

CUSTOMER TERMS AND CONDITIONS

V1.5 - This document was updated on 15 June 2022

These IT Support & Maintenance Terms and Conditions ("**Terms and Conditions**", "**Terms**") are between you ("**the Client**", "**Customer**", "**You**", "**you**", "**Your**" or "**your**") and ADWConnect Ltd ("**ADWConnect Ltd**", "**ADW**", "**ADWConnect**", "**we**", "**us**" or "**our**").

ADWConnect Ltd is a company registered under the law of England and Wales with its registered number: 06432381.

Please read these Terms and Conditions carefully before using our Services as they contain important information regarding your legal rights, remedies and obligations. By using any part of our Services, you agree to and accept these Terms and Conditions.

We reserve the right to update, amend or replace any part of these Terms and Conditions. We will notify you in writing about any changes, amendments or modifications to these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

In this Contract, unless the context otherwise requires:

Assessment	means any assessment or other investigations carried out by or on behalf of ADWConnect that ADWConnect in its absolute discretion deems necessary prior to the installation of Specified Equipment and/or the provision of the Services;
Business Working Hours	means Monday – Friday 9.00am – 5.30pm excluding Holidays
Data Processing Agreement	means the agreement to be entered into by you and us separately to supplement the Agreement so as to comply with the UK and EU General Data Protection Regulation (" GDPR "), in particular Article 28 GDPR.
Equipment	means Supplied Equipment and/or Supported Equipment, as appropriate in the context.
Fees	means the fees set out in the Order Form or as otherwise agreed, to be paid for the Services in accordance with Clause 5;
Group	means the corporate group comprising ADWConnect and each of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company;
Holiday	means any day on which ordinary banks are not open for their full range of normal business in England and a maximum of 14 other days during each twelve month period, which days shall be notified by us to You in writing at least 14 days in advance;
Law	means any law, statute, regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;
Minimum Period	means the minimum period of use of the Services, as set out in the Proposal;

On-Site Support	means the on-site support to be provided at the Premises as specified in the Proposal and in accordance with Clause 2;
Order Form	means the order form in our standard format, setting out the Services to be provided to You and incorporating the Proposal;
Proposal	means the document submitted to You by ADWConnect that included pricing information relating to the Services referred to in this Agreement and whose unique reference number is included in the Order Form;
Premises	means the Client's premises at which the Services (and in particular the On-Site Support and Regular Maintenance) are to be provided, at the address set out on the first page above;
Regular Maintenance	means the scheduled site visits made by ADWConnect for the purposes of maintaining the Specified Equipment as specified in the Proposal and in accordance with Clause 2;
Remote Support	means support provided for more complex problems where Telephone Support may not suffice and where ADWConnect will connect directly to the Client's computer and solve the problem remotely, as specified in the Proposal and in accordance with Clause 2;
Response	means a reply in the form of an email or telephone call (at the discretion of ADWConnect) to a Support Request, to either provide a solution to the Client or request further information from the Client; and 'Respond' shall be interpreted accordingly;
Services	means the IT Services to be provided by ADWConnect to the Client as set out in the Proposal which shall include one or more of Telephone Support, Remote Support, On-Site Support and/or Regular Maintenance;
Specified Equipment	means the computer hardware, devices and software which are to be maintained and supported by ADWConnect as set out in the Proposal;
Specified Users	means the number and/or nature of users of Specified Equipment and/or otherwise recipients of the Services as set out in the Proposal;
Supplied Equipment	means any computer hardware, devices, software, routers, printers or other equipment or hardware provided by or on behalf of ADWConnect under the terms of this Agreement;
Support Request	means an initial support request raised by the Client via the ADWConnect online support system or via a phone call to the ADWConnect helpdesk,
Telephone Support	means the support to be provided by ADWConnect by telephone for simple questions or problems where ADWConnect will guide the Client through solving the problem, as specified in the Proposal and in accordance with Clause 2;
Term	means the duration of this Contract as set out in the Proposal.

In this Contract (except where the context otherwise requires):

- The Clause headings are included for convenience only and shall not affect the interpretation of the Contract;
- Use of the singular includes the plural and vice versa;

- Any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- Any reference to a Party or to the Parties or their respective affiliates shall be deemed to include the party or parties hereto and their respective successors and permitted assigns and their respective employees, agents or sub-contractors;
- References to a Clause or a Schedule are unless otherwise stated to the relevant Clause or Schedule in this Contract;
- Writing includes electronic mail;
- Any ambiguities in the interpretation of the Contract shall not be construed against the drafting party;
- If there is a conflict between the customised terms given by ADWConnect in a Proposal and/or Order Form, those terms supersede the terms in this Contract.

