



## **Master Service Agreement**

## Terms and Conditions

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the words and expressions listed below shall have the following meanings, unless the context requires otherwise:

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| "Availability"                  | : | All the time in any calendar month for which the Network and any service equipment is not subject to any service affecting faults, and "Available" shall be construed accordingly;   |
| "Business Day"                  | : | Shall mean every day other than a Saturday or Sunday or a public holiday in England and Wales;   |
| "CDR"                           | : | Means the Committed Data Rate for each port and provided as part of a Service.   |
| "Company"                       | : | Veber Limited, a company incorporated under the Companies Acts registered number 3875244, with its registered office at Unit 13 Shakespeare Industrial Estate, Shakespeare Street, Watford, Hertfordshire. WD24 5RR  |
| "Conditions"                    | : | These terms and conditions relating to the supply of Goods and Services;   |
| "Contract"                      | : | This contract which incorporates (i) the Conditions; (ii) the Quotation; (iii) any Handoff document and (iv) Invoices for the supply of the Goods to the Customer.   |
| "Contract Price"                | : | The price of the Goods as set out in the Quotation and any other charges due pursuant to the terms of the Contract together with any VAT (and/or similar or analogous fees, taxes or levies) free of all deductions and set-off  |
| "Contractual Term Extension(s)" | : | A further term which shall be equal in length to the Minimum Contractual Term and shall commence upon the expiry of the Minimum Contractual Term or the expiry of a previous Contractual Term Extension  |
| "Customer"                      | : | The person or company which has entered into this Contract with the Company;   |
| "Data Controller"               | : | Shall have the meaning of 'data controller' set out in section 1(1) of the DPA and, from the time of its implementation into law in England and Wales the meaning set out in Article 4(7) of the GDPR or the equivalent clause of such legislation which may implement the same in the UK;               |
| "Data Processor"                | : | Shall have the meaning of 'data processor' set out in section 1(1) of the DPA and, from the time of its implementation into law in England and Wales the meaning of 'processor' set out in Article 4(8) of the GDPR or the equivalent clause of such legislation which may implement the same in the UK; |
| "Data Protection Legislation"   | : | Means, for such time as they are in force in England and Wales, the DPA, the GDPR and all related legislation which may supplement, amend or replace them and which relates to the protection of individual's rights in their personal data and the protection of their privacy;                         |
| "Data Subject"                  | : | An individual who is the subject of Personal Data;   |
| "DPA"                           | : | Means the Data Protection Act 1998;  |
| "EEA"                           | : | Means the European Economic Area and also includes the United Kingdom whether or not it is a member of the European Economic Area;   |
| "Fault"                         | : | Shall mean a material defect, fault or impairment in a Service which causes an interruption in the provision of the Service  |

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| "GDPR"                     | :  | Means Regulation (EU) 2016/679 and/or such legislation as may give effect to its terms in England and Wales;  |
| "Goods"                    | :  | Any goods or services, including but not limited to computer hardware and internet services, supplied or to be supplied to the Customer pursuant to the terms of the Contract, including any instalment of the goods or services or any substituted goods or services;                      |
| "Handoff Documents"        | :  | Any documents sent to the Customer after the Customer's acceptance of this Agreement which may provide further technical details of the Goods to be received.   |
| "Contract Start Date"      | :  | The commencement date of the contract following hand-off authority.   |
| "Minimum Contractual Term" | :  | The initial minimum term of the Contract, as shall be set out in the Quotation.   |
| "Network"                  | :  | Any aspect of the Goods which represent networking or connectivity services, as shall be identified in the Quotation.   |
| "Non-Service Affecting"    | :  | Means not materially affecting the performance or quality of the Service.   |
| "Personal Data"            | :  | Has the meaning set out in section 1(1) of the DPA and, from the time of its implementation into law in England and Wales the meaning set out in Article 4(1) of the GDPR, and for the purposes of this Agreement means Personal Data provided by one party to this Agreement to the other; |
| "Processing and Process"   | :  | Have the meaning set out in section 1(1) of the DPA;  |
| "Quotation"                | :  | The quotation for the provision of Goods provided by the Company to the Customer, which shall set out the Contract Price and other details pertinent to the Contract.   |
| "RPI"                      | :  | The Retail Prices Index compiled by the Office for National Statistics or any other successor government department or arm having responsibility for the preparation of such index.   |
| "Service Affecting"        | :: | Means causing full or partial loss of the ability to transmit or convey data.   |
| "Third Party System"       | :  | Means a telecommunication system that is neither owned nor operated on behalf of Veber Ltd  |

