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**Vidicode UK Ltd**

**Terms & Agreement for the provision of Call Recording As A Service  
or Hosted Call Recording**

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Please read these Terms and Conditions carefully. All contracts that the Company may enter into from time to time for the provision of the Hosted Services and related services shall be governed by these Terms and Conditions.

**1. Definitions**

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

**"We", "Us" "Our" "Company"** means Vidicode UK Ltd, registered in England at 25 Abercorn Close, Croydon, CR2 8TG with a registration no. 09716761 and its successors in title and assigns from time to time;

**"You", "Your"** The Customer named on the contract of service at whose request We agree to provide the service under this contract and by whom the charges are payable;

**"Account"** means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

**"Affiliate"** means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

**"Agreement"** means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;

**"Business Day"** means any weekday other than a bank or public holiday in England;

**"Business Hours"** means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

**"Charges"** means the following amounts:

the amounts specified in the Contract of Service;

such amounts as may be agreed in writing by the parties from time to time; and

**"Control"** means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly);

**"Commencement Date"** means the date upon which the contract shall come into force on and with effect from the date the services commenced and were accepted by Vidicode UK Ltd;

**"Customer"** means the person or entity identified as such in Section 1 of the Contract of Service;

**"Customer Confidential Information"** means:

any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

was marked as "confidential"; or

should have been reasonably understood by the Company to be confidential; and

**"Customer Data"** means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

**"Customer Personal Data"** means Personal Data that is processed by the Company on behalf of the Customer in relation to the Agreement;

**"Documentation"** means the documentation for the Hosted Services produced by the Company and delivered or made available by the Provider to the Customer;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Hosted Services"** means hosted services, as specified in the Hosted Services Specification which will be made available by the Company to the Customer as a service via the internet in accordance with these Terms and Conditions;

**"Hosted Services Defect"** means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance

of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;

any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or

an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

**"Hosted Services Specification"** means the specification for the Platform and Hosted Services set out in the Contract of Service and in the Documentation;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Maintenance Services"** means the general maintenance of the Platform and Hosted Services and the application of Updates and Upgrades;

**"Minimum Term"** means, in respect of the Agreement, the period beginning on the Commencement Date;

**"Permitted Purpose"** means the purpose for which the software licence is meant to be used in accordance with the software developer's specification;

**"Data Protection Legislation"**

unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU)2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

**"Platform"** means the platform managed by the Company and used by the Company to provide the Hosted Services, including the application and database

software for the Hosted Services, the system and server software used to provide the Hosted Services;

**“Company”** means Vidicode UK Ltd Ltd registered office: 25 Abercorn Close, Croydon, CR2 8TG a company incorporated in England and Wales, registration number: 09716761 having its principal place of business at the address above.

**“Services”** means any services that the Company provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;

**“Contract of Service”** means an online order form published by the Company and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions;

**“Set Up Services”** means the configuration, implementation and integration of the Hosted Services in accordance with the Contract of Service;

**“Support Services”** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

**“Supported Web Browser”** means the current release from time to time of Microsoft Internet Explorer or Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

**“Terms and Conditions”** means all the documentation containing the provisions of the Agreement, namely the Contract of Service, the main body of these Terms and Conditions and the Schedules, including any amendments to that documentation from time to time;

**“Update”** means a hotfix, patch or minor version update to any Platform software; and

**“Upgrade”** means a major version upgrade of any Platform software.

## 2. Acceptance of Agreement

We will only be bound by this Contract when it has been signed by You and accepted by, and signed by, one of Our authorised representatives.

## 3. Date of Commencement

This Contract shall commence for each individual service on the date of connection, of each service, to the network.

#### **4. Length of the Contract**

1. The Contract shall come into force on and with effect from the date of acceptance by us stated on the contract ("Commencement Date") subject to the provisions of this Agreement. The minimum period of the contract is as per the term stated in the minimum period section of the contract of service. The contract will continue after its minimum period for a further 12 months, unless and until terminated by either party hereto giving at least three months' notice in writing by Recorded Delivery post to the other, expiring at the end of the original minimum period or on any subsequent 12-month anniversary thereafter.

2. If any services are requested by the customer to be added to the Customer's account following the signature of this contract or rate changes or tariff changes made the entire contract will automatically renew for a further 12 months or any other agreed term as stated in the Minimum Contract Term (in months) on the Contract of Service.