2. ORDERING THE SERVICES

1. To order the Services You must complete and submit to ADWConnect a signed standard Order Form or confirm in writing approval of a standard Order Form sent to You.
2. These Terms and Conditions and the Order Form, once signed and approved by You, and then accepted by ADWConnect in writing, together form a binding contract between you and us for the provision and use of the Services (“**Contract**”).
3. If at its discretion ADWConnect accepts an order for the Services placed other than on its standard Order Form (referred to as being placed on a “Customer Order Sheet”) or if ADWConnect provides Services without having received from You and/or accepted either a standard Order Form or a Customer Order Sheet, the Services shall be provided in accordance with the terms of these Terms & Conditions, the Proposal (if any), pricing summary attached to the Order Form (if any), and the Price List (if any).
4. You and we agree that the policies set out on the ADWConnect Website shall apply to the provision and use of the Services.

3. SERVICES

1. ADWConnect shall, throughout the Term of this Contract, provide the Services to the Client in accordance with the provisions of this Clause 3 and the Proposal and only in relation to the Specified Equipment for the Specified Users.
2. This Contract is based on supporting the number and type of Client users at the Premises as set out in the Proposal. Should there be an increase of the number of such users or a substantial change in the type of some or all of such users, within the Term, ADWConnect has the right to adjust the Fees for any or all of the Services in accordance with Clause 6.
3. ADWConnect shall use the reasonable skill and care of a competent IT service provider in providing the Services.
4. You must promptly supply ADWConnect and its agents, employees, contractors and third party service providers with all information and materials and access to the Premises reasonably required by ADWConnect to supply the Services and must ensure there is a suitable and safe working environment for any personnel carrying out work in relation to the Services at the Premises. You agree to indemnify ADWConnect and its third party service providers against all loss,

damages, liabilities, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against us if You are in breach of this provision.

5. By agreeing to receive the Services, You confirm that You understand and agree that the Services:
- may sometimes have materially reduced quality and availability;
 - may sometimes be limited, unavailable or disrupted as a result of matters over which ADWConnect has no control, including without limitation power disruptions. The Services may also not be available due to suspension of the Services by ADWConnect in accordance with the Agreement. You confirm that You understand and agree that in such circumstances, parts or ALL of the functions of the Services may be unavailable;
 - will require certain hardware, including Equipment, and/or software in order to operate.
6. By agreeing to receive the Services You also confirm that it shall be Your sole responsibility to inform or otherwise make aware users of the Services purchased by You (whether they gain access to the Services with Your permission or not) of the possible limitations of the Services set out above.
7. Any intellectual property rights which are generated, developed or arise out of the performance of the Services vest in ADWConnect.
8. ADWConnect shall use reasonable endeavours to meet the general service levels set out in the table below in relation to any particular element of the Services. However, save as expressly stated below, ADWConnect shall have no liability for any failure to meet any such service levels. You must report faults to ADWConnect promptly.

Severity Grade	Description	First Human Response *	Target Resolution Timeline **
P1	Critical faults causing a total outage of service	Within 60 mins	4 hours
P2	High level faults causing significant impact to service	Within 60 mins	8 hours
P3	Minor faults causing small impact to service	Within 2 hours	2 days
P4	Change or information requests which are not service affecting	Within 4 hours	Within 5 days

* Responses only available within Business Working Hours: for issues raised when the available remaining time in Business Working Hours on that day is less than the indicated response time, First Human Response may be provided on the next day on which Business Working Hours apply.

** Time quoted considers Business Working Hours

9. You must submit a Support Request for support during Business Working Hours by contacting ADWConnect by email to support@adwconnect.com.
10. In the event we have agreed to provide Services out of Business Working Hours, you must submit a Support Request for support out of Business Working Hours via email to: support@adwconnect.com.
11. If ADWConnect agrees to provide Regular Maintenance, such maintenance shall be carried out on the Premises and at the times and dates and in accordance with the specification set out in the Proposal.

