safe place to work, and you will notify

us (and our contractors where applicable) of any health and safety rules which apply to that Site. We will use our reasonable endeavours to ensure that our staff and contractors comply with such rules when working on your premises.

3.4 You will:

- a) perform all your obligations under the contract,
- b) follow our reasonable instructions,
- c) provide us with up-to-date information, cooperation, support, and access, at your cost, to enable us to perform our obligations under the contract,
- d) provide us with access to premises, information technology, and telecommunications facilities (including full remote access), at your cost, to enable us to perform our obligations under the Contract,
- e) supply on an ongoing basis, at your cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be defined following the site survey required to receive the Installation Service and the Service, and
- f) keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice, and
- g) ensure you have all necessary infrastructure, systems and equipment as necessary to allow us to deliver and perform the contracted services,
- h) ensure all phone numbers are available for switching (as applicable) and provide details of all phone numbers promptly on requests from us, and
- i) comply with and maintain compliance with all such laws and regulations that relate to their provision of telecommunications and other products or services supplied by us.

3.5 You will not allow any unauthorised user or any third party to access or use the Equipment and / or the Service, and shall take all reasonable security precautions to avoid such unauthorised access or use, and / or add to, modify, or interfere with in any way, the Equipment and / or the Service.

3.6 The Services permits you to upload music files for the music on hold feature. You agree to obtain any necessary licences and consents as may be required and agree to indemnify us from any direct or indirect claims where you fail to do so.

3.7 You have no right to cancel the Services or terminate the agreement for a delay that is a direct result of your failure to comply with your obligations under this agreement. Furthermore, if we are delayed in commencing the Services by your breach of obligations under this Service agreement, the applicable fees will remain payable in accordance with clause 7.11 (Delay).

3.8 If you purchase a new Service off us with the intention of replacing or upgrading an existing Service with Matrix Platinum Ltd, then we shall contact you following the

implementation of the new Service to confirm whether you would like the designated replaced Service to cease. However, please note, that we will not cancel the replaced Service without your written confirmation and you may continue to be charged for it until you provide such confirmation. This is to ensure there are no gaps in your Services and infrastructure, and it is your responsibility to ensure that confirmation is provided. You can refer to a recent invoice for information of all current Services, to assist with any review, or otherwise please contact us.

3.9 You accept that you do not own the number(s) provided to you and that you have no right to sell or to agree to transfer the number(s) provided. However, you have a right to request to migrate the numbers to another provider subject to your contractual obligations contained in this Service Agreement being met, and also subject to paying an administration charge of £125.00 per number which is to be migrated or ported to another provider. We have certain obligations in respect of the switching process (whether or not that also includes telephone number migration or ‘porting’), and compensation for you may be available if those obligations are not met (see our website and/or OFCOM website at [www.ofcom.org.uk](http://www.ofcom.org.uk) for further details).

#### **4. YOUR USE OF THE SERVICE**

4.1 You will not use the Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant’s legal jurisdiction) (“Laws”). You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that the Service (or its use) infringes any Laws.

4.2 You warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the Service will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe the intellectual property rights of Matrix Platinum Ltd or any third party. You will indemnify and keep us fully indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this Clause 4.2.

4.3 You agree that:

- a) all Equipment will be housed in accordance with our or our subcontractors’ instructions,
- b) Equipment shall be kept at your premises and stationary at all times,
- c) you will not add, modify, relocate, reconfigure or in any way interfere with the Equipment,



- d) you will not cause the Equipment to be removed, repaired, serviced or otherwise attended to except by our authorised representative,
- e) you will not remove, tamper with or obliterate any words or labels from the Equipment of any parts thereof,
- f) you will not use the Equipment except in accordance with such written instructions as may be notified by us or our subcontractor from time to time,
- g) you will not use any Equipment not approved in writing by us,
- h) if you have use of our online portal then you are responsible for maintaining all in life changes. We shall endeavour to maintain (but do not guarantee) access to such account 24 hours in every day of the year and we shall not be liable for any losses caused by any restrictions in such access. You agree to pay our standard charges applicable at the time where you request us to make changes on your behalf.

## **5. EQUIPMENT**

5.1 Replacement of faulty Equipment is dependent upon the warranty offered by the relevant manufacturer. If an additional engineer visit is required to assess or replace faulty Equipment, then this will be chargeable to you and will be arranged within usual Working Hours. We will provide assistance to you in dealing with manufacturers, but we will accept no liability in respect of any defect or breakdown of Equipment or any losses, financial or otherwise, as a direct result of such defect or breakdown.

5.2 Save as expressly provided by this Clause 5 we do not give any warranty condition or undertaking as to the state of such Equipment other than that the configuration work will be performed correctly.

5.3 All handsets are provided with the Hosted settings pre-configured, so that they will only work in relation to the Services purchased from Matrix Platinum Ltd. We do not offer a service to unlock handsets or remove these settings during or at the end of your contract. Where the handsets and routers are provided free this equipment remains the property of Matrix Platinum Ltd and must be returned in good working order to Matrix Platinum Ltd at the customers expense when the contract is terminated otherwise Matrix Platinum Ltd will charge and the customer will pay for the equipment not returned. Where the equipment is provided at an incentive price the customer must have a minimum three year contract term otherwise normal RRP charges could be applied at the end of the shorter term agreement.

5.4 Title to any Equipment supplied by us without separate charge as part of this service shall remain with Matrix Platinum Ltd. You shall not sell or otherwise dispose of any Equipment to which we retain title nor charge the same as security or do any other thing which transfers or purports to transfer title in the equipment to any other party. Notwithstanding the above, title to all intellectual property rights to the configuration of the Hosted Service, including the Equipment, is and shall remain at all times the

property of Matrix Platinum Ltd. All Equipment supplied by us must be returned to us in good condition on the expiry or termination of this agreement for whatever reasons, and we reserve the right to charge a replacement fee at current market rates for any Equipment or part of the Equipment that does not pass our inspection on its return.

## **6. RISK AND WARRANTY**

6.1 On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you.

6.2 For a minimum period of thirty (30) days from delivery, if any Equipment materially fails to comply with the manufacturer's specifications (a "defect"), you will immediately notify us of such defect, and we will investigate such defect. If we agree that the Equipment has a defect, we will replace the Equipment.

6.3 Where we agree you may provide your own equipment at the outset or as a replacement, you will, at your own cost, be responsible for repairing, maintaining, and replacing any equipment that no longer operates in accordance with its manufacturer's specifications. Where you replace the Equipment, the replacement shall be equivalent to the original's functionality and performance, and approved by us in writing. You will be responsible, at your own cost, for reconfiguring any replacement of the Equipment to the same or equivalent configuration as the original (if agreed by the parties, such reconfiguration work may be provided by us as a professional service at our then current standard rates), and installing such reconfigured replacement in place of the original.

6.4 Any impact on the Service caused by substandard performance or non-availability of the Equipment under Clauses 6.2 or 6.3 shall be excluded from our obligations under the Service Agreement, and such exclusion shall continue for as long as any of the circumstances in Clauses 6.2 or 6.3 continue.

6.5 In the event you require Matrix Platinum Ltd to send an engineer to your site to assist with any issues with Equipment or related Services and if, on attendance, it becomes clear, in our reasonable opinion, that such site attendance is unnecessary or is due to Equipment damage caused by you, your improper use or other breach of your obligations under this Service Agreement, then we reserve the right to charge you for such engineer site visit at our standard rates.

6.6 In the event we are required to remove Equipment from your premises, then we will ensure such removal of services are performed with reasonable skill and care. Please note, save for damage caused by our negligence, we shall not be obliged to make good your premises or property in the event of removal of Equipment.

## **7. FEES AND PAYMENT**

7.1 All pricing will be indicative only and is not binding until confirmed by us. The pricing given is valid at the point of quote, but it can only be confirmed after the site survey.

Additional charges, such as but not limited to, excess construction charges, may be applied, following the site survey. All prices are quoted are exclusive of VAT. Prices are valid for 30 days only.

7.2 Following Acceptance, you must pay the Service Fee monthly in advance, the Installation Fee upfront and any usage fees, if applicable, monthly in arrears. Any fees for Equipment purchased will be split between a deposit payable on signature of the Order Form, with the remaining balance payable in one payment, following delivery of the Equipment. The deposit amount will be either (i) the percentage specified in the Order Form, or (ii) shall be 50% if not specified. If specified on the Service Agreement, you may pay the Installation Fee monthly in advance in lieu of the upfront fee. You agree to let us take these payments by Direct Debit and there will be an additional fee payable of £7.50 per month if this is not agreed to or if it is cancelled by you at a later date. All orders/contracts between you and us, for all Matrix services, will be registered to a single client account, with one account reference and subject to single combined invoice.

