

Glemnet Limited

## Terms and Conditions

### Definitions

In these conditions (unless the context otherwise requires):

“We”, “Us” “Our” means Glemnet Ltd, Unit 1, 2 Thayers Farm Road, Beckenham, Kent. BR3 4LZ 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;

“End User” and “Customer” means the person or company identified as such in the contract of service;

“Carrier”, “Network Provider” means a licensed public switched telecommunications provider;

“Equipment or Glemnet Equipment or BT Equipment” means any device that has been placed on site by Glemnet or BT or anyone acting on Glemnet’s behalf that is used to connect the services at the customer site including but not limited to routers, telephone systems, IP phones, wireless devices or any other hardware/software used for the provision of the Service;

“Agreement” means a contract between the parties incorporating these terms and conditions, and any amendments to that contract from time to time;

“Acceptable Use and Traffic Management Policy” means the acceptable use of the service;

“The Act” means the Telecommunications Act 1984 and any amendments, modifications, re-enactments or replacements of the Act that may be made from time to time;

“BT” means British Telecommunications plc also known as Openreach BT of 81 Newgate Street, London EC1A 7AJ registered in England No. 1800000;

“BT Network” means BT’s public switched telecommunications network;

“Network” means the network on which your services are provided and your calls are carried;

“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;

“Contract” means the contract between you and us for the services set out in the contract of service and incorporating the terms and conditions set out herein;

“Usage” means the usage of the service by the Customer;

“Rental or Service charge” means the fixed recurring charge on each product or service;

“Failure of the Service” means the continuous total loss (due to a fault on the BT Network or any other network) or the ability to make or receive calls, or the continuous total loss of a related service;

“Line” means a connection to the Network;

“Service Provider”, “Supplier” means Glemnet Ltd;

“the Services” means any services to be supplied by Us to the Customer or has an obligation to provide to the Customer, under these Terms and Conditions;

“Operational Service Date” means the date when the Service is first made available for use to an End User at a Site.

“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 Glemnet Ltd;

“Site” means a place at which Glemnet agrees to provide the Service;

“Data Protection Legislation”

(i) 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 up dated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Words in the singular shall include the plural and vice versa, references to any gender shall include the other and reference to legal persons shall include natural persons and vice versa.

1.1 The headings in these conditions are intended for reference only and shall not affect their construction.

## 2. General

2.1 These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by you to us and the provisions to these conditions shall prevail, unless expressly varied in writing and signed by a director on our behalf. Where we specifically agree terms with you in writing those terms shall prevail over any conflicting terms in these conditions.

2.2 Any concession made or latitude allowed by us to you shall not affect our strict rights under the Contract.

2.3 If in any particular case any of these conditions shall be or be held to be invalid or shall not apply to the Contract the other conditions shall continue in full force and effect.

## 3. 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. We are under no obligation to provide You with a copy of this Contract when signed by Us.

## 4. Length of the Contract

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

4.2 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.

4.3 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 special arrangements section on the second page of this document.

## 5. Provision of the Service

5.1 Glemnet Ltd will provide the End User the Service under the terms of this Contract.

5.2 Glemnet Ltd will provide the Service with the reasonable skill and care of a competent communications service provider, including determining how best to provide the Service at any Site.

5.3 Glemnet Ltd will use reasonable endeavours to provide the Service by the dates agreed with the Customer but all dates are estimates and Glemnet Ltd has no liability for any failure to meet those dates.

5.4 Subject always to paragraph 5.2 above, Glemnet Ltd will use reasonable efforts to provide uninterrupted Service to the end user. From time to time faults may occur which Glemnet Ltd will liaise with BT or the network provider to repair in accordance with the fault repair service.

5.5 If appropriate, you authorise us, our agents, employees or other authorised personnel, to reprogram and/or install access equipment, in order to provide the Services.

5.6 Activation of Broadband Service. Before being able to activate the Service, Glemnet Ltd will:

(a) verify that your premises are in an area in which the Service is available; and carry out a line test

(b) Occasionally it will not be possible to establish whether the Service can be activated until after the service is installed at your premises.