1.2 References to a "person" include any natural person, any legal person, body or organisation incorporated or unincorporated or any other person, body or organisation whatsoever, as the context may require.

1.3 References to a "party" or the "parties" are references to the parties to this Contract unless the context requires otherwise.

1.4 References to any statute, or to any statutory provision, including any regulation, statutory instrument, or other subordinate legislation derived from such statutory sources, shall include references to any statute or other statutory provision which amends, extends, consolidates or replaces the original statutory reference or which subsequently affects any such revised statutory reference.

1.5 A reference to a time of day shall be construed as the time in the United Kingdom expressed in terms of the twenty-four hour clock.

### 2. SALE AND PURCHASE

2.1 The Company sells and the Customer purchases and shall pay the price for the Goods in accordance with the Contract which shall alone govern the Contract to the exclusion of any other conditions of the Customer notwithstanding that they may be set out in any order, invoice, acceptance or other document used by the Customer in its dealings with the Company.

2.2 The Contract may only be varied by written agreement with the Company.

2.3 The Customer is deemed to have notice of and is bound by the Contract on submitting an order for the Goods, or by taking delivery of, or accepting, the Goods.

2.4 The Customer is deemed to have acknowledged that the Company would and will only supply Goods subject to the Contract.

2.5 The Customer acknowledges that its use of its own standard terms and conditions or documents referring to any other terms and conditions at any time during its dealings with the Company or on the supply of any Goods to it by the Company is a matter of administrative convenience only and is not intended by it to qualify or amend the Contract in any way.

### 3. ORDERS AND DELIVERY

3.1 Orders for Goods may be placed with the Company in writing (email, fax or post) or verbally by telephone. No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed by the Company either in writing (email, fax or post) or verbally by telephone.

3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order, including all specifications, submitted by the Customer, and for giving the Company any necessary information relating to the Goods or its requirements within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.3 The quantity, quality, description of and any specifications for the Goods shall be those set out in the Company's quotation or the Customer's order (if accepted by the Company).

3.4 The Company shall be deemed to have delivered the Goods, and the Customer shall be deemed to have accepted delivery of the Goods, on the date that the Customer is notified that delivery has been made unless a written dispute is raised with the Company within 14 days of notification.

3.5 No order which has been accepted by the Company may be cancelled by the Customer without the agreement in writing of the Company and subject to the Customer indemnifying the Company in full against all loss (including loss of profit), damages, charges, and expenses (including for the avoidance of doubt any delivery charges) incurred by the Company as a result of such cancellation.

3.6 Following receipt of an order for Goods, the Company may from time to time provide the Customer with details of other Goods which it believes may be of interest to the Customer. If the Customer does not wish to receive such communications it should notify the Company in writing.

### 4. TERMS OF PAYMENT

4.1 The Customer shall pay to the Company the Contract Price, which shall be invoiced monthly in advance.

4.2 The Contract Price shall be increased on and with effect from each 12 month anniversary of the date of commencement of the contract by no more than 2% above the percentage increase in the Retail Price Index since the previous anniversary or, in the case of the first anniversary, since the date of commencement of the contract (based on the most recent RPI figures available on the dates in question).