7.3 Unless otherwise agreed by us in writing, any discount specified on the Service Agreement shall only apply during the Initial Term, and shall not apply to subsequent Renewal Terms. Therefore, all Service Fees will automatically increase on commencement of the first Renewal Term and each anniversary thereafter, and such increase will be in an amount equivalent to 15% plus the average percentage increase in the Retail Price Index over the preceding 12 months (as determined by the Office for National Statistics).

7.4. Subject to 7.3, if the contract continues for further Renewal Terms then we shall be entitled to increase the Services Fees on each renewal by an amount equal to the average increase in the Retail Price Index over the preceding 12 months, as determined by the Office for National Statistics.

7.5 We shall be entitled to increase the Service Fee at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the Service caused by a third party supplier (including without limitation network, internet, phone operator underlying cost increases) or legal or regulatory change or increased direct support by Matrix Platinum Limited customer service team.

7.6 We may require you to pay a deposit and / or require you to procure that your parent company or related company guarantees the payment of any fees under the Service Agreement. You agree to enter into (and / or procure the execution of) any agreement or deed reasonably required for any such purpose.

7.7 All Service Fees due to us for call and data traffic routed via any IP address to be used with this service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on

the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.

7.8 Should any of your site configuration change following site survey and additional engineering time or equipment is required to fulfil the installation, to avoid the need for a rescheduled appointment, you agree to any additional works that may be carried out by our engineer up to a value of £500 without us seeking further confirmation from you. Should the value exceed £500 then we will only carry out this additional work on your written or email confirmation.

7.9 Where your Service Agreement specifies a UK call allowance and / or a UK Mobile call allowance you agree to the fair usage and exclusions that may be applicable at the time and are available on request. Any calls made which fall outside any call allowance will be charged in accordance with your call tariff, or where not specified in your call tariff at our standard tariff.

7.10 Where all your Hosted Services (including but not limited to user subscriptions, Equipment, data access, installation) are wrapped into a per user monthly rental and you subsequently cease any element of the Hosted Service you will remain liable for the full per user monthly rental for the remaining Initial Term or Renewal Term (as applicable) unless we have agreed otherwise with you in advance of entering into this Service Agreement. Where we may have agreed otherwise, your minimum liability will be the full cost of any installation, survey, set up, activation and Equipment, the costs for which we will confirm at the time.

7.11 Delay: Upon acceptance of the order by Matrix Platinum Ltd which includes Installation Services we shall endeavour to work around appropriate and preferred installation dates that will be most suitable for you, providing these are within three months of the initial order confirmation by you the client. Should for any reason installation dates wish to be delayed beyond the initial 3 months after the order confirmation by you the client, Matrix Platinum Limited reserve the right to commence the monthly rentals for the hosted service in addition to a nominal storage fee of no greater than £80 per month for storage of all ordered handsets that Matrix Platinum Limited may have taken delivery of to ensure and fix the agreed prices quoted at the time of order. Commencement of the rentals and other Services, and associated payments, will start no later than three months after the authorisation date of the Order by you unless the installation is completed before this time or a director of Matrix Platinum Ltd has expressly agreed otherwise in writing. For all other Services, no delay is permitted once an Order is signed and even if you do not accept performance or delivery of the Services or Equipment, all payments of associated Service Fees or Equipment Fees shall still apply as if the delay had not occurred and Matrix shall invoice accordingly.

7.12 We reserve the right to review our invoices and fees charged on a regular basis in order to identify any errors and ensure that any backdated charges we receive from third party suppliers related to your Services, are also invoiced to you accordingly. All such backdated charges and errors shall remain payable by you in accordance with this Service Agreement. If we identify an overpayment by you, we will issue a credit against your next monthly invoice.

7.13 Matrix Platinum Ltd reserves the right to charge daily interest on amounts outstanding under this Service Agreement for more than 14 days after the date of invoice until payment is received, at a rate equal to 2% per annum above the Bank of England base rate from time to time in force whether before or after judgement.

7.14 If you require a paper invoice there will be an additional monthly charge of £2.50.

7.15. If any hosted call diverts are applied, then these will be charged at £5.00 each.

7.16 You will be charged a £27.50 reconnection in the event of suspension of the Services, which we carry out due to non-payment by you under this Service Agreement.

7.17 You will be required to pay an administrative fee of £27.50 + VAT per incident for cancelled, dishonoured or failed Direct Debits or cheques.

7.18 A cancellation fee applies to all broadband circuit cancellations, this fee is £100.00.

7.19 At the end of Service Agreement if you wish to move the Services to an alternative supplier this may incur additional charges from our suppliers, as well as an additional administration charges applied by Matrix Platinum Ltd, both of which you will be required to pay.

## **8. SERVICE SUSPENSION**

8.1 By giving reasonable notice to you, or if this is not practicable, such notice as is reasonably practicable in the circumstances, we may suspend the Service (or any part of the Service) for reasons to include but not limited to:

- a) for operational reasons in accordance with the service levels, or
- b) if required because of a regulatory or legal change, or
- c) if we are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service, or
- d) if your use of the Service may damage or disrupt the proper functioning of the infrastructure and / or equipment used to provide services to our other Customers, or
- e) if we have reasonable grounds to believe that you are in breach of your obligations, and you either fail to remedy that breach or fail to demonstrate to our reasonable satisfaction that no breach took place within two (2) Working Days of written notice of

the suspected breach for a serious breach (serious breach to include, but not limited to, a breach likely to cause serious damage to us or our brand, or that of our contractors, or result in legal action by a third party) or within ten (10) Working Days of written notice of the suspected breach for other breach, or

f) if an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the due date, provided that we have followed the process set out in clause 8.3

8.2 Suspension of the Service shall cause our service level obligations to be excluded for the period of the suspension. Such suspension of the Service shall continue for as long as any of the circumstances in Clauses 8 continues or until we service written notice on you to terminate the contract.

8.3 Suspension Process for overdue invoices. Invoices are due 14 days from the date on the invoice. On the invoice due date (day 14), we will send you a payment reminder if any part of the invoice remains outstanding. If, after a further 7 days (day 21) we still have not received payment, we will send you a written notice that we will be suspending the services (Notice of Suspension) in 7 days (day 28), which will, if applicable, refer to all impacted contracts under your account which will be suspended. We will send a second Notice of Suspension 48 hours before we suspend the services (day 26). If we have not received a payment by the end of the notice period (day 28), services will be suspended. If after another 7 days (day 35), still no payment has been received, we will send you a written notice that we will be terminating the services (Notice of Termination) in 7 days if we still don't receive a payment, and at the end of that notice period all services will be terminated (day 42).

## 9. TERM AND TERMINATION

9.1 The contract is formed on the date the Service Agreement has been signed by the last signatory or you otherwise allow commencement of performance of the Services and once signed you may not terminate without cause. The Services duration (excluding Installation Services) will start on the Service Commencement Date and for multi Sites, is applicable on an individual Site by Site basis. The Service Agreement will then continue for the following initial term depending on which service option is selected (the **Initial**): Platinum Package Option is a five year term with premium network pricing, Gold Package Option is a three year term with standard network pricing, Silver Package Option is a two year term with standard network pricing. At the end of the Initial Term, the contract will automatically renew for subsequent periods of twelve (12) months (each a **Renewal Term**) on a rolling twelve (12) month basis unless you or us provide a minimum of ninety (90) days' written notice to terminate before the end of the Initial Term or then current Renewal Term. Such termination shall not take place earlier than the expiry of the Initial Term or Renewal Term.

9.2 Either party shall have the right, by giving written notice to the other party, to terminate the Agreement immediately if that other party:

a) commits any material breach of its obligations, other than non-payment of an invoice which shall be dealt with in accordance with clause 8.3, and fails to remedy that breach within twenty-eight (28) days of written notice of that breach. The twenty-eight (28) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the Service Agreement may be terminated by written notice immediately). , or

b) have a winding up petition presented, or enter into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or makes an arrangement with its creditors or petitions for an administration order, or has a receiver or manager appointed over any of its assets, or generally becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

9.3 We may terminate this Service Agreement or part thereof by giving 60 days' written notice to you provided. You may terminate the Service Agreement on 90 days' written notice, provided that such notice does not take effect until the end of the Initial Term or current Renewal Term as set out in clause 3. The Service Agreement may not be terminated in part, nor only some of the Services cancelled, without our prior written agreement.