(c) If the Service cannot be activated Glemnet Ltd will notify you as soon as possible and this Agreement will be cancelled, and any charges made will be repaid to you. Glemnet may propose an alternative service (e.g. a lower bandwidth line), if you prefer to accept the alternative instead of cancellation you will need to confirm that within 5 calendar days.

(d) If Glemnet Ltd is unable to activate the Service due to your act or omission or due to incorrect information being provided by You, Glemnet Ltd reserves the right to charge you for costs incurred by Glemnet from network provider.

(e) Occasionally visits to your premises will be required. These visits are sometimes carried out by BT. Glemnet Ltd will liaise with you to arrange the timing of these appointments. It is also possible that BT may contact you directly in relation to the appointment.

(f) During activation of the Service you may temporarily lose the use of your other communications services.

(g) If you require a static IP address you will need to specify this in your Order. If you do not specify this requirement you will receive either a dynamic or a static IP address at our discretion.

## 6. Equipment supplied by Glemnet or an authorised third-party supplier of Glemnet (including BT)

6.1 All Equipment supplied by Glemnet or supplied by an authorised third-party supplier of Glemnet remains the property of Glemnet Ltd at all times.

6.2 If Glemnet or an authorised third-party supplier needs to install Equipment at a Site to enable Glemnet to provide the Service the End User will use reasonable endeavours to procure that prior to installation:

- (a) prepare the Site in accordance with Glemnet's reasonable instructions, if any;
- (b) make available a suitable place and conditions for the Glemnet Equipment;
- (c) provide at no charge to Glemnet sufficient electricity to power the Glemnet Equipment; and
- (d) agree to restore the condition of the Site including any re-decorating that may be required after installation is completed.

6.3 The End User is responsible for Glemnet Equipment and must not add to, modify, carry out any maintenance on or in any way interfere with the Equipment nor allow anyone else, (other than someone authorised by Glemnet Ltd) to do so. The End User will be liable to Us for any loss of or damage to the Equipment, except where such loss or damage is caused by Glemnet Ltd, or anyone acting on Our behalf.

6.4 For any equipment supplied under the Contract by Glemnet Ltd:

- (a) risk passes and acceptance takes place at the time of delivery;
- (b) title in equipment passes to the Customer on payment of the charges as detailed in the Charges Schedule at which point the equipment becomes Customer Equipment, however title in any equipment supplied without charge remains with Glemnet Ltd;
- (c) until title passes the Customer undertakes not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the equipment in any way;
- (d) Glemnet Ltd does not guarantee the continuing availability of any equipment. Glemnet Ltd reserves the right to add to, substitute or to discontinue equipment.

6.5 If the Customer does not wish to use Glemnet Ltd provided equipment with the Service, the Customer can connect its own equipment once Glemnet Ltd has proved the Service to be working. The Customer is responsible for ensuring that its equipment is compatible with the Service.

Glemnet Ltd makes no warranty that the Service will interoperate properly with equipment supplied by You.

## 7. Connection of Equipment to the Service

7.1 Any equipment connected to or used with the Service must be connected and used in accordance with any published instructions and any safety or security procedures applicable to the use of that equipment.

7.2 Any equipment which is attached (directly or indirectly) to the Service must be approved or compliant with any relevant legislation.

## 8. Access and Site Regulations

8.1 To enable Glemnet Ltd to carry out its obligations under this Contract, the Customer will use its reasonable endeavours to make arrangements with the site to provide Glemnet and or BT employees, and anyone acting on Glemnet's behalf, who produces a valid identity card, with access to any Site and any other premises outside Glemnet or BT's control, at all reasonable times. Glemnet or BT will normally only require access during Normal Working Hours but may, on reasonable notice, require the Customer to provide or make arrangements with the end user to provide access at other times. Any work carried out of hours must be agreed in advance and is subject to an additional charge.

8.2 Glemnet employees and anyone acting on Glemnet's behalf will observe the End User's reasonable Site regulations. In the event of any conflict between the Site regulations and these Conditions, these Conditions will prevail.

8.3 The End User will provide a suitable and safe working environment for Glemnet employees and anyone acting on Glemnet's behalf.