4.3 Payment of any invoice issued by the Company in relation to the subject matter of this Agreement shall be due as stated on the invoice. If such an invoice does not specify when payment of it is due, then payment shall be due within 30 days of the date of that invoice.

4.4 Receipts for payments will only be issued by the Company on request.

4.5 Any queries regarding an invoice must be received by the Company within 14 days of issue. The Company shall endeavour to respond to any queries within 14 days of receipt and, in any case, before payment of the invoice is overdue.

4.6 If the Customer fails to make full payment of all sums due in accordance with these Conditions the Company shall be entitled as follows:

4.6.1 to suspend any deliveries of Goods or services under this or any other contract with the Customer (including, for the avoidance of doubt, suspending or restricting access to any software services provided as part of the Goods);

4.6.2 to ascribe any payment made by the Customer under any other contract to any aspect the Goods, as the Company may think fit;

4.6.3 to require that any further supply of Goods are paid for on or before delivery.

4.6.4 to issue a "BREACH NOTICE" for any service that are presently active.

4.7 The Company reserves the right to take legal steps to recover any loss (including loss of profit), damages, charges, and expenses incurred by the Company as a result of a breach of this clause by the

Customer.

### 5. CUSTOMERS ORDERING DIRECT BANDWIDTH CONNECTIONS

5.1 This clause shall only be applicable to customers ordering bandwidth connections from the Company.

5.2 Except in the case of emergencies, the Company shall where reasonably possible give the Customer no less than 5 Business days prior notice of any scheduled service or maintenance or alterations within their network, which shall affect the Customer. Wherever reasonably possible the Company shall endeavour to perform these activities in such a way as to minimise any interruption in the delivery of Goods.

5.3 The Company does not provide any warranties in respect of goods or services provided by third parties regardless of how such goods or services may be delivered.

5.4 Where the Company provides routing equipment, the Customer will have access to usage data via the 'Company Usage Data' functionality provided by the Company via the internet or a dedicated application. The username and/or password required to access such functionality will be provided by the Company to the Customer when signed contracts are received and the service is set up.

5.5 The Company works under the auspices of the [RIPE Regional Internet Registry](#) ("RIPE") and may only provide IP addresses to Customers if they adhere to [RIPE's terms and conditions](#).

5.6 Where the Company provides a bandwidth bursting service, the Customer will be charged monthly in arrears in any week it exceeds its prepaid bandwidth for more than five minutes. Bandwidth usage is determined solely from MRTG statistics and the Company takes weekly records upon which all charges are solely based. The Customer will be provided with online access to their statistics via [ ] so that it can monitor its usage at all times.

5.7 In the event of Customer hardware failure, the contracted bandwidth is still available and therefore provision of it shall be charged to the Customer at standard rates.

5.8 Should the Customer wish to upgrade their bandwidth, a new agreement will be drawn up between the two parties. If an upgrade is requested within the first 4 weeks of Goods being delivered, the original agreement will remain in force subject to the relevant amendments concerning fees and details of the increased bandwidth speed to be provided.

5.9 Downgrading of bandwidth is only permitted on the one year anniversary of this Contract by mutual agreement between the two parties and upon the Customer satisfying the Company that usage has fallen due to market forces and not due to a secondary bandwidth provider supplying goods or services.

5.10 The Veber Service Level Agreement will accompany this document.

### 6. CUSTOMERS ORDERING CO-LOCATION SPACE

6.1 This clause shall only be applicable to Customers ordering co-location space from the Company.

6.2 The terms set out in clause 5 will also apply to the Customer.

6.3 The Customer acknowledges and agrees that the co-location space will contain equipment of other Customers as well as their equipment and that the use of the location will be shared with other Customers.

6.4 Under the Company's security procedures, the Company reserves the right to refuse any person entry to the building where the co-location space is located, including any employee for whom the customer has failed to request rights of access from the Company, any third party telecommunication carrier or maintenance representative in respect of whom the Customer fails to give reasonable notice to the Company of the name of such representative together with the time and date when access to the equipment is required, or any individual in respect of whom the Company reasonably has security concerns. The Company will not be responsible for any loss or damages caused by such refusal by the Company to permit entry.