9.4 Where the Service Agreement is terminated or otherwise brought to an end other than as permitted under these terms, all Service Fees for the remainder of the Initial Term or the Renewal Term (as applicable) shall become payable immediately.

9.5 **No cancellation rights.** Once signed, Order Forms cannot be cancelled by you. We have no responsibility for and you have no right to cancel the Services or terminate this Service Agreement in the event of a delay or failure in the Services caused by a third party, or that arises out of or in connection with your failure to comply with any of your obligations under the Service Agreement.

9.6 We shall have the right to terminate the Service Agreement immediately if required because of a regulatory or legal change or are required to do so by a direction of Ofcom.

9.7 Should you at any time attempt to cancel or terminate the Service Agreement, or any portion or Service thereof, except in accordance with its terms or we terminate the Service Agreement as a result of your breach, then (without prejudice to our other rights and remedies) no refunds will be given in respect of any charges paid in advance and we will be entitled to charge you an Early Termination Fee consisting of the whole of any Service Fees applicable for the remaining term of the Service Agreement, which would have been due and payable save for such early termination; and an amount being the greater of either (i) the estimated or minimum call charge set out in the Service Agreement as applicable for the remainder of the term; or (ii) the average monthly call charges for the previous three calendar months multiplied by the number of months remaining in the term, or where there is no such 3 month period, such amount as we reasonably determine based on usage data.

9.8 All Client data held by us will be deleted within 7 days of the date of termination of this Service Agreement.

## **10. LIABILITY**

10.1 We shall not be liable for any delay or failure in performing our obligations or failure to meet any dates under the Service Agreement caused by any circumstances beyond our reasonable control (such circumstances including, without limitation, any regulatory or legal change any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock out trade dispute or labour disturbances, any other act or omission of Government highways authorities, other public telecommunications operators or other competent authority , production or supply of services by subcontractors).

10.2 All warranties, conditions, obligations, or implied terms which are implied into the Service Agreement by statute, custom, or law are hereby excluded to the maximum extent permissible in law.

10.3 We do not exclude or limit our liability for death or personal injury caused by our negligence, and/or

a) breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.), and / or

b) breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods), and / or

c) fraudulent misrepresentation.

10.4 We shall not be liable to you for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data and / or perceived damage to reputation, special, indirect or consequential loss, costs, damages, Fees or expenses however arising under the Service Agreement.

10.5 We have no liability for any failure to meet the Required Date or for any failure to meet any service levels or to repair a fault within any given timeframe.

10.6 The overall Service may consist of elements not provided by Matrix Platinum Ltd (such as but not limited to access circuits, routers, installation) which affects the Service Demarcation Point. You agree that we shall not be responsible or liable for any element of the overall Service not provided by Matrix Platinum Ltd nor for any affect the non-Matrix Platinum Ltd elements may have on the Service.

10.7 In the event any telephone call recordings are deleted, lost or otherwise not available to you, then we shall use our reasonable endeavours to restore such call recordings, if requested to do so by you. However, this shall be your sole and exclusive remedy in respect of such unavailable call recordings and you acknowledge and agree



that we are dependent on our third party mobile and phone operators to manage call recordings on our behalf and as such we make no guarantee as to the availability or recovery of call recordings.

10.8 Subject to clauses 10.1 to 10.7 inclusive, our liability in contract, tort (including negligence and breach of statutory duty) or otherwise in connection with this Service Agreement will be limited to an amount equal to 50% of the total Services Fees paid and payable (whether invoiced or not) to us under this Service Agreement during the 6 months immediately preceding the date on which the claim arose.

10.9 **Please Note.** If you are leaving an existing supplier and switching over to Matrix for the Services, then it is your responsibility to ensure that all existing services and contracts are cancelled. Whilst Matrix will provide reasonable assistance in supporting any switch over, we do not have oversight of your contracts and supplier arrangements, and therefore we exclude liability for any claims, costs or losses you may incur in respect of ceasing services with an existing supplier.

10.10 Anti-Bribery: For the purposes of this clause the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.

(a) Each party shall ensure that it and each person referred to in clauses 10.10(a)(i) to 10.10(iii) (inclusive) does not, by any act or omission, place the other party in breach of any Bribery Laws. Each party shall comply with all applicable Bribery Laws in connection with the performance of this Contract, ensure that it has in place adequate procedures to prevent any breach of this clause and ensure that:

(i) all of its personnel and all direct and indirect subcontractors of it;

(ii) all others associated with it; and

(iii) each person employed by or acting for or on behalf of any of those persons persons referred to in clauses 10.10(a)(i) and/or 10.10(a)(ii), involved in connection with this Contract, so comply. (b) Without limitation, each party shall not in connection with the performance of this Contract make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf. (c) A party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause.

10.11 Modern Slavery: Each party undertakes, warrants and represents that:

(a) neither it nor any of its officers, employees, agents or subcontractors has:

- (i) committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or
  - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
  - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015;
- (c) it shall notify the other party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of the breaching party's obligations.

## **11. DEFINITIONS**

These definitions apply to this:

“Acceptance” – acceptance by you that the Service has been completed successfully, in accordance with Clause 2.3.

“Equipment” – the preconfigured router, power over ethernet switches (POE), handsets or any other Equipment we may provide as part of the Service.

“Initial Term” – the initial term for the Service as determined in accordance with clause 9.1.

“Installation Fee” – the combined charge for the survey, equipment and the Installation Service, including excess construction charges, as specified on the Service Agreement or other amended documentation following site survey.

“Installation Service” – the work (if any) carried out by us or our subcontractor at each Site to enable you to receive the Service, normally carried out between 0900 and 1730 on a Working Day.

“Network(s)” – the Local Area Network, network equipment, computer systems, and local cable infrastructure, at the Sites, to which the Service will be connected.

“Order Form” – means the Order Form detailing the Services, Equipment, Fees and other applicable information and which incorporates these terms and conditions.

“Renewal Term” – the renewal period for the Services as determined in accordance with clause 9.1.

“Required Date” – the date you wish the Service to commence.

“Service Agreement” – our completed and signed Network Services Agreement Order form detailing the Services, Installation Services, and incorporating these terms.

“Service” – the services, as specified on the Service Agreement, and / or the customer requirements form detailing the Sites, Installation Service, Equipment, and Service, the related configuration, solution design, and setup of these, and any project documentation for the Installation Service.

“Service Commencement Date” – the commencement date as confirmed in the first invoice by Matrix (also referred to as Go Live)

“Service Demarcation Point” – the point(s) to which we will maintain the Service(s). The Service Demarcation Point will be based on the different components that make up the Service and how these are deployed. The Service Demarcation Point for the main Hosted service is typically identified as the connection between the access and the Hosted service, managed by our Session Boarder Controllers (SBCs) within the network. Where we have supplied the access with the Hosted Service, the point of demarcation will be the customer side port on the preconfigured Matrix Platinum Ltd supplied router. Where we provide the access and the Installation Service then the Demarcation Point will be the Matrix Platinum Ltd provided handset. In all cases Matrix Platinum Ltd will honour any manufacturer warranty on the handsets provided by Matrix Platinum Ltd.

“Service Fee” – monthly recurring fee for the Service which may be individual fees for individual Services or a combined fee covering multiple Services.

“Working Day” – any day falling on or between Monday to Friday, but excluding all English public and bank holidays. “You” – the entity which contracts with us.

“Working Hours” – between 9am and 5pm on Working Days.

“We” or “Us” – Matrix Platinum Ltd

“You” the customer.

## **10 Matrix Telecom Maintenance Terms & Conditions**

### **OPERATIVE PROVISIONS**

#### 1. Interpretation

1.1 In this agreement unless the context otherwise requires: Additional Charges means the charges to be calculated by the Company on a time and materials basis at its then prevailing rates in respect of the provision of Excepted Services pursuant to Clause 6 below. “Commencement Date” means the date set out overleaf upon which this

agreement shall commence. "The Company" means Matrix Telecom Maintenance Ltd, a company incorporated in England under number 02546825, whose registered address at the time being Matrix House, Kingsway, Haslingden, Lancashire, BB4 4QJ. "The Customer" means the individual, firm, company, or other body named overleaf. "Equipment" means the equipment and description and location of which are shown overleaf. "Force Majeure" means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action). "Liability" means any liability arising by reason of any representation, or any breach of any implied term or any duty at common law, or under any statute, or under any express terms of this Agreement. "Location" means the location of the Equipment shown in Schedule 1 or any other location agreed from time to time between the parties. "Loss" means, in relation to the Customers, any loss (whether loss or profit or otherwise), damages, costs or other compensation and any legal or other expenses which is or awarded against or incurred by or paid or agreed to be paid in settlement of any claim by the Customer, however the same may arise and whether occasioned by the negligence of the Contractor, its employees or agents or otherwise. "Normal Business Hours" means the hours of 0900 to 1700 on any working Day (excluding Bank and Public holidays) unless otherwise varied in accordance with clause 5.2. "Maintenance Charges" means the aggregate annual charge for the maintenance services calculated in accordance with clause 3.1 below and set out overleaf. "Maintenance Services" means the provision of Preventative Maintenance, Curative Maintenance and Mandatory Engineering Charges as defined in Clause 4 below.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation. "Place of Use" means that part of the Customer's premises at the Site where the Equipment is installed and operated. "Site" means the Customer's address specified overleaf.