8.4 If you request maintenance or repair work which is found to be unnecessary or caused by end user error and or damage, you may be charged for the work and the costs incurred.

8.4.1 If the work is urgently required to restore service work may be carried out without prior notification of additional charges.

8.4.2 We will, where possible, give notice that work is considered unnecessary prior to completion or raising charges.

## 9. Acceptable Use of the Service and Traffic Management Policy

9.1 This Acceptable Use Policy as detailed in Appendix 1 sets out clearly the rules which apply to use of our communication services including your responsibilities, and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Services.

## 9.2. Responsibilities

You are responsible for your actions on our network and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

## 10. Allocation and use of Telephone Numbers

10.1 In the event that the Service Provider allocates any telephone numbers to the Customer for the purpose of providing the Services the Customer acknowledges that it shall not acquire any legal, equitable or proprietary right to any such numbers and the Service Provider shall be entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the Customer reasonable written notice.

10.2 For the avoidance or doubt, any and all intellectual property rights in any such telephone number shall at all times, as between the Service Provider and the Customer, remain vested in the Service Provider.

## 11. Suspension of Service by Us

11.1 We may at our sole discretion upon giving you written notice elect to suspend forthwith provision of the Services until further notice without compensation on notifying you either orally (confirming such notification in writing) or in writing in the event that:

(a) We are entitled to terminate this agreement or

(b) We are obliged to comply with an order, instruction or request of the UK Government, an emergency services organisation, the provision of communications services or the establishment of networks or any information provided across them or other competent administrative authority.

(c) We need to carry out any emergency works to the network or any equipment installed at your premises by us for the purpose of providing the services.

11.2 Where any suspension of the Services is implemented as a consequence of your breach, fault or omission (but not otherwise), you shall reimburse us for all costs and expenses incurred by our implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.

11.3 If we exercise our right to suspend the services this shall not restrict our right to terminate the Contract.

## 12. Charges and Payment

12.1 Unless otherwise agreed in advance and in writing, you agree to pay for the Services by direct debit within fourteen days of the date of our invoice, such invoice to be rendered once in each calendar month during the continuance of the Contract.

12.2 You shall pay the price for the Services as set out in our proposal. We shall be entitled to decrease our prices at any time, such decrease to apply to all Services provided after the date of the decrease and to be reflected in our next invoice. We shall be entitled to increase our charges at any time and shall give you 30 days' notice of any such increase, such increase shall take effect after the expiry of such notice. Upon notification of any such increase you shall be entitled to cancel the Contract immediately by giving to us notice in writing within 30 days of the date of our notice of the increase in the charges.

12.3 We shall prepare and send invoices by email for usage and rental charges each calendar month. Usage charges are charged in arrears and rental charges in advance or in such other form and manner as shall be agreed in advance and in writing with You. Usage and rental charges payable shall be calculated by reference to data recorded or logged by us and not be reference to any data recorded or logged by you and such data shall, in the absence of manifest error be final and binding.

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

12.5 Without prejudice to any other rights it may have, we are entitled (both before and after any judgement) to charge daily interest on amounts outstanding 14 days after the date of our invoice until payment in full is received, at a rate equal to 2 per cent per annum above the National Westminster Bank plc base lending rate as current from time to time. Interest shall continue to accrue notwithstanding termination of the Contract.

12.6 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.

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

12.8. Bundled Minutes Terms & Conditions and Fair Usage Policy (only applies if the contract of service states bundled minutes included with the License/Seat rental)

12.8.1 A Fair Usage Policy of 2000 minutes per Hosted license/seat applies. Calls outside of this fair usage policy will be charged at standard rates



12.8.2 Telephones should be used for all calls, not least cost routed for free calls only and Glemnet will monitor usage patterns to this effect and reserve the right to withdraw the offer to any client misusing the service.

12.8.3 UK Landlines include all calls to 01, 02 and 03 numbers.

12.8.4 UK Mobiles include only the main 5 providers these being 02, Vodafone, Three, Orange, T-Mobile and EE. UK mobile calls to any other providers are not included.