6.5 The Customer may only install a server in the Company's rack space with a depth of no greater than 610mm and a width of no greater than 445mm. The correct rail kit(s) for the equipment must be used. In the case that rail kits are not provided by the Customer, the Customer must take an additional 1U of space and pay for or supply a 1U shelf (as further described in Quotation).

6.6 The Customer is responsible for setting up its own server software and supplying all configuration equipment (this clause only applies to Customers taking co-location space and not to customers also taking managed servers).

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| 6.7       | The Customer shall at all times throughout the term of the contract maintain an up-to-date complete and accurate inventory of the equipment and provide the Company with a copy on request.  |           | Company's premises, at the time of delivery to the place or person agreed.   |
| 6.8       | The Company will only supply the Customer with rack space if bandwidth is also purchased from the Company.   | 8.2       | Notwithstanding the delivery of the Goods or the passing of risk to the Customer, title to the Goods shall pass to the Customer only when all sums due by the Customer in relation to the supply of all Goods under this Contract have been paid in full to the Company.   |
| 6.9       | The Customer shall ensure that the equipment is clearly labelled and identified as belonging to the Customer.  | <b>9.</b> | <b>CONFIDENTIAL INFORMATION</b>  |
| 6.10      | The Customer shall ensure that the equipment conforms at all times to the environmental and operating standards required.  | 9.1       | For the purposes of these Terms and Conditions, the term "Confidential Information" shall mean any information or data, written or unwritten, which is marked as such, or which a reasonable individual would consider to be of a confidential, sensitive, or private nature relating to the Customer or Company which that person may have, or acquire, through this Contract;  |
| 6.11      | Access to the location will not be granted to the Customer if their account is overdue by more than 45 days and the outstanding amount is not in dispute.  | 9.2       | Confidential Information shall not include or apply to information which:  |
| 6.12      | Without prejudice to the rights of the company set out in clause 4.6 in the event that payment is not received by the Company within 60 days of the amount being due and the outstanding amount is not in dispute, the supply of Goods will be suspended without further notice.   | 9.2.1     | is, or lawfully becomes, publicly available (otherwise than as a result of a breach of this Contract);   |
| 6.13      | Without prejudice to the rights of the company set out in clause 4.6 in the event that payment is not received by the Company within 60 days of the amount being due and the outstanding amount is not in dispute, the supply of Goods will be terminated.   | 9.2.2     | is lawfully acquired from a third party, to the extent that it is acquired with the right to disclose it;  |
| 6.14      | The Company reserves the right to take custody of the Customers equipment as security against an outstanding debt. If payment is not received within 30 days of termination of supply of Goods pursuant to clauses 6.12 or 6.13 above, the Company may sell/auction the Customer's equipment in order to recover the sum of the outstanding invoice(s). If the sum required is not raised by this action a debt recovery agency will be employed to recover the outstanding debt in addition to any other losses suffered by the Company as a consequence. All equipment that is sold will be deemed to contain Confidential Information as per section 9 that shall be removed before sale. | 9.2.3     | is lawfully in the possession of the relevant party, free of any restriction on disclosure as can be demonstrated by the written records or other reasonable evidence of that party;   |
| 6.15      | The Customer will at all times make available the content or data of the service(s) to an officer of the Company should it be requested.   | 9.2.4     | following disclosure under this Contract, lawfully becomes available to the relevant party from a source other than another person who is not bound by any obligation of confidentiality in relation to such information.  |
| <b>7.</b> | <b>CUSTOMERS ORDERING MANAGED SERVER(S)</b>  | 9.3       | Each of the parties shall use their best endeavours to keep confidential any Confidential Information.   |
| 7.1       | This clause shall only be applicable to Customers ordering managed server(s) from the Company.   | 9.4       | No party shall use for its own purposes or disclose to any third party any Confidential Information without the consent of the other party subject to clause 9.5.  |