## 2. Company Undertaking

In consideration of the payment by the Customer from time to time of the maintenance charges in accordance with Clause 3 below the Company undertakes to provide the Maintenance Services in respect of the Equipment upon the terms and conditions of this Agreement.

## 3. Maintenance Charges

3.1 The annual maintenance charge at the date hereof in respect of each Item of equipment shall be set out overleaf. The aggregate of such annual maintenance charges shall constitute the Maintenance Charges for the purposes of this agreement.

3.2 The Company shall be entitled to vary the Maintenance Charges during the period of the contract for any additional items purchased by the customer.

3.3 The Maintenance Charge will be increased annually to cover the cost of inflation, the percentage increase will be determined by the Company.

3.4 The Maintenance shall include the travel accommodation and subsistence expenses of the Company's employees (including the cost of time spent travelling) incurred in the provision of the Maintenance Services.

3.5 The Maintenance charges shall not include the cost of any Excepted Services.

3.6 The Maintenance Charges shall be levied by the Company annually in advance, with the exception of additional items which will be invoiced in date of purchase.

Maintenance charges shall be payable by the Customer on or before date of commencement with the exception of additional items which is payable on receipt of invoice.

3.7 If the Customer fails to pay on the due date any amount which is payable to the Company pursuant to this Agreement then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

3.7.1 suspend the performance of all or any of its obligations under this agreement until payment is made in full;

3.7.2 to charge the Customer in respect of the late payment of any Maintenance Charges due under this Agreement (as well as before judgement) at the rate of eight percent per annum above the base rate from time to time of Barclays Bank plc from the due date therefore until payment

3.7.3 appropriate any payment made to the Customer to such of the Services of Goods supplied under any other contract between the Customer and Company, as the Company may think fit (notwithstanding any purported appropriation by the Customer).

3.8 If you require a paper invoice there will be a monthly fee of £2.20.

3.9 Any call diverts will be charged at £5.00 each.

3.10 Any requests for porting fees will be charged at £125 each.

3.11 The Subscriber (You) will be charged a £27.50 reconnection fee made necessary by suspension of the Services carried out by MATRIX PLATINUM LIMITED due to non-payment.

3.12 The Subscriber (You) may be required to pay a fee of £27.50 + VAT per incident for cancelled, dishonoured or failed Direct Debits or cheques.

#### 4. Maintenance Services

4.1 Maintenance Services shall comprise the provision by the Company of Preventative Maintenance, Curative Maintenance, and Mandatory Engineering Charges (as respectively defined in clauses 4.2, 4.3 and 4.4 below) in respect of each item of Equipment at the Place of Use.

4.2 Preventative Maintenance shall comprise: the routine inspection and testing (by attendance on Site or remotely) by the Company of each item of Equipment in accordance with the Company's recommendations therefore; and the carrying out by the Company of such repairs replacement of parts cleaning lubrication or adjustment to each item of Equipment as the company shall judge necessary as a result of said inspection and testing.

4.3 Curative Maintenance shall comprise:

4.3.1 upon receipt of a request from a Customer the inspection testing and diagnosing (by attendance on Site or remotely) by the Company of any fault reported in an item of Equipment; and

4.3.2 the carrying out by the company of such repairs replacement of parts cleaning lubrication or adjustments as the Company shall judge necessary to remedy the said fault.

4.3.3 Faulty Goods requiring return to the Company must be clearly labelled by the Customer and returned by recorded delivery.

4.4 Mandatory Engineering Changes shall comprise the implementation if such mandatory alterations adjustments additions or modifications to the Equipment as the company shall from time to time prescribe.

## 5. Times for Maintenance Services

5.1 Curative Maintenance will be provided upon request by the Customer during Normal Business Hours. The Company will use its reasonable endeavours to respond to a request for Curative Maintenance as soon as is reasonable practicable.

5.2 Preventative Maintenance and Mandatory Engineering Changes will be provided at such times during Normal Business Hours as shall from time to time be agreed between the Company and the Customer.

## 6. Excepted Services

The Maintenance Services shall not include:

6.1.1 the correction of any fault due to:

6.1.1.1 the Customer's failure to maintain a suitable environment for the Equipment at the Place of use in accordance with the Company's written specifications therefore including without limitation failure to maintain a constant power supply air conditioning or humidity control;

6.1.1.2 the customer's neglect or misuse of the Equipment or its failure to operate the Equipment in accordance with the Company's instruction manuals or for the purposes for which it was designed;

6.1.1.3 the alteration modification or maintenance of the Equipment by any other party other than the Company without the Company's prior consent;

6.1.1.4 the transportation or relocation of the Equipment save where the same has been performed by or under the direction of the Company;

6.1.1.5 the use of defective or inappropriate supplies within the Equipment

6.1.1.6 any defect of error in any software used upon or in association with the Equipment;

6.1.1.7 any accident or disaster affecting the Equipment Including without limitation fire, flood, water, lightning, transportation, vandalism or burglary; or

6.1.1.8 the Customer's failure inability or refusal to afford the Company's personnel proper access to the Equipment;

6.1.2 the painting or the refinishing of the Equipment;

6.1.3 the relocation or transportation of the Equipment;

6.1.4 electrical work external to the Equipment;

6.1.5 the provision of supplies for use in association with the Equipment

6.1.6 with the exception of Mandatory Engineering Changes any modification or alteration or attachment to the Equipment or removal of the same.

6.2 The Company shall upon by request by the Customer provide all or any of the Excepted Services referred to in Clause 6.1 above but shall be entitled to charge for the same by levying Additional Charges in the manner described in clause 6.5 below.

6.3 Where the Customer requires the Company to provide Maintenance Services outside Normal Business Hours as defined at Clause 5.1 above, and where the Company agrees to do so, the Company will be entitled to levy Additional Charges.

6.4 Without prejudice to clause 6.2 or 6.3 above the Company shall be entitled to levy Additional Charges in the manner described in clause 6.5 below if Maintenance Services are provided in circumstances where any reasonably skilled and competent data processing operator would have judged the Customer's request to have been unnecessary.

6.5 Additional Charges shall be levied by the Company and shall be payable by the Customer on receipt of an invoice therefore.

## 7. Spare Parts and Replacements

7.1 The Company shall use reasonable endeavours to supply spare parts and replacement components required to maintain the Equipment in working order and no extra charge will be made for their supply. If the Equipment is damaged otherwise than by fair wear and tear (the Company's decision as to whether this has occurred is final

and binding on the Customer), the Company reserves the right to charge the Customer for supplying the same.

7.2 The Company reserves the right to supply new second-hand or reconditioned replacement parts in the performance of its duties hereunder.

7.3 Spare parts and replacement components supplied by the Company shall become part of the Equipment and any parts and components removed from it shall become the Company's property, unless otherwise agreed in writing between the parties.

7.4 The customer shall ensure that any equipment to be returned for replacement via postage or courier is packaged securely and returned by recorded delivery at the customer's expense. Fault equipment must be returned by the customer and in the company's possession before any replacement can be delivered.

7.5 If the Company determines that it is necessary to move the Equipment or any part of the Equipment from the Location in order to carry out repairs, and as a consequence a significant part of the Customer's operations are affected, the Customer shall use reasonable endeavours to supply on loan to the Customer equivalent equipment while the Equipment or the part in question is being repaired.

## 8. Customer Obligations

8.1 The Customer shall;

8.1.1 at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment;

8.1.2 not move the Equipment from the Location without obtaining the prior written consent of the company;

8.1.3 use the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment as may be issued by the manufacturer of the Equipment or as may from time to time be advised in writing by the Company; and

8.1.4 not allow any person other than the Company's representatives to adjust, maintain, repair, replace or re move any part of the Equipment.

8.2 The Customer shall ensure that that the Company's representatives have full and free access to the Equipment and to records of its use kept by the Customer to enable the Company to perform its duties.