12. You agree that the general service levels set out above will not apply if:
- the failure by ADWConnect is due to Your own network or equipment or any other network or equipment outside the network and Equipment we provide; or
 - You are in breach of any part of this Agreement or ADWConnect suspends the Services or any part of it in accordance with this Agreement; or
 - through no fault of our own or because of circumstances beyond our reasonable control, ADWConnect is unable to carry out any necessary work at, or gain access to the Premises or You fail to agree an appointment date or work is aborted; or
 - we agree with You a different timescale for performance of the Services, but will apply to any new target Services start date agreed with You, provided that the new date is after any previous agreed target Service start date(s); or
 - reasonable assistance is required or information is reasonably requested by ADWConnect or one of our third party service providers from You or a User or third party and such assistance or information is not provided; or
 - through no fault of our own, ADWConnect is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
 - the failure is due to a force majeure event under clause 17; or
 - the failure is due to a scheduled Services outage; or
 - the failure is due to an inaccurate Order Form being submitted by You; or
 - You have failed to report the relevant issue to ADWConnect promptly upon becoming aware of it.
13. Should any of Your computers become disabled or Your computer network go down, requiring ADWConnect to visit the Premises, You acknowledge and agree that provision of appropriate On-Site Support within 4 hours of Your Support Request may not be possible or practicable, and ADWConnect and You will in good faith discuss and seek to arrange a time to visit as soon as reasonably practicable to provide such On-Site Support.
14. In the event that the Client considers ADWConnect has not performed any of the agreed Services, the Client may give a written notice to ADWConnect requesting ADWConnect to perform the Services in question;
15. if the Client considers ADWConnect to have failed to meet any such request given under Clause 3.14 within 30 days, the matter shall be resolved in accordance with Clause 21.

4. ADWCONNECT'S OBLIGATIONS

1. ADWConnect will provide the Services to the Client in accordance with the provisions of Clause 2 and the Proposal.
2. ADWConnect will perform its obligations under this Contract with reasonable skill and care, and in a reasonable and timely manner in accordance with the provisions of this Contract.
3. ADWConnect shall be responsible for ensuring that it complies with all Laws and any other regulations relevant to the provision of the Services.
4. ADWConnect will provide the Client with such information and advice in connection with the Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Services.

- ADWConnect will use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, ADWConnect and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Contract in any way.

5. CLIENT OBLIGATIONS & AUTHORISATION

- The Client will provide ADWConnect with such information in connection with the Services and the provision thereof as ADWConnect shall reasonably require both before and during the provision of the Services.
- The Client will perform its obligations under this Contract in a reasonable and timely manner in accordance with the provisions of this Contract.
- The Client shall act in accordance with any and all reasonable instructions issued by ADWConnect in relation to the Services. ADWConnect shall not be liable for any failure to provide the Services or any part thereof which arises out of the Client's failure to follow any such instructions.
- The Client will consult with ADWConnect with respect to any new computer hardware, devices and/or software which it intends to procure where such hardware, devices and/or software is to be added to the Specified Equipment which shall be the subject of a further Proposal.
- The Client hereby authorises ADWConnect to access their computer network, providing active username/password combinations for access to the servers, computers and devices.
- The Client shall allow ADWConnect and (where applicable) its personnel access at all reasonable times to the Premises for the purpose of providing the Services.
- The Client will use reasonable endeavours to keep ADWConnect informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, ADWConnect and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Contract in any way.
- During the term, the Client agrees that ADWConnect will be the sole provider of IT support and maintenance services, and no other party will have access to or rights to change the systems. If a party other than ADWConnect has access and makes changes to the network and issues arise as a result that require the provision of Services address such issues, Client will be charged at our full hourly rate for such Services, as set out in the Proposal.

6. FEES AND PAYMENT

- First time customers are required to setup a Direct Debit with us as the method of payment.
<https://adwconnect.com/payments/direct-debit/>
- Fees Payable: the Client will pay to ADWConnect the Fees set out in the Proposal in accordance with this Clause 5 in exchange for provision of the Services.