#### **5. Set-Up Services**

1. The Provider shall provide the Set-Up Services to the Customer.

2. The Provider shall use all reasonable endeavours to ensure that the Set-Up Services are provided

3. The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set-Up Services; and subject to Clause 20.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set-Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Terms and Conditions.

4. Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set-Up Services by the Company shall be the exclusive property of the Provider.

#### **6. Hosted Services**

1. The Company shall create an Account for the Customer and shall provide to the Customer login details for that Account upon the completion of the Set-Up Services.

2. The Company hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.

3. The licence granted by the Company to the Customer under Clause 6.2 is subject to the following limitations:

- the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer;
- the Hosted Services may only be used by the named users identified in the Contract of Service OR configuration document, providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein; and
- the Hosted Services must not be used at any point in time by more than the number of concurrent users specified in the Contract of Service.

4. Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by the Company to the Customer under Clause 6.2 is subject to the following prohibitions:

- the Customer must not sub-license its right to access and use the Hosted Services;
- the Customer must not permit any unauthorised person to access or use the Hosted Services;
- the Customer may use the Hosted Services to provide services to third parties with the Company's permission;
- the Customer may republish or redistribute any content or material from the Hosted Services with the provider's permission; and
- the Customer must not make any alteration to the Platform, except as permitted by the Documentation.

5. The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no

unauthorised person may gain access to the Hosted Services using an administrator Account.

6. The Customer must comply with Schedule 1 (Acceptable Use Policy) and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an administrator Account comply with Schedule 1 (Acceptable Use Policy).

7. The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

8. The Customer must not use the Hosted Services:

- in any way that is unlawful, illegal, fraudulent or harmful; or
- in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

9. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

10. The Company may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Company under the Agreement is overdue, and the Company has given to the Customer at least 30 days written notice following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

## **7. Maintenance Services**

1. The Company shall provide the Maintenance Services to the Customer during the Term.

2. The Company shall provide the Maintenance Services with reasonable skill and care.

3. The Provider shall provide the Maintenance Services in accordance with Schedule 2 (Maintenance SLA).

4. The Company may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Company under the Agreement is overdue, and the Company has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.



## 8. Support Services

1. The Company shall provide the Support Services to the Customer during the Term.
2. The Company shall provide the Support Services with reasonable skill and care
3. The Company shall provide the Support Services in accordance with Schedule 3 (Support SLA).
4. The Company may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Company under the Agreement is overdue, and the Company has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

## 9. Customer obligations

1. Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Company, or procure for the Company, such:
  1. co-operation, support and advice;
  2. information and documentation; and
  3. governmental, legal and regulatory licences, consents and permits, as are reasonably necessary to enable the Company to perform its obligations under the Agreement.
2. The Customer must provide to the Company, or procure for the Company, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under the Agreement.

## 10. Customer Data

1. The Customer hereby grants to the Company a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Company's obligations and the exercise of the Company's rights under the Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the



performance of the Company's obligations and the exercise of the Company's rights under the Agreement.

2. The Customer warrants to the Company that the Customer Data, when used by the Company in accordance with the Agreement, will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

3. The Company shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Company to restore the Hosted Services to the state they were in at the time the back-up was taken and shall retain and securely store each such copy for a minimum period of 30 days.

4. Within 2 Business Days following receipt of a written request from the Customer, the Company shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Company in accordance with Clause 10.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

## 11. No assignment of Intellectual Property Rights

Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

## 12. Charges

1. The Customer shall pay the Charges to the Company in accordance with these Terms and Conditions.

2. If the Charges are based in whole or part upon the time spent by the Company performing the Services, the Company must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Company any Charges in respect of Services performed in breach of this Clause 13.2.

3. All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value-added taxes, which will be added to those amounts and payable by the Customer to the Company.

4. The Company may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 2% over the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

### 13. Charges and Payment

1. Unless otherwise agreed in writing, payment for the Services shall be taken by direct debit or standing order within 30 days of the date of invoice, such invoice to be rendered once in each calendar month during the continuance of the Contract.

