

# **Terms & Conditions for Maytech Services on G-Cloud 13**

**Version 1.0**

April 2022

## The Contract

### 1. Who We Are

We are Maytech Communications Limited, 40 Gracechurch Street, London, EC3V 0BT, United Kingdom.

### 2. Who You Are

You are the individual person, partnership, limited company or other legal entity that has asked us to supply services to you and/or your authorised users.

### 3. The Services

3.1 The Services available from us include but are not limited to business to business data transfer, storage, archiving, custom solution design and development based on the Maytech platform and associated peripheral services including encrypted transfers, virus checking and management automations, together with helpdesk services as described on our website and additional ancillary services such as training, consultancy, file transfer assessment and admin as a service.

3.2 The Services will be provided to you and your authorised users via the Internet and are referred to by us collectively as “the Services” regardless of whether you use one or several of our services. All use of the Services is subject to these terms and conditions.

3.3 From time to time we may provide or make available additional services either specifically to you or to our customers generally; all such additional services will be deemed to be part of the Services and be subject to these terms and conditions. This provision applies regardless of whether the additions to the Services are provided free of charge or are chargeable.

3.4 The Services are subject to our Acceptable Use Policy (AUP); please see paragraph 13 below.

### 4. When the Contract Starts

You can sign up for any of the Services either by telephone on 1-800 592-1906 in the USA and Canada or +44 (0)1892 861 222 from elsewhere or online at <https://www.maytech.net>. When you have done this, this contract (as set out in these terms and conditions) starts.

### 5. Our Commitment to You

When we provide the Services to you we promise to use the reasonable skill and care of a competent provider of such service or services.

## Providing The Services

### 6. Keeping The Services Secure

6.1 When you sign up for the Services you may choose one or more logins and passwords or we may issue you with logins and passwords. These are essential for your secure use of the Services so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions.

6.2 If we think there is likely to be a breach of security or misuse of any of the Services we may:

(a) change any one or more of your passwords and/or

(b) suspend any one or more username and password access to any of the Services (please also see paragraph 17).

In both cases we will notify you within a reasonable time of the action we have taken.

6.3 If you think that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, you must immediately either disable the username and/or password or inform us so that we may take such action as we consider appropriate.

6.4 If any of the information you give to us when you sign up for any and all of the Services changes, including any changes to your payment details, you must inform us at the earliest opportunity.

### 7. Things We May Have To Do

7.1 We may need to suspend the Services temporarily for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before we do we will give you as much notice as we can. We undertake to restore the Services as soon as possible after any suspension.

7.2 We may have to alter access arrangements or technical specifications associated with the Services for operational reasons; where we need to tell you about this we will give you as much notice as we can. The technical specification will only be changed where this will not adversely affect the performance of the Services.

### 8. Repairing Faults and Help Desk

8.1 Although we attempt to provide you with the best possible quality of service, we cannot guarantee that the Services will never be faulty. However, we will correct all reported faults as soon as we reasonably can. Our core systems are supported and maintained 24 hours per day every day of the year.

8.2 Our normal operating hours for fault repair and help desk service for all customers are 08.00 hours to 23.00 hours GMT Mondays to Fridays, excluding public holidays.

The email address to use is [support@maytech.net](mailto:support@maytech.net) and the contact telephone number is 1 800 592 1906 for the USA and Canada or +44 (0) 189 286 1222 from elsewhere.

8.3 If your selected plan includes enhanced help desk and support services or you purchase our Premium Care Package you will be advised separately of the nature and extent of the services, including hours of operation and any alternative contact arrangements.

## Obligations

### 9. Paying Our Charges

9.1 You must pay the charges for the Services. These charges are set out on our website under the appropriate heading or headings. Except where the price list expressly states otherwise, all prices are shown exclusive of any sales tax, value added tax (VAT) or any other taxes or levies that we may be obliged to charge you. This price list is part of this contract.

9.2 We will begin charging you for each of the Services on the date that the relevant service is made available for you to use.

9.3 You will have to pay the charges within 28 days of the date of our invoice or as otherwise agreed in writing. We may charge daily interest on late payments at a rate of 1.5% per calendar month pro rata.

9.4 You acknowledge that you may be subject to our credit management procedures and that we may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.

9.5 We may, at our sole discretion, increase the charges no more than once every calendar year in line with the increase in the most recent published version of the Retail Price Index (or any equivalent official index replacing it) since the last such increase in our charges (the "RPI Increase"). The RPI Increase will not constitute an amendment to this contract or allow you to terminate or cancel it.