8.3 The Customer shall provide the Company with such information concerning the Equipment, its application, use, location and environment as the Company may reasonably request to enable it to carry out its duties.



8.4 The Customer shall take all steps as may be necessary to protect the health and safety of the Company's employees agents and subcontractors while on any premises of the Customer.

8.5 The Customer shall provide the Company with access to public telephone lines and any other services to enable the Company to perform the duties.

8.6 The Customer will indemnify the Company in respect of any loss or damage arising to apparatus which is delivered to or installed at the location by the Company's representative, and undertakes to return the said apparatus to the Company on demand.

## 9. Liability

9.1 The Company shall have no liability to the Customer for any direct or indirect special or consequential Loss of the Customer arising out of or in connection with the provision of any goods or services pursuant to this Agreement (except in respect of death or personal injury resulting from negligence) and the total liability of the Company for any other Loss of the Customer so arising in any year of this Agreement in respect of any one event or series of connected events shall not exceed the charges payable by the Customer for the Maintenance Service for that year.

## 10. Force Majeure

10.1 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

10.2 Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of the obligation shall be extended accordingly.

## 11. Duration and Termination

11.1 This Agreement shall come into force on the Commencement Date stated overleaf and, subject to clauses 11.2 and 11.3, shall continue in force for an initial period of five years from that date and thereafter unless or until terminated by either party giving to the other at any time not less than three months prior written notice of termination by recorded delivery expiring at the end of that initial period or at the end of any subsequent period of twelve months.

11.1.2 Written notices must be sent by Recorded Delivery.

11.2 Notwithstanding clause 11.1, the Company shall be entitled to terminate this agreement forthwith by notice to the Customer in the following circumstances:

11.2.1 If any of the Equipment can no longer be maintained in working order by the provision of replacement spare parts or the whole of the Equipment is damaged beyond economic repair otherwise than through the Company's fault (as to whether either of which events has occurred, the Company's decision shall be final and binding on the Customer) and may terminate in respect of the whole or any part of the Equipment which can no longer be maintained, in which case the Company shall repay to the Customer a fair proportion of any charges for the Company's services which have been paid in advance by the Customer; or

11.2.2 if any sum payable under this Agreement is not paid on the due date.

11.3 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if;

11.4 For the purposes of clause 11.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

11.5 Any waiver by either party of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

11.6 The rights to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other branch.

11.7 Upon the termination of this Agreement for any reason subject as otherwise provided in this Agreement, and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

11.8 Should the customer wish to terminate the contract prior to the formal end date then an early termination fee will be charged, this will be calculated by the cost of the annual support fee at the time of termination multiplied by the number of years of the remainder of the term

## 12. Nature of Agreement

12.1 The Company shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any other company which at the relevant time is its holding company or subsidiary (as defined in section 736 of the Companies Act 1985) or the subsidiary of any such holding company and any act or omission of any such company shall for the purposes of this Agreement be deemed to be the act or omission of the Company.

12.2 Subject to the Customer's consent (which shall not be unreasonably withheld) the Company shall be entitled to carry out its obligations under this Agreement through any agents or sub-contractors appointed by it in its absolute discretion.

12.3 Except as provided in clauses 12.1 and 12.2, this Agreement is personal to the parties, and neither of them may, without the written consent of the other, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or subcontract or otherwise delegate any of its obligations under this Agreement.

12.4 Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.

12.5 This Agreement contains the entire agreement between the parties with respect to its subject matters, supersedes all previous agreements and understanding between the parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

12.6 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of or rely on any representation warranty or other provision except as expressly provided in this Agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

12.7 If any provision in this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.

12.8 This Agreement shall be governed by and construed in all respects in accordance with the laws of England.

### 13. Notices

13.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent by recorded delivery to the other party at the address referred to in clause 13.3.

13.2 Any notice or other information given by post under clause 13.3 which is not returned to the sender undelivered shall be deemed to have been given on the fifth day after the envelope containing the same was posted; and proof that the envelope containing any such notice or information was properly addressed, and sent by prepaid post, and that it has not been returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

13.4 Service of any legal proceedings concerning or arising out of this Agreement shall be affected by causing the same to be delivered by the company secretary of the party

to be severed at its registered office, or to such other address as may be notified by the party concerned in writing from time to time.

#### 14. VAT

Save in so far as otherwise expressly provided all amounts stated in this Agreement are exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefore.

## 11 Matrix247 Data Processing Addendum (DPA)

Keeping your business connected

### 1. Definitions

- Business Purposes: the services to be provided by Matrix Platinum Limited (**Matrix**) to the Client as described in the contract between Matrix and the Client (the '**Contract**', being subject to one of Telecommunications & Internet Terms and Conditions; Hosted Terms and Conditions; Mobile Terms and Conditions) and any other purpose specifically identified in ANNEX A to this DPA.
- Data Protection Legislation: all applicable data protection laws in the UK including the UK GDPR and Data Protection Act 2018, the Privacy in Electronic Communications Regulations and any other applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data as amended, replaced or updated from time to time and the terms "Controller", "Processor", "Personal Data" and "Processing" shall have the meanings given in the Data Protection Act 2018.
- EEA: the European Economic Area.
- Master Agreement: The IT Service Agreement between the Client and Matrix 247 (the Parties) subject to *Matrix 247 IT Products and Services-Standard Terms and Conditions*.
- UK GDPR: has the meaning given to it in the DPA 2018.

Other defined terms have the meaning given in the Master Agreement.

2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This DPA is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

3. The parties acknowledge that for the purposes of the Data Protection Legislation, if Matrix247 processes Personal Data on behalf of the Client in performance of services under the Contract, the Client is the Controller and Matrix247 is the Processor. Annex A (as well as any additional specifics contained in an Order, if applicable) will set out the scope, nature and purpose of processing by Matrix247, the duration of the processing and the types of Personal Data and categories of Data Subject.

4. Without prejudice to the generality of paragraph 2, the Client will ensure that it has all necessary appropriate lawful bases, consents and notices in place to enable lawful transfer of the Personal Data to Matrix247 for the duration and purposes of the Contract.

5. Without prejudice to the generality of paragraph 2, Matrix247 shall, in relation to any Personal Data processed in connection with the performance by Matrix247 of its obligations under a Contract:

a) process that Personal Data only on the basis of this DPA and/or documented written instructions of the Client unless Matrix247 is required by applicable laws to otherwise process that Personal Data;

b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

d) not transfer any Personal Data outside of the UK (or the EEA for as long as it has an adequacy decision from the UK Government) unless the following conditions are fulfilled:

(i) the Client or Matrix247 has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) Matrix247 complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iiii) Matrix247 complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and

consultations with supervisory authorities or regulators;  
(f) notify the Client without undue delay on becoming aware of a Personal Data Breach;  
(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required or permitted by law to store the Personal Data; and  
(h) maintain complete and accurate records and information to demonstrate its compliance with this DPA.

6. Matrix is authorised to engage third parties as set out in ANNEX A to process Personal Data on behalf of the Client, each, an (“Authorised Sub-Processor“). Matrix will notify the Client of any changes or additions to the Authorised Sub Processors.. Matrix will ensure that there is in place a written contract between the Processor and the Authorised Sub-Processor that specifies the Authorised Sub-Processor’s processing activities and imposes on the Authorised Sub- Processor equivalent terms as those imposed on the Processor in this DPA. As between the Client and Matrix247, Matrix247 shall remain fully liable for all acts or omissions of any Authorised Sub-Processor.

## **ANNEX A Personal Data processing purposes and details**

### **A.1. Purpose**

The purpose of the data processing under the DPA is the provision of the services by Matrix pursuant to the Contract. This includes processing as further instructed by the Client in its use of the services and as necessary to supply, maintain and support the services.

### **A.2. Nature of Processing**

In providing the services to the Client under the Contract, Matrix will process such personal data as required to perform the contracted services and as reasonably directed by the Client. In particular, this relates to the delivery of hosted IT, telecommunications and mobile device services, including managed IT and communication channels between the end clients of the Client and representatives and/ or employees of the Client.

### **A.3. The processing includes the following types of personal data about data subjects:**

In providing the services to the Client under the Contract, Matrix will process such personal data as required to perform the contracted services and as reasonable directed by the Client.