2. The price for the Services are as set out in our proposal. Prices may decrease at any time, such decrease to apply to all Services provided after the date of the decrease and to be reflected in the next invoice. We may increase our charges at any time upon giving 30 days' notice of any such increase, such increase shall take effect after the expiry of such notice. Upon notification of any such increase, the Customer may cancel the Contract immediately by giving notice in writing within 30 days of the date of the notice of the increase in charges.

3. Invoices for usage charges will be raised monthly in arrears or in such other form and manner as shall be agreed with you. Usage charges payable shall be calculated by reference to data recorded or logged by the Company and not by reference to any data recorded or logged by the Customer and such data shall, in the absence of manifest error be final and binding.

4. The time of payment shall be of the essence of the Contract.

5. interest will be charged on amounts outstanding 30 days after the date of invoice until payment in full is received, at a rate equal to 2 per cent per annum above the Bank of England base lending rate from time to time. Interest shall continue to accrue notwithstanding termination of the Contract.

6. All sums referred to in the Contract are stated exclusive of Value Added Tax and any other taxes of a similar nature which may from time to time be introduced

which shall (if applicable) to be charged by us and payable by you in the same manner as the usage charges.

7. The price for the Service shall be due in full in accordance with the terms of the Contract and the Customer shall not be entitled to exercise any set-off, lien or any other similar right or claim.

#### **14. Company's confidentiality obligations**

1. The Company will:

- keep the Customer Confidential Information strictly confidential;
- not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer OR no less onerous than those contained in these Terms and Conditions;
- use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Company uses to protect the Company's own confidential information of a similar nature, being at least a reasonable degree of care;
- act in good faith at all times in relation to the Customer Confidential Information; and
- not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

2. Notwithstanding Clause 15.1, the Company may disclose the Customer Confidential Information to the Company's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their duties with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

3. This Clause 15 imposes no obligations upon the Company with respect to Customer Confidential Information that:

- is known to the Company before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- is or becomes publicly known through no act or default of the Company; or

- is obtained by the Company from a third party in circumstances where the Company has no reason to believe that there has been a breach of an obligation of confidentiality.

4. The restrictions in this Clause 15 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

5. The provisions of this Clause 15 shall continue in force for a period of 5 years following the termination of the Agreement, at the end of which period they will cease to have effect.

## 15. Data Protection

1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Company is the data processor. Schedule 4 sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data.

3. Without prejudice to the generality of clause 16.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement.

4. Without prejudice to the generality of clause 16.1, The Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:

- process that Personal Data only on the written instructions of the Customer unless the Company is required by Data Protection Laws or any other applicable law; in such a case the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;

- ensure that it has in place appropriate technical and organisational measure, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - the Company has provided appropriate safeguards in relation to the transfer;
  - the data subject has enforceable rights and effective legal remedies;
  - Vidicode UK Ltd complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - Vidicode UK Ltd complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - assist the Customer, at the Customer'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;
  - notify the Customer without undue delay on becoming aware of a Personal Data breach;
  - at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
  - maintain complete and accurate records and information to demonstrate its compliance with this clause 16.

5. The Customer consents to the Company appointing a third-party processor of Personal Data under this agreement. The Provider confirms that it will enter with

the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 16.

6. Either party may, at any time on not less than 30 days' notice, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## 16. Warranties

1. The Company warrants to the Customer that:

- the Company has the legal right and authority to enter into this Agreement and to perform its obligations under these Terms and Conditions;
- the Company will comply with all applicable legal and regulatory requirements applying to the exercise of the Company's rights and the fulfilment of the Company's obligations under these Terms and Conditions; and
- the Company has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

2. The Company warrants to the Customer that:

- the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
- the Hosted Services will be free from Hosted Services Defects;
- the application of Updates and Upgrades to the Platform by the Company will not introduce any Hosted Services Defects into the Hosted Services;
- the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
- the Platform will incorporate security features reflecting the requirements of good industry practice.

3. The Company warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under English law.



4. The Company warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

5. If the Company reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, the Company may at its own cost and expense:

- modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- procure for the Customer the right to use the Hosted Services in accordance with these Terms and Conditions.

6. The Customer warrants to the Company that it has the legal right and authority to enter into this Agreement and to perform its obligations under these Terms and Conditions.

7. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

## **17. Acknowledgements and warranty limitations**

1. The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Company gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

2. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, the Company gives no warranty or representation that the Hosted Services will be entirely secure.