12.8.5 EU Landlines include all geographic landline calls to Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK. They do not include calls to Non-Geographic numbers, mobile or premium numbers in these destinations. US Calls include all calls to Mainland US, landline and mobile. They do not include calls to Alaska or Hawaii.

### 13. Termination of the Contract

13.1 Notwithstanding any other provision of these conditions, either we or you (without prejudice to its other rights) may terminate the Contract with immediate effect by giving notice in writing to the other, in the event that:

- (a) The other is in breach of any provision of the Contract and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying the breach;
- (b) The other is subject to bankruptcy or insolvency proceedings which shall mean bankruptcy becoming insolvent, making any composition or arrangement with creditors or an assignment of their benefit, any execution, distress or seizure;
- (c) The Hire Agreement terminates for any reason.

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

- (a) any licence under which you have the right to run your telecommunication system and connect it to our system is revoked, amended or otherwise ceases to be valid; or
- (b) you fail to make any payment when it became due to us.

13.3 On termination of the Contract for any reason you must pay us any outstanding usage charges for your usage and rental of the Services up to the date of termination or transfer of the Services.

## 14. Matters beyond Reasonable Control

14.1 Neither we nor you shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation any act of god, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public communication operators or other competent authority, production or supply of service by third parties.

14.2 No liability for loss of profits and data

14.3 We shall not be liable for any costs, claims, damages or expenses arising out of our negligence or our breach of contract or statutory duty calculated by reference to your loss of profits or income or productions or by reference to the accrual of any such costs, claims, damages or expenses on a time basis.

14.4 We shall not be liable for any costs, claims, damages or expenses arising as a result of our negligence or for our breach of contract or statutory duty calculated by reference to any loss of anticipated savings or profits whatsoever or for the corruption or destruction of data.

14.5 Unauthorised Usage

14.5.1 The Customer will be liable for all charges incurred for the use of the Services, irrespective of whether the Services have been used by the Customer, its employees, agents or representatives and any unauthorised Third Party. This includes all charges for usage from a third party who has successfully "hacked" into the customer's equipment and fraudulently used the service.

14.5.2 The Customer is responsible for:-

- (a) Preventing unauthorised use of the Services;
- (b) Maintaining the security of all systems, network elements and equipment within it's (or its employees', agents' or contractors') control; and
- (c) Maintaining (and ensuring that each of its authorised users maintains) the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing or using the Services or any systems, network elements or equipment.

14.5.3 Without limiting clause 14.5.3, the Customer will (or will ensure that appropriately qualified third parties will) put in place and comply at all times with the following security measures:

- (a) Ensure that all communications equipment is regularly maintained and the latest manufacturer software upgrades implemented;

(b) New passwords must be set up by the Customer and its employee's in accordance with the manufacturer's advice and changed from default passwords upon the service being connected;

(c) All passwords used on the communications systems, handsets, voicemail access, routers and computers are to be kept strong and changed on a regular basis and are in accordance with the manufacturer's or supplier's instructions; and

(d) If an employee leaves the employment of the customer all passwords must be changed.

14.5.4 The Customer will notify Glemnet Ltd immediately, by email to [fraud@glemnet.com](mailto:fraud@glemnet.com) or by phoning 0208639 0230 during Monday – Friday 9-5pm or to 0208 639 0239 at any other time, if they are concerned that their equipment is being used for any illegal, fraudulent or unauthorised use of the Services. On receipt of such a notice, Glemnet Ltd shall use reasonable efforts to suspend or prevent such use by the Unauthorised Third Party pursuant to clause 14.5.4.

14.5.5 Glemnet Ltd will endeavour to notify the customer using the most expedient means available of any fraudulent activity however we can offer no guarantee or contractual obligation in relation to the detection of fraud.

14.5.6 Glemnet Ltd will be entitled to suspend or terminate the provision of the Services (excluding access to the emergency services) upon receiving the notice required from the Customer under clause 14.5.4 Glemnet Ltd will lift its suspension or recommence its provision of the Services within a reasonable timescale after the Customer demonstrates to Glemnet's, reasonable satisfaction that appropriate technical, organisational, security or other measures have been put in place to prevent any further unauthorised use of the Services. The Customer will remain liable for the payment of the charges for the Services whilst the Service is suspended or terminated in accordance with this clause 14.5.6.