#### **Personal Data related to end users:**

First and Last name

- Contact information (email, phone, address)
- Personal identification number (Used for identification and authentication)

- Electronic Communications Metadata (information connected to communications e.g. location (geo positioning data if service enabled), time of call, numbers called)
- Electronic Communications Data (encompass any information concerning the content transmitted or exchanged e.g. webchat transcript, voice recording/transcript, SMS transcript, email content and attachments)
- Digital identity verification data (depending on provider of trust services) IP-address, make and version of mobile phone or computer, geo location at the time electronic identification (eID authentication) is used).
- Profile data related to access and use of hosted systems, devices and telecommunications.

**Personal data related to agents:**

Name

- Title, Position, and Organisation
- Contact information (company, email, phone, physical business address)
- Work role, skills & experience
- Data related to scheduling and reporting
- Employee ID or another identifier
- Electronic Communications Metadata (information connected to communications e.g. location data (IP Address), time of call, numbers called)
- Electronic Communications Data (encompass any information concerning the content transmitted or exchanged e.g. webchat transcript, voice recording/transcript, SMS transcript, email content and attachments)
- Profile data related to access and use of hosted systems, devices and telecommunications.
- Usernames and passwords

**A.4. Processing includes the following categories of data subject:**

- End users (users of hosted IT systems, mobile devices or telecommunications services provided through the services)
- Agents (employees or any other representatives of the Customer acting on behalf of the Customer)

**A.5. Duration of Processing**

The processing shall take place for the duration of the Contract

### Approved Sub-processors:

Subprocessor	Purpose and Description	Processing Location
Boost.ai	Chatbot framework	Ireland (AWS)
Microsoft Corporation	Matrix247 delivers the Services from Microsoft Azure as a hosting provider to Matrix247	UK
Amazon Web Services	Ticketing is hosted in AWS.	EU (AWS)
Gamma Telecom Ltd	IP Telephony	UK
The Giacom Group	Communication Services	UK
Wildix UK Limited	Communication Services	UK
BT Openreach	Communication Services	UK
Puzzel Ltd	Communication Services	UK
Invosys Ltd	Communication Services	UK
Talk Talk Business	Communication Services	UK
Voiceflex	Communication Services	UK
Eset	Anti Virus Protection	UK
Focus Group	Communication Services	UK
EvaluAgent	Contact Centre Software	UK

## 12 Privacy and Cookie Policy

**Matrix Platinum Limited** understands that your privacy is important to you and that you care about how your information is used and shared online. We respect and value the privacy of everyone who visits Our Site and will only collect and use information in ways that are useful to you and in a manner consistent with your rights and Our obligations under the law.

This Policy applies to Our use of any and all data collected by us in relation to your use of Our Site. Please read this Privacy Policy carefully and ensure that you understand it. **Your acceptance of Our Privacy Policy is deemed to occur upon your first use of Our Site.** If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.



## 1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

<b>“Account”</b>	means an account required to access and/or use certain areas and features of Our Site;
<b>“Cookie”</b>	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in section 12, below;
<b>“Our Site”</b>	means this website, <b>www.matrix247.com</b>
<b>“UK and EU Cookie Law”</b>	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011 and 2015; and
<b>“We/Us/Our”</b>	means <b>Matrix Platinum Limited</b> , a limited company registered in England under 03215922, whose registered address is <b>Matrix House, Kingsway, Haslingden, BB4 4QJ</b> and whose main trading address is <b>Matrix House, Kingsway, Haslingden, BB4 4QJ</b> .

## 2. Information About Us

Our Site, [www.matrix247.com](http://www.matrix247.com), is Matrix247 operated by Matrix Platinum Limited, a limited company registered in England under Company Number 03875632, whose registered address is **Focus House, Ham Road, Shoreham-by-Sea, West Sussex, BN43 6PA** Our data protection officer is **Andy Hanson** who can be contacted at [andy.hanson@focusgroup.co.uk](mailto:andy.hanson@focusgroup.co.uk)

## 3. Scope – What Does This Policy Cover?

This Privacy Policy applies only to your use of Our Site. It does not extend to any websites that are linked to from Our Site (whether We provide those links or whether they are shared by other users). We have no control over how your data is collected, stored or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

## 4. What Data Do We Collect?

Some data will be collected automatically by Our Site **[(for further details, please see section 12 on Our use of Cookies.** Other data will only be collected if you voluntarily submit it and consent to Us using it for the purposes set out in section 5, for example, when signing up for an Account. Depending upon your use of Our Site, We may collect some or all of the following data:

- **Name;**
- **Business/Company name**
- **Job Title;**
- **Contact information such as email address and telephone number;**
- **Demographic information such as post code**
- **IP address automatically collected);**
- **Web browser type and version (automatically collected);]**
- **Operating system (automatically collected);]**
- **A list of URLs starting with a referring site, your activity on Our Site, and the site you exit to (automatically collected);**

## **5. How Do We Use Your Data?**

- All personal data is stored securely in accordance with the EU [General Data Protection Regulation \(Regulation \(EU\) 2016/679\)](#) (GDPR). For more details on security see section 6, below.
- We use your data to provide the best possible services to you. This includes:
  - **Providing and managing your Account;**
  - **Providing and managing your access to Our Site;**
  - **Personalising and tailoring your experience on Our Site;**
  - **Supplying Our products and services to you;**
  - **Personalising and tailoring Our products and services for you;**
  - **Responding to communications from you;**
  - **Supplying you with email e.g. newsletters, alerts etc. that you have subscribed to you may unsubscribe or opt-out at any time by updating your preferences;**
  - **Analysing your use of Our Site and gathering feedback to enable Us to continually improve Our Site and your user experience;**

- In some cases, the collection of data may be a statutory or contractual requirement, and We will be limited in the [products and] services We can provide you without your consent for Us to be able to use such data.
- With your permission and/or where permitted by law, We may also use your data for marketing purposes which may include contacting you by **email AND/OR telephone AND/OR [post]** with information, news and offers on Our **products AND/OR services**. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended in 2004, 2011 and 2015.
- Under GDPR we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:
  1. you have given consent to the processing of your personal data for one or more specific purposes;
  2. processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;
  3. processing is necessary for compliance with a legal obligation to which we are subject;
  4. processing is necessary to protect the vital interests of you or of another natural person;
  5. processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or
  6. processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

## **6. How and Where Do We Store Your Data?**

We only keep your data for as long as We need to in order to use it as described above in section 5, and/or for as long as We have your permission to keep it. In any event, We will conduct an **annual** review to ascertain whether we need to keep your data. Your data will be deleted if we no longer need it in accordance with the terms of our Data Retention Policy.

- Data security is of great importance to Us, and to protect your data We have put in place suitable physical, electronic and managerial procedures to safeguard and secure data collected through Our Site.
- Steps We take to secure and protect your data include:
  - **Your data is held in secure cloud based systems**
  - **We use a variety of security software to protect our systems**
- Notwithstanding the security measures that We take, it is important to remember that the transmission of data via the internet may not be completely secure and that you are advised to take suitable precautions when transmitting to Us data via the internet.

## **7. Do We Share Your Data?**

- We may contract with third parties to supply [products and] services to you on Our behalf. These may include payment processing, delivery of goods, search engine facilities, advertising and marketing. In some cases, the third parties may require access to some or all of your data. Where any of your data is required for such a purpose, We will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, Our obligations, and the obligations of the third party under the law.
- **We may compile statistics about the use of Our Site including data on traffic, usage patterns, user numbers, sales and other information. All such data will be anonymised and will not include any personally identifying information. We may from time to time share such data with third parties such as prospective investors, affiliates, partners and advertisers. Data will only be shared and used within the bounds of the law.**
- In certain circumstances We may be legally required to share certain data held by Us, which may include your personal information, for example, where We are involved in legal proceedings, where We are complying with the requirements of legislation, a court order, or a governmental authority. We do not require any further consent from you in order to share your data in such circumstances and will comply as required with any legally binding request that is made of Us.

## **8. What Happens If Our Business Changes Hands?**

- We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Data provided by

users will, where it is relevant to any part of Our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use the data for the purposes for which it was originally collected by Us.

- In the event that any of your data is to be transferred in such a manner, you will be contacted in advance and informed of the changes.

## 9. How Can You Control Your Data?

- When you submit information via Our Site, you may be given options to restrict Our use of your data. We aim to give you strong controls on Our use of your data (including the ability to opt-out of receiving emails from Us which you may do by unsubscribing using the links provided in Our emails.
- You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

## 10. Your Right to Withhold Information and Your Right to Withdraw Information After You Have Given it

- You may access **all areas of** Our Site without providing any data at all. **However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.**
- You may restrict your internet browser’s use of Cookies. For more information, see section 12.
- You may withdraw your consent for Us to use your personal data as set out in section 5 at any time by contacting Us using the details set out in section 15, and We will delete Your data from Our systems. However, you acknowledge this may limit Our ability to provide the best possible **products and** services to you.