3. The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification, and the Company does not warrant or represent that the Hosted Services will be compatible with any other software or systems.



5. The Customer acknowledges that the Company will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Company does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

## 18. Limitation of Liability

1. The Company is not liable in contract, tort (including negligence) or otherwise for indirect loss of profits, business or anticipated savings, nor for any other indirect loss or damage or for any destruction of data.
2. Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.
3. The Company's aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Customer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed a sum equal to one month's billing for the Services by the Company based on the average billing for the Services over the previous 3 months or since the commencement of the Contract if the contract commenced within 3 months of the date of the claim concerned.
4. Nothing in these conditions shall impose any liability upon the Company in respect of any non-performance arising out of the Customers own acts, omissions, negligence or default.

## 19. Force Majeure Event

1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

- promptly notify the other, and
- inform the other of the period for which it is estimated that such failure or delay will continue.

3. A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 20. Termination of the Contract

1. Notwithstanding any other provision, either party may terminate this Contract with immediate effect by giving notice in writing to the other, in the event that:

- The other is in breach of any provision of this Contract and (where such breach is remediable) fails to remedy that breach within 30 days of a written notice from the non-defaulting party specifying the breach;
- The other party is subject to bankruptcy or insolvency proceedings or makes an arrangement with creditors or an assignment of their benefit.
- The Hire Agreement terminates for any reason.

2. Notwithstanding any other provision express or implied in these conditions, the Company (without prejudice to our other rights) may terminate the Contract with immediate effect in the event that:

- any licence under which the Customer has the right to run their telecommunication system and connect it to the company's system is revoked, amended or otherwise ceases to be valid; or
- the Customer fails to make any payment when it becomes due to us.

3. On termination of the Contract for any reason the Customer must pay the Company any outstanding usage charges for usage of the Services and calls up to the date of termination.

4. If the Contract is terminated for any reason the Customer must pay any early termination penalty fees for services and usage charges in accordance with clause 4.1

- Usage charges penalties will be calculated based on an average usage spend for the preceding 3 months prior to notice being given. The average monthly amount will be used to calculate the early termination charges (monthly amount x remaining number of months on contract in accordance with clause 4.1)

## 21. Notices

Notices given under this Contract must be in writing and may be delivered by hand, or first class post to the following addresses: (a) to Vidicode UK Ltd to the address given on the front of this contract or the address on the invoice which is sent to the Customer.

## 22. Subcontracting

1. The Company may subcontract any of its obligations under the Agreement.
2. The Company shall remain responsible to the Customer for the performance of any subcontracted obligations.
3. Notwithstanding any other provision of these Terms and Conditions, the Customer acknowledges and agrees that the Company may subcontract to any reputable third-party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

## 23. Assignment

1. The Customer hereby agrees that the Company may assign, transfer or otherwise deal with the Company's contractual rights and obligations under these Terms and Conditions.
2. The Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, providing that the Customer may assign the entirety of its rights and obligations under these Terms and Conditions to any Affiliate of the Customer or to any successor to all or a substantial part of the business of the Customer from time to time.

## 24. No waivers

1. No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

2. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

## **25. Severability**

1. If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

2. If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **26. Third-party rights**

1. This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

2. The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

## **27. Variation**

1. The Agreement may not be varied except in accordance with this Clause 28.

2. The Agreement may be varied by means of a written document signed by or on behalf of each party.

3. The Company may vary this Agreement by giving to the Customer at least 30 days' written notice of the proposed variation, providing that if the Company gives to the Customer a notice under this Clause 28.3, the Customer shall have the right to terminate the Agreement by giving written notice of termination at any time during the period of 30 days following receipt of the Company's notice.

## **28. Entire agreement**

1. The Contract of Service the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

2. Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

## **29. Law and jurisdiction**

1. These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales.

2. Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### 30. Interpretation

1. In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- any subordinate legislation made under that statute or statutory provision.

2. The Clause headings do not affect the interpretation of these Terms and Conditions.

3. In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

## Schedule 1 (Acceptable Use Policy)

### 1. Introduction

This acceptable use policy (the “Policy”) sets out the rules governing:

the use of the “Services”; and

the transmission, storage and processing of content by you, or by any person on your behalf, using the Services (“Content”).