14.5.7 Where the Supplier has the right to suspend or terminate the Services under clause 14.5.6 and the conditions in which the Supplier is required to lift its suspension or recommence its provision of the Services under clause 14.5.6 have not been met within [30] days' of the date on which the Supplier has received the relevant notice under 14.5.4, the Supplier will be entitled to terminate this agreement immediately or on such other notice as the Supplier may consider appropriate in the circumstances.

## 15. Cancellation

The End User may cancel the Service at any time before the Operational Service Date. If the End User cancels the Service it must pay Glemnet Ltd for any work done or money spent in getting ready to provide the Service at a Site. Glemnet Ltd will take reasonable steps to mitigate the amount of such costs.

## 16. Representations

16.1 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

## 17. Data Protection

17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Glemnet is the data processor. Schedule 1 sets out the scope, nature and purpose of processing by Glemnet, the duration of the processing and the types of personal data.

17.3 Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Glemnet for the duration and purposes of this agreement.

17.4 Without prejudice to the generality of clause 17.1, Glemnet shall, in relation to any Personal Data processed in connection with the performance by Glemnet of its obligations under this agreement:

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

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 );

(c) ensure that all personnel who have access to and/ or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or Glemnet has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) Glemnet complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) Glemnet complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) 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;

(f) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(g) 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

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 17.

17.5 The Customer consents to Glemnet 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 17.

17.6 Either party may, at any time on not less than 30 days' notice, revise this clause 17 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).

## 18. Limitation of Liability

18.1 Glemnet Ltd 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.

18.2 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.

18.3 Our aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to an in no circumstances shall exceed a sum equal to one month's billing for the Services by us to you based on the average billing for the Services by us to you 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.

18.4 Nothing in these conditions shall impose any liability upon us in respect of any non-performance or Services which are not performed in accordance with Contract arising out of your own acts, omissions, negligence or default.

## 19. Confidentiality

19.1 Neither we nor you shall whilst the Contract is in force or thereafter disclose any of the other's confidential information nor any details of the other's commercial or technical activities or policy except insofar as is strictly necessary for fulfilling its obligations hereunder and except for any disclosure required by statute or law and save for information which is or subsequently enters the public domain.

## 20. Assignment and sub-contracting

20.1 We may assign the Contract with you or sub contract the whole or any part of the performance of the Services to any person, firm or company without your prior written consent. Any Personal Data passed to the sub-contractor will be subject to the provisions of clause 17.

20.2 You shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the Contract without our prior written consent.

## 21. Entire Agreement

21.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

21.2 The parties acknowledge and agree that:

(a) the parties have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it;

(b) in connection with this Contract the party's only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.

21.3 The provisions of paragraphs 21.1 and 21.2 shall not affect the parties rights or remedies in relation to any fraud or fraudulent misrepresentation.

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

## 22. Notices

Notices given under this Contract must be in writing and may be delivered by hand, or first-class post to the following addresses:

GlemNet Ltd to the address given on the front of this contract or the address on the invoice which is sent to the customer.

## 23. Severability

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted. This Contract is governed by the law of England and Wales.

## Schedule 1: Fair Processing Notice

### 1. Scope

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

Glemnet Ltd of Unit 1, 2 Thayers Farm Road, Beckenham, Kent, BR3 4LZ is the Data Processor. Telephone number: 0208 639 0230 Email: [info@glemnet.com](mailto:info@glemnet.com)

### 2. Responsibilities

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 Glemnet Ltd.

All employees of Glemnet 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.

### 3. Fair Processing Notice

Glemnet 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 Glemnet 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 Glemnet Ltd’s use of your personal data for the aforementioned purposes(s) and are granting Glemnet Ltd permission to carry out those actions and/activities.

You may withdraw your consent at any time by reading our Right to Withdraw Consent Procedure 92017-I and then by emailing [info@glemnet.com](mailto:info@glemnet.com).