## 11. How Can You Access Your Data?

You have the legal right to ask for a copy of any of your personal data held by Us (where such data is held). Please contact Us for more details at [customerservices@matrix247.com](mailto:customerservices@matrix247.com) or using the contact details below in section 14.

## **12. Cookies**

**Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our [products and] services. By using Our Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. We use third party Cookies on Our Site for web site traffic analysis. In addition, Our Site uses analytics services provided by Google analytics service provider(s), which also use Cookies. Website analytics refers to a set of tools used to collect and analyse usage statistics, enabling Us to better understand how people use Our Site.**

## **13. Summary of Your Rights under GDPR**

Under the GDPR, you have:

- the right to request access to, deletion of or correction of, your personal data held by Us;
- the right to complain to a supervisory authority;
- be informed of what data processing is taking place;
- the right to restrict processing;
- the right to data portability;
- object to processing of your personal data;
- rights with respect to automated decision-making and profiling (see section 14 below).

To enforce any of the foregoing rights or if you have any other questions about Our Site or this Privacy Policy, please contact Us using the details set out in section 15 below.

## **14. Automated Decision-Making and Profiling**

14.1 In the event that We use personal data for the purposes of automated decision-making and those decisions have a legal (or similarly significant effect) on You, You have the right to challenge to such decisions under GDPR, requesting human

intervention, expressing their own point of view, and obtaining an explanation of the decision from Us.

14.2 The right described in section 14.1 does not apply in the following circumstances:

1. The decision is necessary for the entry into, or performance of, a contract between the You and Us;
  2. The decision is authorised by law; or
  3. You have given you explicit consent.
- Where We use your personal data for profiling purposes, the following shall apply:
    1. Clear information explaining the profiling will be provided, including its significance and the likely consequences;
    2. Appropriate mathematical or statistical procedures will be used;
    3. Technical and organisational measures necessary to minimise the risk of errors and to enable such errors to be easily corrected shall be implemented; and
    4. All personal data processed for profiling purposes shall be secured in order to prevent discriminatory effects arising out of profiling.

## **15. Contacting Us**

If you have any questions about Our Site or this Privacy Policy, please contact Us by email at [customerservices@matrix247.com](mailto:customerservices@matrix247.com), by telephone on 0345 3620 247, or by post at Matrix247, Matrix House, Kingsway, Haslingden, Lancashire, BB4 4QJ. Please ensure that your query is clear, particularly if it is a request for information about the data We hold about you (as under section 11, above).

## **16. Changes to Our Privacy Policy**

We may change this Privacy Policy as we may deem necessary from time to time, or as may be required by law. Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

# 13 Product & Software Terms

These Product & Software apply along with the Matrix IT Hosted Terms and Conditions (**General Terms**) to the extent we provide Software and Products to you under the Contract.

## 1. Product and Software licensing

1.1 Your use of any third-party software supplied under the Contract (whether as a Product, Project or otherwise) is governed by the licence terms of that software (“3rd Party Licence”) and you warrant and undertake to at all times comply with those licence terms (available on request from Matrix). Where there is any conflict between the Contract and a 3rd Party Licence, the 3rd Party Licence will prevail.

1.2 You shall at all times indemnify us in full against all losses, claims, damages, costs and expenses of any nature, arising from your (including any employees, agents or third parties acting on your behalf) failure to comply with the terms of any 3rd Party Licence.

1.3 You acknowledge that the only warranties in relation to third party software are those contained in the 3rd Party Licence, and that to the extent that any of such warranties are given to us, we will pass on the benefit of such warranties to you. We cannot guarantee the integrity, reliability or functionality of any third-party software that we provide to you.

1.4 Your use of Products and software which are proprietary to us is governed by and not limited to the following licence terms:

1.4.1 the Products is licensed to you and not sold;

1.4.2 you are granted a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Products during the Initial Period and any Extension Period;

1.4.3 you must not: (ii) make more copies of the software than specified in the Contract or allowed by applicable law; (ii) rent, lease, lend or publish the software; (iv) use it for commercial software hosting services;

1.4.4 we reserve all other rights in respect of the Products.

1.5 Unless we expressly agree to provide licensing management services, you are responsible for maintaining and purchasing additional software licences, if required. This includes Client Access Licences (CALs) and other necessary licences as per manufacturers’ requirements.

1.6 You may terminate Product and Software licences by way of written notice:

1.6.1 at the end of the Initial Period by giving no less than 90 days’ notice, such notice to expire on or before the last date of the Initial Period; or

1.6.2 as otherwise specifically provided for in the Agreement.



1.7 If you do not give notice in accordance with paragraph 1.6.1 (Product and Software Terms), the licence terms of Products shall automatically renew for subsequent, consecutive periods each of the same duration as the Initial Period (each an “Extension Period”).

1.8 You may terminate Products and Software licences on the expiry of an Extension Period by giving at least 90 days’ written notice, such notice to expire on or before the last date of the Extension Period. If notice is not provided, then the Products shall extend for additional Extension Periods in accordance with paragraph 1.7 above.

1.9 You may terminate Support and Products in whole or part in the event we fail to achieve 3 or more Service Levels per month for any consecutive 3 month rolling period.

## **2. Product access and use**

2.1 Client Materials processed and stored via our Products are hosted by our third-party hosting provider and we do not warrant that all or any data will be recoverable in the event of data loss. We will use reasonable endeavours to recover data. Estimated recovery times are between 1-48 hours; however, this can significantly increase for larger datasets.

2.2 You acknowledge and agree that our Products only operate as a file and folder level backup only and do not store complete server images. Our Products are not suitable as a sole backup solution for the purposes of disaster recovery and business continuity and we hereby exclude our liability for any losses arising from your reliance on our Products as such.

2.3 You acknowledge the files and folders that are backed up are chosen by you during the Project Scope and when the Products are configured. We will consult with you on the Client Materials and other files which are to be backed up, and following this will setup the backup and send a confirmation email. After this email has been sent the Products service will begin seeding data and this process may take an extended period of time depending on available network bandwidth and internet bandwidth. Our Products should not be considered to be in place until we have provided you with written confirmation of this.

2.4 You are responsible for:

2.4.1 making us aware of any changes to your folder structure, whether folders are moved, added or renamed, as these changes can prevent those folders from being backed up;

2.4.2 maintaining the speed and availability of your internet connection. Issues with internet connectivity may hinder and/or prevent the successful completion of data backups;

2.5 If your Remote Vault or other datacentre backup exceeds the agreed limits specified on the Order Form, we shall be entitled to increase the Product Fees.

Any increase in the Product Fees will be calculated in accordance with the pricing on the Order Form or on a pro rata basis.

### 3. New Users/Workstations

3.1 If you want to add new Users or remove existing Users from a Product or Software licence, you must notify us by submitting the relevant request form no less than five Working Days in advance.

3.2 The Product Fees for any new Users or workstations will be automatically included in the On-Premise Fees, on the existing rate or pro rata as applicable, from the date we receive the request form pursuant to paragraph 3.1, at our standard rate (unless otherwise agreed in writing).

3.3 If you wish to reduce User numbers then such reduction may be available, but will be in accordance with the Product types and volumes already agreed in the Order Form. If a reduction of Users is not anticipated in the Order Form, then such reduction will only be possible with our consent.

3.4 Any change in User numbers shall apply for the remainder of Initial Period or Extension Period as applicable, and thereafter if renewed.

## 14 Project Terms

These Project Terms apply along with the Matrix IT Hosted Terms and Conditions (**General Terms**) to the extent we provide Project services to you under the Contract.

### 1. Projects

1.1 Professional Fees shall be fixed once a final Project Scope is agreed pursuant to clause 4 of the General Terms, subject to:

1.1.1 Errors and omissions of the Client being corrected;

1.1.2 Any changes in Project Scope or Services requested by you and which result in additional Services or time and materials being required, in such instance we shall inform you in advance before incurring;

1.1.3 Unavoidable increases in the cost to us of bought third party Software, Hardware, items, services or materials which shall be passed through as incurred and evidenced on request; and

1.1.4 Your existing System, IT Infrastructure and other technology being fully “installation ready”, defined as (but not limited to) the infrastructure being capable in performance, stability and available bandwidth or connectivity to be able to carry out the required Project Scope within the estimated timeframe, and without any

configurations that obstruct the ability to pursue a Matrix247 standard or industry best practice process for completion of scoped works and Services.