### 10. Users and Volume

10.1 You may set-up as many authorised user accounts for the Services as is permitted by your contract.

10.2 The amount of disk space you may use is as permitted by your contract.

10.3 You may pass through the Services any volume of data at any rate that we consider to be reasonable having regard to the amount of storage and number of user IDs you have selected.

10.4 If you use the Services for high volume automated workflow purposes or similar you will need to upgrade to one of our high-volume plans or agree bespoke terms with us; such high volume use will identify you as a high-volume user.

10.5 We will advise you if, at any time, we consider you to be a high-volume user; we will also advise at that point what options are open to you. The options will include but not necessarily be limited to:

- (a) You reducing the volume and/or rate of the data you pass through the Services to a mutually acceptable level;
- (b) You upgrading to one of our high-volume plans or a bespoke contract;
- (c) You ceasing to use the Services.

10.6 Although we will work with you to agree a mutually acceptable high-volume user plan, the final decision of what use you may make of the Services and on what terms rests with us in our unfettered discretion.

## 11. No Mass Distribution

11.1 The Services are not provided for use as a content delivery network or any form of public download service or as a means of mass distribution of files and you must not use the Services or permit them to be used, in this way.

11.2 You must not broadcast or distribute on a website or by any other means any information in respect of logins or passwords, or publish URLs with embedded login and/or password combinations or anything of a similar nature that could facilitate or lead to unauthorised or unlimited access to the Services or access to the Services in contravention of any of our terms and conditions or policies.

11.3 Our file transfer services are highly flexible but you must ensure that your configuration is not open to abuse. For example, you may be able to create public logins that do not require passwords and you may be able to configure your site so that some or all uploaded files are immediately visible for download; combining these facilities could leave your site open to misuse. You must therefore only implement such a configuration or similar within a secure password protected area of your website or intranet.

11.4 You must take all reasonable steps and precautions to prevent anyone else from doing any of the things referred to in paragraphs 11.2 and 11.3 above.

11.5 We reserve the right to suspend without prior notice access to and use of the Services if, in our reasonable opinion, you or any other person are using or attempting to use the Services for purposes other than the distribution of files between authorised users for legitimate commercial purposes.

## 12. Responsibility

12.1 The data that you and your authorised users send, store or receive through our systems are at all times within your control and remain your responsibility. We do not monitor or control the content of anything that you or others store, send or receive and therefore, to the fullest extent permitted by applicable laws, we disclaim any responsibility for it.

12.2 You warrant that the data which you and your authorised users send, store or receive through our systems will meet all legal requirements.

12.3 Should for any reason we be held responsible to any third party or suffer any fine or other penalty in respect of any matter arising from the use of our systems by you or any person permitted by you or any person using access credentials provided to or controlled by you, you will indemnify us for all costs and losses that we may suffer in relation to this.

12.4 You must not (except as may be allowed by any applicable law which is incapable of exclusion or as is expressly permitted under this contract):

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means;
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (where not already in such form) all or any part of the Services;
- (c) access all or any part of the Services in order to build a product or service which competes with the Services;
- (d) use the Services to provide services to third parties (other than as anticipated and allowed for by the Services);
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services.

12.5 Where the Services consist of ancillary or supplemental services, you must:

- (a) comply with any conditions or limitations set out in their description or scoping or documentation (if services outside of those conditions or limitations are required then additional charges may be payable);
- (b) co-operate with us in all matters in relation to such Services;
- (c) provide to us in a timely manner all access, assistance, documents, information, items and materials in any form (whether owned by you or third party) reasonably required by us in connection with such Services and ensure that any such information is accurate and complete in all material respects.

12.6 If our performance of our obligations under this contract is prevented or delayed by any act or omission of you, your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy we may have, we shall be allowed an extension of time to perform our obligations equal to the delay caused by you.

### 13. Acceptable Use

13.1 You must abide by our Acceptable Use Policy which may be amended from time to time.

13.2 If you do not abide by our Acceptable Use Policy we have the right under paragraphs 16 and 17 to suspend the Services or terminate the contract.

## 14. Use of The Services

14.1 You must take all reasonable precautions to ensure that no one (including you) uses the Services:

- (a) fraudulently or in connection with a criminal offence;
- (b) to send, knowingly receive, upload, download, store, publish or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) to cause annoyance, inconvenience or needless anxiety;
- (d) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in any way which in our opinion is, or is likely to be, detrimental to the provision of any service to you or any of our customers;
- (f) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policy which may be amended from time to time;
- (g) in a way that does not comply with any instructions that we have given you.

The action we can take if any of the Services is used in any of these ways is explained in paragraphs 16 and 17.