3. Payment: Client agrees to pay the Fees to ADWConnect each month. The first payment is due upon execution of this Contract. Subsequent payments will be due every month thereafter. We will issue invoices one month in advance for all subsequent payments, which payments shall be due on the due date set out on the relevant invoice.
4. Late Payments: without prejudice to and notwithstanding ADWConnect's right to terminate the Contract, if the Client fails to pay any amount properly due under the Contract by the due date:
 - a) after giving 24 hours notice to the Client in writing, ADWConnect may suspend any work until payment is made in full; and
 - b) that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at the rate of 4% per annum over the Bank of England base rate from time to time in force.
5. ADWConnect reserves the right to withhold delivery of any current work if accounts are not current or overdue invoices are not paid in full.
6. Third Party Fees: The Client is responsible for all third party fees, including any necessary license fees required to purchase and install new software.
7. Fees Increase: ADWConnect shall be entitled to increase the Fees payable pursuant to this Clause 5 in the event the Specified Equipment and/or Specified Users change.
8. VAT: all amounts payable under this Contract are exclusive of VAT or any relevant local sales taxes, which the Client shall be responsible to pay in addition.

7. CONFIDENTIALITY

1. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):
 - a. to keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Contract and subsequently received pursuant to this Contract (in this Clause "Confidential Information"); and
 - b. not to disclose the Disclosing Party's Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and
 - c. to use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not otherwise for its own benefit or for the benefit of any third-party.
2. The confidentiality obligations in above clauses will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement and an opportunity to challenge such requirement.
3. The confidentiality obligations in the above clauses will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
 - a. has ceased to be secret without default of the Receiving Party's part; or
 - b. was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or

- c. has been received from a third-party who did not acquire it in confidence.
4. This clause 'Confidentiality' shall survive termination of the Contract or any part of it.

8. EQUIPMENT & SITE ACCESS

1. ADWConnect shall ensure any Supplied Equipment is installed and/or supplied to you as is needed for You to use the Service.
2. The Supplied Equipment installed and/or supplied to you remain the property of ADWConnect at all times unless you have agreed to purchase it. You grant ADWConnect, its agents, employees and contractors and third party service providers an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to install, use and inspect it, or, when this Agreement has terminated, at ADWConnect's option, to recover Supplied Equipment.
3. You undertake to provide suitable secure accommodation, facilities, assistance and environmental conditions, connection points and electricity for any Equipment, and ensure that all necessary power supply, electrical and other fittings are in place and in working order and comply with ADWConnect's requirements for supply of the Service. ADWConnect will not be liable for any interruption or failure of any Service caused by a power supply failure at the Site.
4. You undertake to obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land or permission to put Equipment on their property.
5. You undertake to take reasonable steps to ensure that nobody (other than someone authorised by ADWConnect or its service providers) adds to, modifies or in any way interferes with the Equipment. You agree you will be liable to ADWConnect for any loss of or damage to the Supplied Equipment, except where such loss or damage is due to fair wear and tear or is caused by ADWConnect or service providers acting on our behalf.
6. You undertake not to destroy, deface or obscure any identifying mark or packaging on or relating to the Supplied Equipment.
7. You agree it is Your responsibility to carry out any making good or decorator's work required following installation of Equipment or other provision of the Service, but ADWConnect accepts responsibility for any property damage caused by our negligence subject to the limitation of liability provisions of this Agreement.
8. You undertake to use the Equipment in accordance with any instructions, safety and security procedures and power and environment specifications, and/or any conditions as may be notified in writing to You by ADWConnect from time to time and in accordance with the Law. ADWConnect may from time to time vary the technical and/or operational procedures for use of the Equipment for the Service.
9. You undertake not to resell the Supplied Equipment or any part thereof to any person unless otherwise agreed in writing by ADWConnect.
10. You agree you will ensure you are aware of the installation route of the Equipment across your property and draw this to the attention of any third party doing work on your property. If you report a fault which we trace within your property boundary, we will make an appointment to carry out repairs or replace faulty Equipment but if, in the reasonable opinion of the engineer, the fault was caused by damage to the Equipment, then a charge may be made. ADWConnect shall take reasonable steps to arrange for delivery of any Supplied Equipment You purchase ('Purchased Equipment') within an estimated period of time upon receipt from you of all necessary instructions and information for delivery.
11. In the event you wish to take ownership of any Supplied Equipment loaned to You during the term of the Agreement or upon expiry or termination of this Agreement, you must pay any charges payable under, and subject to any other terms

and conditions of, the loan terms. Upon receipt of all charges payable under this clause and the loan terms, such Supplied Equipment will then be deemed to be Purchased Equipment for the purposes of this Agreement. Any Purchased Equipment is at Your risk from the time of delivery.