1.2 Unless otherwise stated on the Order Form, the payment terms for the Project shall be as follows:

1.2.1 Projects under £5,000 (incl. VAT) in value may be invoiced in full in advance prior to delivery of any Services and/or related to a Project.

1.2.2 Projects over £5,000 (incl. VAT) in value, the Fees shall be paid as follows: 50% of all Fees (excluding Hardware Fees) will be invoiced on Contract formation and payable prior to Project Start Date; 40% of all Fees (excluding Hardware Fees) will be invoiced on completion of Project; 10% of all Fees (excluding Hardware Fees) will be invoiced 30 days after Project completion; and all Hardware Fees will be invoiced on Contract formation;

1.2.3 If Fees related to a Project, or any portion of them, have been agreed in an Order Form to be amortised across the Initial Period of related Products, then such payments will be taken by Direct Debit on a monthly basis in the amounts specified in the Order Form; and

1.2.4 Any payment to be made as a Direct Debit will be taken in the month following the month in which the invoice is sent, or if by BACS transfer within 30 days of the date of invoice.

1.3 We shall be entitled to charge for all work that we carry out for a TMO Audit, as detailed in the Order Form or charged at our standard hourly rate if not specified.

1.4 Quotes for labour associated with Projects, whether provided on a time and materials basis or not, are based on an eight-hour Working Day (8.30-5.00pm) and applying our standard hourly rate. We shall be entitled to charge a surcharge on our standard hourly rate for any Project to be provided outside of normal working hours.

1.5 Any dates quoted for provision of a Project are approximate only and the scheduling of our personnel to perform the Project is subject to availability.

1.6 Save for any volume scaling provisions in Appendices A and D, once purchased, Product and Software licences, and any Hardware, may not be cancelled or refunded for any reason.

1.7 In the event you terminate a Project other than as permitted under the General Terms you will remain liable to pay the applicable Professional Fees, as well as any other unpaid proportion of Fees which have been agreed to be amortised across the Initial Period of Products, as per paragraph 1.2.3 of these Project Terms.

1.8 For Projects, all Professional Fees will be invoiced in 15-minute increments following the initial minimum increment of 1 hour.

## 2. Onboarding/Implementation

2.1 Both parties agree to comply with the onboarding process set out in the Project Scope.

2.2 If we carry out a TMO Audit you:

2.2.1 Shall provide us with all reasonable assistance and access to System and premises to carry out the TMO Audit;

2.2.2 Warrant and represent that any information provided to us pursuant to that TMO Audit is, as far as you are aware, accurate and complete.

### 3. Acceptance Testing

3.1 For the avoidance of doubt, this section 3 applies only in respect of Projects covering implementation or onboarding of Products and Support, or other specified deliverables in a Project Scope (together the 'Deliverables').

3.2 Within 10 (ten) Working Days of completion or delivery of the Deliverables (or any part of them), you shall give notice to us:

3.2.1 That the Deliverables (or such part of them) do not conform substantially to their description in the applicable Project Scope, together with details of such non-conformance; or

3.2.2 That the Deliverables (or such part of them) are accepted.

3.3 If you fail to give notice in accordance with paragraph 2.1 (Project Terms) above, the Deliverables (or such part of them) shall be deemed to be accepted.

3.4 Subject to paragraphs 5 and 3.6 below, where any Deliverables are not accepted by you, we shall carry out any modifications of the Deliverables we deem necessary to correct the non-conformance at no additional charge to you and shall use reasonable endeavours to deliver the modified Deliverables to you within 10 (ten) Working Days of receipt of your notice.

3.5 Deliverables modified by Matrix247 and delivered to the Customer in accordance with paragraph 4 above, shall be subject to further acceptance testing in accordance with this section 3, provided that the Deliverables shall automatically be deemed to be accepted after the third iteration of such Deliverables has been delivered by us.

3.6 Once the Deliverables (or any part of them) have been accepted in accordance with this section 3, we shall have no further obligation under the Contract to provide any Project services in respect of the Deliverables (or such part of them). Any further modifications or services required must be agreed in a separate Contract

## 15 Support Terms

These Support Terms apply along with the Matrix IT Hosted Terms and Conditions (**General Terms**) to the extent we provide Software and Products to you under the Contract.

## 1. Support

1.1 The Support term shall commence on the Service Start Date and shall continue for the Initial Period. It is a condition of us performing the Support from the Service Start Date that: (i) you pay the first Product Fees and any On-Premise Fees in full prior to the Service Start Date; and (ii) all related implementation and onboarding Project Services are complete.

1.2 You must pay On-Premise Fees monthly in advance by Direct Debit.

1.3 If we are unable to commence Support from the Service Start Date due to an act or omission of you or your suppliers, we shall still be entitled to invoice you for the On-Premise Fees from the Service Start Date in accordance with the Contract.

1.4 We reserve the right to charge additional Fees for Additional Support in the event:

1.4.1 You request that additional Users be subject to Support Services, or we discover additional Users have been accessing Support as provided for under paragraph 2 (new Users/Workstations));

1.4.2 Access to the IT Infrastructure, System and/or Sites is hindered or the environmental conditions at the Site/s are reasonably considered by us to be unsafe or hazardous;

1.4.3 If you introduce or require us to introduce new third-party hardware and/or software that is outside the scope of existing Order Form and/or Project Scope

1.4.4 In respect of MAUD Events , which are not covered by Support (including Contracted Hours support); and

1.4.5 If you request that additional assets are included within the System for Support.

1.5 Additional Support will be invoiced at the rate specified in the Order Form, or our standard hourly rate if not specified. We may invoice you for Additional Support at any time and payment shall be taken by Direct Debit monthly in arrears.

1.6 The provision of the Support (excluding Contracted Hours) will always be provided for Products, and will be subject to Service Levels and Service Credits as may be specified in the Support Policy (available on request). However, We cannot guarantee resolution times or that our monitoring service or software will detect every type of virus, failure or defect.

1.7 You may terminate Contracted Hours by way of written notice:

1.7.1 at the end of the Initial Period by giving no less than 90 days' notice, such notice to expire on or before the last date of the Initial Period; or

1.7.2 as otherwise specifically provided for in the Contract.

1.8 If you do not give notice in accordance with paragraph 1.7.1 (Support Terms), the term of Contracted Hours shall automatically renew for subsequent, consecutive periods each of the same duration as the Initial Period (each an “Extension Period”).

1.9 You may terminate Contracted Hours on the expiry of an Extension Period by giving at least 90 days’ written notice, such notice to expire on or before the last date of the Extension Period. If notice is not provided, then the Contract Hours Support shall extend for additional Extension Periods in accordance with paragraph 1.8 (Support terms)

1.10 You may terminate Support and Products in whole or part in the event we fail to achieve 3 or more Service Levels each month in any consecutive 3 month rolling period.

1.11 In the event of cancellation or termination of Support other than as permitted under the Contract, you remain liable to pay the On-Premise Fees for the remainder of the then current Initial Period or Extension Period.

1.12 If Contracted Hours support is terminated by you and the delivery of other Services, in whole or part, is dependent on such Contracted Hours, then we may terminate the related Contract in whole or in part, or any Service thereunder, at our sole option by giving written notice to you. Such termination shall take effect on the date on which the Contracted Hours support is terminated.

1.13 In the event of termination under either paragraph 1.10 or 1.12 (Support Terms) we shall refund any Fees paid for Services not yet received on a pro rata basis, save for any portion of Fees applicable for third party Software and/or services for which Matrix 247 is unable to obtain a refund on cancellation or early termination of the Contract by you.

1.14 We shall only be required to provide Support on the System as specified in the Order Form. It is your responsibility to notify us of any changes to the asset list comprising the System. We will not provide any refund or credit in respect of Support provided for retired assets that have not been reported to us.

1.15 Any unused Contracted hours will not carry over to the next month.

1.16 For Contracted Hours, all on-premise support carried out will be invoiced in 15-minute increments following the initial minimum increment of 1 hour.

## 2. New Users/Workstations

2.1 If you want to add new Users or remove existing Users from the scope of Support, you must notify us by submitting the relevant request form no less than five Working Days in advance.

2.2 The On-Premise Fees for any new Users or workstations will be automatically included in the On-Premise Fees, on the existing rate or pro rata as applicable, from the

date we receive the request form at our standard rate (unless otherwise agreed in writing).

2.3 If you wish to reduce User numbers then such reduction may be available, but will be in accordance with the Product types and volumes already agreed in the Order Form. If a reduction of Users is not anticipated in the Order Form, then such reduction will only be possible with our written consent.

2.4 Any change in User numbers shall apply for the remainder of Initial Period or Extension Period as applicable, and thereafter if renewed.

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