14.2 We may make available to you software, scripts, or HTML or other code that enables you and your authorised users to use the Services. You must not copy or modify this software (unless allowed by law). It is important that you and your authorised users only access the Services through this software or in an alternative way permitted by us, and neither you nor your authorised users are permitted to attempt to circumvent any security measures in any of the Services.

14.3 When we provide you with the Services they, and any associated software, are intended for use only by you and your authorised users. Therefore, you must not re-sell, transfer, assign or sub-license any of the Services or the associated software to anyone else.

## 15. Your Systems and IP Addresses

15.1 We are not responsible under the contract for providing any technical or other support to your IT systems including your LAN and connection to the Internet.

15.2 Any IP addresses that we allocate to you are for use in connection only with the Services and all rights in those IP addresses belong to us. You must not sell them or agree to transfer them to anyone else or try to do so. If the contract is terminated for any reason the IP addresses will revert to us.

**16. If You or We Break This Contract**

16.1 Either you or we can end this contract immediately on notice at any time if the other:

- (a) commits a material breach of this contract which is capable of remedy and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of this contract which cannot be remedied; or
- (c) is repeatedly in breach of this contract; or
- (d) is the subject of bankruptcy or insolvency proceedings or an arrangement with creditors is made or a receiver or administrator is appointed over any of their assets or they go into liquidation.

16.2 We can end this contract with immediate effect if we have previously suspended or terminated your use of any of the Services due to your breach.

16.3 If and when this contract comes to an end for whatever reason or if your account is more than 30 days overdue, we may, without prior notice, withdraw your ability to access the Services and/or quarantine or permanently delete any data remaining in our systems or in systems under our control, arising from your use of the Services.

**17. Suspension of the Services**

17.1 Instead of terminating any of the Services under paragraph 16 we can choose to suspend any or all of them. If we do this we can still end this contract at a later date. If we decide to suspend any of the Services or password or username (for any reason), we will restore them (if neither you nor we have ended this contract) when you satisfy us that you will only use the Services as we have agreed.

17.2 If we decide to suspend any of the Services under paragraph 16 or under this paragraph, this contract will continue during the period of suspension and you will have to pay all relevant charges.

**18. Matters Beyond Your or Our Reasonable Control**

18.1 If either party to this contract cannot do what it has promised in the contract because of something beyond its reasonable control, it will not be liable for this. If this continues for more than 14 days, the other party can terminate this contract immediately by giving the non-performing party written notice. If the events continue for more than three months, the non-performing party can terminate this contract immediately by giving the other party written notice. The provisions of this paragraph do not apply to your obligations under paragraph 9, Paying Our Charges.

**19. Protecting Your Data**

19.1 When your data passes through or is stored on our systems we will look after it with the reasonable skill and care of a competent provider of that part of the Services. However, you must not rely upon any of our systems or services as the sole or primary repository for any data and we will not be responsible for any transient or permanent loss, damage, corruption or delay to, or misdirection of or any interference with, data passing through or stored on our systems or the systems of our sub-contractors, business partners or any other entity.



19.2 All authentication records and other sensitive data are stored on our systems in an encrypted format. Customer data is encrypted at rest using the NSA approved AES algorithm with 256 bit key strength.

19.3 We do not access or inspect your data unless you expressly authorise us to do so.

19.4 For your part, you must make all reasonable efforts at all times to protect and verify your data; in particular you must make sufficient, verified, restorable backup copies of your data at such intervals as is prudent having regard to the value and sensitivity of the data, assessed from both objective and your subjective perspectives.

19.5 We further undertake in respect of your data that we will:

- (a) process it strictly in accordance with the terms of this contract;
- (b) ensure appropriate operational and technical measures are in place to safeguard against any unauthorised access, theft, use or disclosure;
- (c) if a subprocessor is appointed, we will contract with the sub-processor on terms substantially similar to this clause;
- (d) not transfer, or allow any sub-processor to transfer, it outside your chosen data centre location unless authorised in writing by you;
- (e) not maintain persistent backups of it and maintain only such other backups as are required from time to time to protect the stability, security, integrity and resilience of the Services.

## 20. Virus Checking, Content Filtering and Similar Supplementary Services

20.1 We may provide virus checking, content filtering (spam control) and other similar supplementary services in connection with, or as part of, the Services. We will use our best endeavours to provide these supplementary services with reasonable skill and care but we give no other warranty in regard to these supplementary services and, in particular, we do not guarantee that they will be totally effective.

20.2 It is essential for the protection of your data and systems that you install and routinely maintain your own virus checking and other security services and that you regard the protection available from us as no more than a first line of defense.

## 21. Your and Our Liabilities

21.1 Both we and you will be liable for death or personal injury as a result of our respective negligence. Neither we nor you limit that liability or any liability imposed by statute, by paragraphs 21.2 or 21.3 or in any other way.