12. Ownership of any Purchased Equipment shall not pass to You until ADWConnect has received in full (in cash or cleared funds) all sums due to it in respect of the Purchased Equipment.
13. Until ownership of the Purchased Equipment has passed to You, You shall:
 - hold the Purchased Equipment on a fiduciary basis as ADWConnect's bailee;
 - store the Purchased Equipment (at no cost to ADWConnect) separately from all other goods of Yours or any third party in such a way that it remains readily identifiable as ADWConnect's property;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Purchased Equipment; and
 - maintain the Purchased Equipment in a satisfactory condition and keep it insured on ADWConnect's behalf for its full price against all risks to the reasonable satisfaction of ADWConnect. On request You shall produce the policy of insurance to ADWConnect.
14. Until such time as ownership of the Purchased Equipment has passed to you pursuant to Section 12 of this clause 8, Your right to possession of the Purchased Equipment shall terminate immediately if:
 - ADWConnect terminates the Agreement in exercise of any right it has to do so;
 - You are the subject of bankruptcy or insolvency or a receiver or administrator (or equivalent) is appointed over any of Your assets or You enter into any formal or informal composition or arrangement (or equivalent) with Your creditors or You;
 - You suffer or allow any execution, whether legal or equitable, to be levied on Your property or to be obtained against You or it, or fail to observe or perform any of Your obligations under the Agreement or any other contract between ADWConnect and You, or are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or
 - You encumber or in any way charge any of the Purchased Equipment.
15. ADWConnect shall be entitled to recover payment for any Purchased Equipment notwithstanding that ownership of any of the Purchased Equipment has not passed from ADWConnect.
16. On termination of the Agreement or any part of it, howsoever caused, ADWConnect's (but not Your) rights contained in the following Clauses shall remain in effect:
 - Any Purchased Equipment is at Your risk from the time of delivery.
 - You grant ADWConnect, its agents, employees and contractors and third party service providers an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to install, use and inspect it, or, when this Agreement has terminated, at ADWConnect's option, to recover Supplied Equipment.
17. On termination of the Service or this Agreement for any reason, unless we indicate that any Supplied Equipment will remain installed, within 14 days you must return, at your cost, any Supplied Equipment to ADWConnect in good order and undamaged unless you have agreed to purchase it. If You do not do so within 14 days, we will charge You the full replacement value and/or a non-returned Supplied Equipment cost according to the Price List using your usual method of payment. We will test any returned Supplied Equipment and if any are damaged other than through fair wear and tear, we will charge You the full replacement value using your usual method of payment.

18. You acknowledge and agree that if we indicate to you that any Supplied Equipment installed will remain as installed, You are not required to return such Supplied Equipment to us, and we are not required to remove it, on termination of the Service or this Agreement.
19. You must ensure that any equipment you connect to the Service (other than the Equipment installed or supplied by ADWConnect) must be:
 - technically compatible with the Service and not harm the network, Service or Supplied Equipment provided by ADWConnect or another party's network or equipment;
 - connected and used in line with any relevant instructions or laws;
 - connected and used in line with any relevant standards including any requirements imposed by legislation, regulatory authorities or relevant standards institutes; and
 - connected to the Service only by using any network termination equipment provided by ADWConnect with the Service.

ADWConnect will not be liable for failure to meet any service level or other obligations under this Agreement if any such equipment is found to be connected otherwise than in accordance with this clause.

20. ADWConnect reserves the right to disconnect any of your equipment if You do not fulfil its obligations under the clause above or if in the reasonable opinion of ADWConnect any such equipment is liable to cause the death of, or personal injury to any person.

9. WARRANTIES; INDEMNITIES; LIMITATION OF LIABILITY

1. Each Party accepts unlimited liability for fraudulent misrepresentation, and for death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
2. We do not guarantee, undertake, represent or warrant that your use of our Services will be uninterrupted, timely, secure, error-free, free from infringement of any third party's intellectual property rights, free from any virus or vulnerability, or free from unauthorised users or hackers, and we do not give any undertaking, representation or warranty as the speed, quality or validity of any element of your system as a result of provision of the Services.
3. ADWConnect or its affiliated persons shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, howsoever caused (including but not limited to your use of any of the Services; atmospheric conditions; any congestion, fault, interruption or interference with the power supply to the network; any act or omission by any carrier, or any known or unknown viruses which cause interruption or interference with the network). Where some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.
4. Without undertaking any obligations to give any such advice and/or recommendations, ADWConnect shall not be liable for any loss or damage suffered by You as a result of placing reliance on ADWConnect's advice and/or recommendations regarding the use of a third party's products or services.