#### 4. What is Personal Data?

The EU's General Data Protection Regulation ("GDPR") defines "personal data" 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.

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.

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

#### 5. Why does Glemnet Ltd need to collect and store personal data?

Glemnet 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 until we have received your consent, unless we are required do so by law.

#### 6. How Glemnet Ltd uses your information

Glemnet 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 Glemnet Ltd will retain your personal data but usually Glemnet Ltd will use its discretion, ensuring that personal data is not kept outside of our usual business requirements.

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.

- 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 requests, queries, complaints and claims. To provide updates on existing and new products and services.
- Updates on Glemnet 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.

## Appendix 1 – Acceptable Use and Traffic Management Policy

### 1. Policy

This Acceptable Use Policy sets out the rules which apply to use of our communication services including your responsibilities, and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Services.

### 2. Responsibilities

You are responsible for your actions on our network and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, You agree that you will not use, attempt to use or allow your Internet Service to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the use of our Services, Network or systems;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;

- compromise the security or integrity of any network or system including our Network;
- deliberately access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in this policy, or overload any network or system including our Network and systems;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other User without their consent;
- tamper with, hinder the operation of or unauthorised modifications to any network or system; or aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

### 3. SPAM

Also, known as junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email or SMS messages to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email or SMS from the sender.

Email or SMS sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam. Spamming is not only harmful because of its negative impact on consumer attitudes toward Glemnet, but also because it can overload Glemnet's network and disrupt service to Glemnet subscribers.

As a user of a Glemnet service platforms you must comply with any regulation in force that covers direct marketing regulations if you are sending communications to large multiple lists of users.

In the absence of positive, verifiable proof to the contrary by a User, Glemnet will consider complaints by recipients of emails or SMS messages to be conclusive that the recipient did not subscribe or otherwise request the email(s) or SMS about which a complaint was generated.

#### 4. Excessive use

You must use your Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems. If Glemnet determines that excessive bandwidth, disk space utilisation or high CPU loads are adversely affecting Glemnet's ability to provide service to other users, Glemnet may take immediate action. Glemnet will attempt to notify the account owner as soon as possible.

#### 5. Reasonable Use

Where a data service is specified as Un-metered or Un-limited use reasonable usage is considered to be within 500 GB per month where this usage is exceeded Glemnet reserves the right to apply policies in traffic management to limit or restrict the usage above this level or to terminate the Users access to the Services if the limits continue to be exceeded after notification to the User.

#### 6. Illegal Use

The Glemnet network may only be used for lawful purposes. For example, Users may not use the Glemnet Network to create, transmit, distribute, or store content that:

- violates a trademark, copyright, trade secret or other intellectual property rights of others,
- violates export control laws or regulations,
- violates the privacy, publicity or other personal rights of others,
- impairs the privacy of communications,
- contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by Glemnet,
- encourages conduct that would constitute a criminal offense or give rise to civil liability,
- constitutes deceptive online marketing,
- causes technical disturbances to the Glemnet Network, its affiliated networks, or the network used by Users to access the Email service., or
- violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or

- assists, encourages or permits any persons in engaging in any of the activities described in this section. If the Client becomes aware of any such activities, the Client is obligated to immediately notify Glemnet and take all other appropriate actions to cause such activities to cease.

#### 7. Consequences of Unacceptable Use

Glemnet reserves the right to suspend or terminate User's access to the Services upon notice to the Client of a violation of this policy. If Glemnet believe that the policy has been breached or the integrity of the network and/or the performance of others users are at risk, then Glemnet will contact the Client with notice of its intent or to notify the User of the breach of the policy.

#### 8. Broadband Traffic Management Policy

We undertake traffic management to ensure that our Clients and Users receive optimum performance at all times. The policy applied is as follows:-

Traffic management

Our broadband products are subject to traffic management to ensure you receive optimum performance at all times. Like other providers we deliver broadband service over a shared network. To provide a sustainable quality broadband service to all our customers we have to manage the network.

The principles of our network management policies are:

- To make sure that time-critical applications like Voice over Internet Protocol (VoIP) are always prioritised