References in this Policy to “you” are to any customer for the Services and any individual user of the Services (and “your” should be construed accordingly); and references in this Policy to “us” are to Vidicode UK Ltd (and “we” and “our” should be construed accordingly).

By using the Services, you agree to the rules set out in this Policy.

We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

## 2. General usage rules

You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

You must not use the Services:

in any way that is unlawful, illegal, fraudulent or harmful; or

in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must ensure that all Content complies with the provisions of this Policy.

## 3. Unlawful Content

Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

be libellous or maliciously false;

be obscene or indecent;

infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

infringe any right of confidence, right of privacy or right under data protection legislation;

constitute negligent advice or contain any negligent statement;

constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

be in contempt of any court, or in breach of any court order;

constitute a breach of racial or religious hatred or discrimination legislation;

constitute a breach of official secrets legislation; or

constitute a breach of any contractual obligation owed to any person.

You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

#### 4. Graphic material

Content must be appropriate for all persons who have access to or are likely to access the Content in question

Content must not depict violence in an explicit, graphic or gratuitous manner.

Content must not be pornographic or sexually explicit.

#### 5. Factual accuracy

Content must not be untrue, false, inaccurate or misleading.

Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

#### 6. Negligent advice

Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services.

Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

#### 7. Etiquette

Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

Content must not be liable to cause annoyance, inconvenience or needless anxiety.

You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.



You must not use the Services for the purpose of deliberately upsetting or offending others.

You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

You must ensure that Content does not duplicate other content available through the Services.

You must ensure that Content is appropriately categorised.

You should use appropriate and informative titles for all Content.

You must at all times be courteous and polite to other users of the Services.

## 8. Monitoring

You acknowledge that we do not actively monitor the Content or the use of the Services.

## 9. Data mining

You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

## 10. Hyperlinks

You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

## 12. Harmful software

The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

## Schedule 2 (Maintenance SLA)

## 1. Introduction

This Schedule 2 sets out the service levels applicable to the Maintenance Services.

## 2. Scheduled Maintenance Services

The Company shall where practicable, give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this Schedule 3.

The Company shall provide all scheduled Maintenance Services outside Business Hours.

## 3. Updates

The Company shall give to the Customer written notice of the application of any security Update to the Platform and at least 10 Business Days' prior written notice of the application of any non-security Update to the Platform.

The Company shall apply Updates to the Platform as follows:

third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that the Company may reasonably decide not to apply any particular third party security Update;

the Company's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and

other Updates shall be applied to the Platform in accordance with any timetable notified by the Company to the Customer or agreed by the parties from time to time.

## 4. Upgrades

The Company shall produce Upgrades as required during the Term.

The Company shall give to the Customer at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform.

The Company shall apply each Upgrade to the Platform within any period notified by the Company to the Customer or agreed by the parties in writing.

## Schedule 3 (Support SLA)

### 1. Introduction

This Schedule 3 sets out the service levels applicable to the Support Services.

### 2. Helpdesk

The Company shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 3.

The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

The Company shall ensure that the helpdesk is accessible by telephone, email and using the Company's web-based ticketing system.

The Company shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term. In addition, the Company shall provide a special telephone number for the Customer to report critical issues outside of Business Hours where out of hours support is provided in the contract.

The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

### 3. Response and resolution

Issues raised through the Support Services shall be categorised as follows:

critical: the Hosted Services are inoperable or a core function of the Hosted Services is unavailable;

serious: a core function of the Hosted Services is significantly impaired;

moderate: a core function of the Hosted Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Hosted Services is significantly impaired; and

minor: any impairment of the Hosted Services not falling into the above categories, and any cosmetic issue affecting the Hosted Services.

The Company shall determine, acting reasonably, into which severity category an issue falls.

The Company shall use all reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:

critical: 1 Business Hour;

serious: 4 Business Hours;

moderate: 1 Business Day; and

minor: 5 Business Days.

The Company shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

The Company shall use all reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

critical: 4 Business Hours;

serious: 8 Business Hours;

moderate: 4 Business Days; and

minor: 10 Business Days.

#### 4. Provision of Support Services

The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

#### 5. Limitations on Support Services

The Company shall have no obligation to provide Support Services in respect of any issue caused by:

the improper use of the Hosted Services by the Customer; or

any alteration to the Hosted Services made without the prior consent of the Company.