15. Subject to clause 9.1, ADWConnect's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to Fees paid for the Services.

10. DURATION AND TERMINATION OF SERVICE

1. The Contract shall come into effect on the first date of the Term.
2. The Contract shall continue in force for the Term unless either Party terminates the Contract earlier by giving the other Party 90 days written notice, with such notice expiring on or after the end of the Minimum Period.
3. ADWConnect may terminate the Contract immediately on written notice to You if:
 - Any Assessment is not in ADWConnect's discretion satisfactorily completed;
 - Any licence, permission or other approval You or ADWConnect require from time to time to for ADWConnect to provide the Services expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or ADWConnect the appropriate rights;
 - You are the subject of bankruptcy or insolvency proceedings in the United Kingdom or elsewhere, a receiver or administrator (or equivalent) is appointed over any of Your assets or You enter into any formal or informal composition or arrangement (or equivalent) with Your creditors or You or ADWConnect reasonably believes that such events are reasonably likely to occur. For the purposes of this Clause "You" shall include Your direct and/or indirect parent company and "Your" shall be interpreted accordingly;
 - You make a material misstatement in the details You have supplied to ADWConnect to enable ADWConnect to provide the Services;
 - You materially breach (including without limitation failure to pay any Charges promptly) the Contract or any other Contract You have with ADWConnect or a member of its Group;
 - ADWConnect suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against ADWConnect or any third party;
 - You fail to meet the standard of creditworthiness deemed necessary by ADWConnect; or
 - Any contract between ADWConnect and a third-party provider of IT services is terminated where such termination affects the provision of the Services.
4. If ADWConnect requests You to do so but You fail to return to us (to our customer services team or as otherwise notified to You by ADWConnect) the Order Form duly signed or accepted by You within 14 days of the Services start date set out in the Proposal (or any other date notified to You by ADWConnect) ADWConnect shall be entitled (but not obliged) by notice in writing to immediately terminate the Contract or, without prejudice to its right so to terminate, to downgrade the Services as it thinks fit.
5. On termination of the Contract any access to ADWConnect online support system or any licence granted to You by ADWConnect shall immediately cease. You must immediately stop using the Services and must stop using ADWConnect online support system and delete any ADWConnect software, and all amounts You owe ADWConnect in respect of the Services (including, without limitation, all Fees for the period up to the date of termination of the Contract) shall be due and payable in full and You shall have no right to withhold or set off any such amounts.

6. On termination of the Contract by reason of Your default You shall be liable to pay ADWConnect all Fees that would otherwise have been payable by You during the Minimum Period. ADWConnect shall not be obliged to refund any Fees paid in advance.
7. The right to terminate the Contract shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination.

11. EARLY TERMINATION OF SERVICES

1. If You cancel or, without cause, terminate the Contract prior to expiry of the Minimum Period no refunds of any Fees paid in advance shall be made by ADWConnect. Furthermore, ADWConnect shall invoice You and You shall pay to ADWConnect: an amount equal to the Fees payable for the Minimum Period less any amounts already paid by You.

12. ASSIGNMENT

1. You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Contract without the prior written consent of ADWConnect.
2. ADWConnect may assign or otherwise delegate all or any of its rights or obligations under the Contract to any person or entity, unless You can demonstrate that such assignment or delegation is materially detrimental to You or Your business.

13. VARIATION

1. Subject to the next Clause any variation to the Contract shall be agreed by the Parties in writing.
2. Notwithstanding the Clause 11.1 ADWConnect reserves the right to amend or vary the Services or the Contract by giving You 30 days' written notice thereof. Within 14 days of such notification You may give ADWConnect not less than 14 days' written notice that if the amendment is not withdrawn You terminate the Contract, unless the amendment or variation is required or imposed by Law, when You shall have no right to terminate. If You do not terminate in such period You are deemed to have accepted the variation.
3. If You request and ADWConnect agrees to a change of the Services (including without limitation adding, deleting or exchanging any of the Services) or a change of Premises, You must complete such formalities as ADWConnect shall require to give effect to such change and You must pay to ADWConnect its then current charges for such change. ADWConnect may require payment prior to effecting such change. To reflect such change ADWConnect may immediately by notice in writing to You revise the Fees.