21.2 Neither we nor you have any liability (whether in negligence or otherwise) for any indirect or consequential loss, nor for any loss of opportunity, goodwill, reputation, business, revenue, profit, or cost-saving, nor for any wasted expenditure or loss or corruption of any data.

21.3 Any liability we or you have of any sort (including liability for negligence) for any event or events in any 12 month period is limited to ten times the cumulative value of our invoices to you for your use of the Services in that same 12 month period.

21.4 Neither we nor you have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of goods or services or for faults in or failures of their networks and equipment or for any event or occurrence outside our or your respective direct and immediate control.

21.5 You acknowledge that the Services are intended for business-to-business purposes and that the mutual exclusions and limitations of liability in this paragraph are fair and reasonable having regard to all relevant circumstances including the respective strengths of your and our bargaining positions, our charges for the Services, the availability of alternatives and your ability to minimise your exposure to loss, damage or other harm in your use of the Services by following best practice in terms of data security and risk management.

21.6 Each provision of this paragraph 21 operates separately in itself and survives independently of the others.

## 22. Software Warranty and Indemnity

All software that we use is either our own property or properly licensed or otherwise lawfully employed by us and we therefore indemnify you in respect of any claims that may be made against you by a third party in respect of your innocent use of such software in connection with the services provided to you by us and in accordance with the terms, conditions, limitations and exclusions upon which we provide the services to you.

## Ending This Contract

### 23. Before the Services Have Been Made Available

23.1 You may end this contract at any time before the Services are made available to you.

23.2 Once the Services have been made available to you, you can only end this contract as set out in this contract.

### 24. After the Services Have Been Made Available

24.1 This contract can be ended by:

(a) either you or we giving 28 days' notice to the other; or

(b) you giving us seven days' notice if under paragraph 25 we inform you we are increasing our charges (other than through the RPI Increase) or changing the conditions of this contract to your detriment.

24.2 If you have agreed to a minimum contract period and give us notice that ends, or we end this contract under paragraph 16, before the end of that minimum contract period, counting from the date that the Services are made available to you (other than because we have increased our charges (other than through the RPI Increase) or changed the conditions of this contract to your detriment) you must pay all charges payable for any remaining part of the minimum contract period.

24.3 If you have paid any charges for a period after the end of this contract (and beyond the end of the minimum contract period referred to in paragraph 24.2 if you have agreed to one), we will either repay these charges or put them towards any money you owe us.

## Other Things We Need To Tell You

### 25. How This Contract Can Be Changed

We may change this contract, including our charges, at any time. We will give you at least 28 days' notice of any changes before they take effect. As explained in paragraph 24, you can end this contract by giving us seven days' notice if we increase our charges (other than through the RPI Increase) or change the conditions of this contract to your detriment.

### 26. How This Contract Can Be Transferred

Neither you nor we can transfer this contract except that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company

### 27. Marketing

We are proud of our extensive range of customers and from time to time like to refer to them, including you, by name on our websites and in our marketing material. If you do not wish to be identified in this way as one of our customers, please notify us accordingly and your name will not be used for marketing purposes.

### 28. How to Give Notice

28.1 If either you or we give notice to the other under this contract this must be done either by email or in writing and delivered either electronically or by hand or sent by prepaid post to the addressee at the following address:

(a) To us: at Maytech Communications Ltd, 40 Gracechurch Street, London, EC3V 0BT, United Kingdom or by email to support@maytech.net or any other postal or email address which we may from time to time advise you in writing is to be used for such purpose.

(b) To you: if you are a company at your registered address, or at the postal address you specify when registering for the Services or an alternative address which you may give us, or at any fax number or email address at or through which we reasonably believe you will see our message.

28.2 If for any reason we, in our reasonable discretion, consider it necessary to give you notice in any way other than by email (or in addition thereto), we shall be entitled to charge you for the reasonable costs thereby incurred.

### 29. Waiver

Neither you nor we shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

### 30. Third Party Rights

A person who is not a 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.

### 31. Confidentiality

We and you will each keep in strict confidence all confidential information concerning each other's business (including affiliates' and customers' business) which we or you may obtain or have access to pursuant to this contract. We and you shall restrict disclosure of such confidential information to such of our and your employees as need to know the same for the purpose of discharging our obligations to each other and we and you shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind us and you under this contract. We and you may only use such information in connection with the exercise of rights and performance of obligations under this contract.

### 32. Disputes and the Law of This Contract

If any dispute arises out of this contract, we will both attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. This contract is governed by English law and we both agree to the exclusive jurisdiction of the English courts.