## Schedule 4: Fair Processing Notice

## 1. Scope

This notice applies to all data subjects whose data is processed by Vidicode UK Ltd.

Vidicode UK Ltd of 25 Abercorn Close, Croydon, CR2 8TG is the Data Processor.

Telephone number: 020304881498

Email: [info@vidicodeuk.com](mailto:info@vidicodeuk.com)

## 2. Responsibilities

All employees of Vidicode UK Ltd who interact with data subjects are also required to ensure that this notice is brought to the attention of all data subjects, securing their consent for the processing of their personal data.

The Data Protection Officer ("DPO") is responsible for ensuring that all potential data subjects have sight of this notice prior to the collection and/or processing of their personal data by Vidicode UK Ltd.

## 3. Fair Processing Notice

Vidicode UK Ltd will use the personal data collected from you for the following purposes:

To fulfil our obligations under the contract of service including but not limited to providing support on products and sending monthly bills.

Perform day to day management of the account.

Assess and report on the credit-worthiness of customers or potential customers.

Receive, manage and resolve general queries, quotes requests and complaints.

To provide updates on existing and new products and services.

Updates on Vidicode UK Ltd corporate profile.

Providing information on relevant legislation and the possible impact on your business.

Information to assist in the prevention and detection of fraud.

For marketing use, whether currently or in the future.

You hereby confirm that you are consenting to Vidicode UK Ltd's use of your personal data for the aforementioned purposes(s) and are granting Vidicode UK Ltd permission to carry out those actions and/activities.

You may withdraw your consent at any time by notifying Vidicode UK Ltd

What is Personal Data?

The EU's General Data Protection Regulation ("GDPR") defines "personal data" so far as it continues to be applicable in the UK as:

"any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person".

The GDPR classifies certain data as belonging to "special categories", as follows:

Racial origin;

Ethnic origin;

Political opinions;

Religious beliefs;

Membership to a trade-union;

Genetic data;

Biometric data;

Health data;

Data concerning a natural person's sex life;

Sexual orientation; and

Other.

When Vidicode UK Ltd requests sensitive data from data subjects, it is required to confirm why the information is required and how it will be used.



The GDPR requires that consent is provided by the data subject for all types of personal data, including those pertaining to the special categories set out above and otherwise. Consent must be explicitly provided.

Vidicode UK Ltd need to collect and store personal data?

Vidicode UK Ltd is committed to ensuring that all personal information collected and processed is appropriate for the stated purpose(s) and shall not constitute an invasion of your privacy. We may share your personal data with third-party service providers who are contracted by us and we shall ensure that they will hold your personal data securely and shall use it only in order to fulfil the service for which they are contracted. When there is no longer a service need, or the contract comes to an end, the third party will dispose of all personal data according to our procedures. We will never share your personal data with third parties unless we are required do so by law.

How Vidicode UK Ltd uses your information

We shall never be intrusive or invasive of your personal privacy and shall not ask you to provide data that is irrelevant or unnecessary and we will enact strict measures and processes to ensure that the risk of unauthorised access or disclosure of your personal data is minimised as much as possible.

Vidicode UK Ltd will process your data (i.e. collect, store and use) according to the requirements of the GDPR at all times and shall endeavour to keep your personal data up-to-date, ensuring its accuracy and will not keep it for longer than it is required. In some situations, there are set legal requirements for the length of time that Vidicode UK Ltd will retain your personal data but usually, Vidicode UK Ltd will use its discretion, ensuring that personal data is not kept outside of our usual business requirements.

We will only use your personal data for the following purposes:

To fulfil our obligations under the contract of service including but not limited to providing support on products and sending monthly bills.

Perform day to day management of the account.

Assess and report on the credit-worthiness of customers or potential customers.

Receive, manage and resolve general queries, quotes requests and complaints.

To provide updates on existing and new products and services.



Updates on Vidicode UK Ltd corporate profile.

Providing information on relevant legislation and the possible impact on your business.

Information to assist in the prevention and detection of fraud.

For marketing use, whether currently or in the future.

You hereby confirm that you are consenting to Vidicode UK Ltd's use of your personal data for the aforementioned purposes(s) and are granting Vidicode UK Ltd permission to carry out those actions and/activities.

You may withdraw your consent at any time by emailing [info@vidicodeuk.com](mailto:info@vidicodeuk.com).