14. NOTICES

1. Unless otherwise stated in the Contract:

Notices sent by You to ADWConnect shall be sent:

- **by electronic mail** to the electronic mail address or as otherwise notified to You: support@adwconnect.com

Notices sent by ADWConnect to You may be sent:

- **by hand or by post** to Your billing address specified on the first page of this Contract or, if different, to Your registered office; or
 - **by electronic mail** to Your electronic mail address specified on the first page of this Contract or as otherwise notified to ADWConnect in writing.
2. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Any notice or other communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mail-box.

15. MARKETING AND DATA PROTECTION

1. We do not sell, trade, or otherwise transfer to third parties your personal data. However, we may disclose your personal data if such disclosure is required for the provision of Services under this Agreement and is permitted by law. In some cases, personal data may be shared with certain third-party service providers ("Service Providers") as well as between our internal departments (engineering, analytics, legal, customer and marketing, etc.).
2. We use Service Providers to perform elements of the Service on our behalf or to assist us with the provision and/or communication of the Service to you. For example, we may engage Service Providers to provide marketing, advertising, communications, infrastructure and IT services, to personalize and optimize our Service, to process credit card transactions or other payment methods, to provide customer service, to collect debts, to analyse data about users' interactions with our Services, and to process and administer consumer surveys. In the course of providing such services, these Service Providers may have access to your personal data or other information. We do not authorise them to use or disclose your personal information except in connection with providing their services in connection with performance of the Contract in accordance with applicable Laws and regulations or as otherwise expressly agreed with You.
3. We require all third parties to maintain the security of your personal data and to treat it in accordance with applicable Laws and regulations. We do not allow our Service Providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions in connection with performance of the Contract or as otherwise expressly agreed with You.
4. Some of our Service Providers may be based outside the UK which means that the processing of your personal data will involve a transfer of data outside the UK.
5. Whenever we transfer your personal data out of the UK, we ensure that at least one of the following safeguards is implemented:
 - we will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data;
 - where we use certain service providers, we may use specific contract clauses approved by the UK which give personal data the same protection it has in the UK;
 - where we use service providers based in the US, to the extent any privacy shield or similar arrangement has been approved by the relevant governmental agencies, we may transfer data to them if they are part of such arrangement which requires them to provide similar protection to personal data shared between the UK and the USA.

6. If there is neither adequacy decision nor appropriate safeguards implemented, we still may transfer your personal data out of the UK due to following justifications:
 - we have informed you about the possible risks of transfers of your personal data and you have explicitly consented to the proposed transfer of your personal data out of the UK;
 - the transfer is necessary for the performance of the Contract or if you requested us to perform pre-contractual measures;
 - the transfer is necessary for the conclusion or performance of a contract concluded between us and another natural or legal person for your benefit;
 - the transfer is necessary for important reasons of public interest;
 - the transfer is necessary for the establishment, exercise or defence of legal claims;
 - the transfer is necessary in order to protect your vital interests or interests of other persons in cases where you are physically or legally incapable of giving consent;
7. We may engage certain Service Providers to provide or facilitate certain aspects of our Service on our behalf. You hereby agree that we may provide these Service Providers with access to your personal data in order to allow them to perform the Service for you and us subject to the Service Providers being bound to perform the Service to the best of its ability and always in compliance with the terms of this Agreement.
8. We shall be entitled to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of ADWConnect's customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.
9. We shall be entitled to make your name, address and telephone number available to the emergency services.
10. Unless you notify us that you do not wish us to do so, we may use information provided by you for market research purposes or to supply you with information about other products or services available from ADWConnect or any member of its Group.
11. We shall collect, use and store your personal data in accordance with ADWConnect's Privacy Policy which you can find here: <http://adwconnect.com/legal/privacy-policy/>.
12. Each Party warrants that it will, at all times, comply with all relevant and applicable data protection laws, enactments, regulations, orders, standards, principles, directions and other similar instruments, as well as applicable UK and European Union data protection requirements, such as the General Data Protection Regulation (GDPR).
13. Each Party also warrants that it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal and sensitive personal data and against the accidental loss or destruction of, or damage to, personal data to ensure compliance with all relevant and applicable data protection laws, enactments, regulations, orders, standards, principles, directions and other similar instruments, as well as applicable European Union data protection requirements.
14. If either Party receives any complaint, notice or communication which relates directly or indirectly to either Party's compliance with the relevant and applicable data protection laws and the data protection principles set out therein, it shall immediately notify the other Party and it shall provide the other Party and/or any of its Affiliates with full co-operation and assistance in relation to any such complaint, notice or communication.
15. For the purposes of this Agreement, each Party will promptly inform the other Party if any personal data relevant to the Agreement and the Services is lost or destroyed or becomes damaged, corrupted, or unusable. Each Party will

also notify the other party immediately if it becomes aware of any unauthorised or unlawful processing of personal data. Each Party will restore such personal data at its own expense.

16. To the extent permitted by Applicable Laws, each Party shall indemnify and keep indemnified the other Party against all liabilities, costs, claims, damages, expenses and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the other Party or for which the other Party may become liable due to any failure by the indemnifying Party or its employees or agents to comply with any of the warranties provided by the indemnifying Party under this Agreement in relation to data protection requirements.
17. The Parties acknowledge and agree that when performing the Services, ADWConnect may be acting in its capacity as a Processor (as defined in the GDPR) for and on behalf of the Client as Controller (as defined in the GDPR) and where acting in this capacity, ADWConnect will comply with the obligations in the Data Processing Agreement entered into separately between the Parties.

16. TIME NOT OF THE ESSENCE

1. Any dates quoted by ADWConnect in connection with the provision of the Services shall be treated as estimates only. ADWConnect accepts no liability for failure to meet such dates and time shall not be of the essence of the Contract for this purpose.

17. FORCE MAJEURE

1. Neither Party shall be liable for any breach of its obligations under the Contract (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including, without limitations, acts of God, acts of Government or other competent regulatory authority, lightning, fire, flood, extremely severe weather, pandemic, epidemic, strike, lock-out, labour dispute, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law or regulation and accident (or by any damage caused by any of such events). Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Contract by giving not less than 30 days' written notice to the other Party.

18. INDEMNIFICATION

1. You agree to indemnify, defend and hold harmless ADWConnect and its affiliates (including without limitation parent companies, subsidiaries, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees) from any claim or demand made by any third-party due to or arising out of your breach of the Contract.

19. SEVERABILITY

1. In the event that any provision of the Contract is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be

deemed to be severed from the Contract, such determination shall not affect the validity and enforceability of any other remaining provisions.

20. MISCELLANEOUS

1. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by ADWConnect to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
2. The provisions of the Contract of a continuing nature shall survive termination of the Contract or any part of it for any reason whatsoever.
3. The Parties do not intend that the Contract be enforceable by any person not a party to the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. ENTIRE AGREEMENT

1. Our failure to exercise or enforce any right or provision of this Contract shall not constitute a waiver from such right or provision.
2. This Contract and any policies or operating rules posted by us on our Website constitute the entire Contract and understanding between you and us. This Contract governs the provision of the Services and supersedes and extinguishes all other agreements, communications and proposals, whether verbal or written between you and us (including without limitation any prior versions of the Contract).
3. ADWConnect shall not be bound by any oral or written representation (except fraudulent misrepresentations) made by its representatives unless specifically incorporated into the Contract in writing.

22. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Contract and any disputes (including non-contractual disputes) between the Parties relating to the Contract, its subject matter or formation ("**Dispute**") shall be governed by and construed in accordance with English law.
2. If any Dispute arises, You and the Managing Director or another senior executive of ADWConnect shall, within 14 days of a written request from one Party to the other, meet in a good faith effort to resolve the Dispute.
3. Without prejudice to either Party's right to commence court proceedings pursuant to the next clause at any time, if the Dispute is not resolved at the meeting referred to in the previous clause, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (an "ADR notice") to the other Party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.
4. For any Dispute that the Parties cannot otherwise resolve, the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

THE MOST UP TO DATE POLICIES AND VERSION OF THESE TERMS CAN BE FOUND AT
[HTTPS://ADWCONNECT.COM/LEGAL/SERVICES](https://adwconnect.com/legal/services)

If you have any questions or concerns about this document feel free to contact us at any time via email:
hello@adwconnect.com

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