| 7.2       | The terms set out in clause 4 will also apply to the Customer.   | 9.5       | The restrictions contained in this clause shall not apply to the disclosure of Confidential Information to the following persons:  |
| 7.3       | The Customer will enter into a separate agreement with the Company governing the provision of a managed server to the Customer by the Company (the "Managed Server Agreement"). The terms of the Managed Server Agreement will apply in addition to the terms of this contract. The Company shall have no obligation to provide any Goods in relation to managed servers until a Managed Server Agreement is agreed and signed by the two parties,   | 9.5.1     | The directors or employees of the Customer or Company who need to know that Confidential Information solely for purposes relating to this Contract;  |
| 7.4       | Managed servers and any other hardware supplied to the Customer will remain the property of the Company throughout the term of the Agreement.  | 9.5.2     | to the extent it is required to be disclosed by law or any court of competent jurisdiction, any duly entitled governmental official or regulatory authority or, pursuant to any binding judgment, order or requirement, any other competent authority;   |
| 7.5       | The Company will undertake the installation and configuration of managed servers. This is limited to the operating system and other applications as agreed in the schedule of services set out in the Managed Server Agreement. Installation of router(s) will also be included with managed servers. (In the event of split bandwidth being utilised, the Company will install two routers).  | 9.5.3     | any Tax Authority to the extent reasonably required for the purposes of the Tax affairs of the parties;  |
| 7.6       | Internet bandwidth will be supplied in accordance with the schedule of services contained in the Managed Server Agreement. Should the Customer wish to increase the amount of bandwidth, an increase in monthly rental will apply. This will not affect the contract duration of this Managed Server Agreement. No reduction in rental will apply if a downgrade of bandwidth is requested.  | 9.5.4     | the professional advisers of the parties required to be disclosed for purposes relating to this Contract.  |
| 7.7       | In the event of Customers requiring additional managed servers, a new Managed Server Agreement will be drawn up; this Managed Server Agreement will terminate and fully replace any previous contract. However, no reduction in bandwidth will be considered whatsoever and no reduction in term length will be offered.   | 9.6       | Each party shall presume that all information received by, or coming into the possession of, that party is Confidential Information, whether or not expressly stated or identified as being Confidential Information, unless that party has good reason to believe the information is excepted pursuant to clause 9.2.   |
| 7.8       | In the event of an operating system error, the Company will endeavour to respond to the Customer as set out in the Service Level Agreement   | 9.7       | Each party shall inform any officer, employee or agent or any professional or other adviser advising that party in relation to matters relating to this Agreement, or to whom that party provides Confidential Information, that such information is confidential and shall instruct them:   |
| 7.9       | If the Company resources are being used in conjunction with this service, the client undertakes this responsibility to ensure against unauthorised security breaches of our network or systems.  | 9.7.1     | to keep it confidential; and   |
| <b>8.</b> | <b>RETENTION OF TITLE AND RISK</b>   | 9.7.2     | not to disclose it to any third party (other than those persons to whom it has already been or may be disclosed in accordance with the terms of this clause).  |
| 8.1       | If applicable, risk of damage to, or loss of, the Goods shall pass to the Customer, in the case of Goods delivered otherwise than at the   | 9.8       | Each party shall remain responsible for any breach of this clause by the person to whom any Confidential Information is disclosed.   |
|           |  | 9.9       | Without prejudice to any other rights or remedies which a party may have, each of the parties acknowledge and agree that damages would not be an adequate remedy for any breach of this clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this clause. |
|           |  | 9.10      | The provisions of this clause shall survive the termination of this  |

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|            | Agreement and shall continue without limit of time.  |            | obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control, including any of the following:   |
| <b>10.</b> | <b>WARRANTIES AND LIABILITY</b>  |            |   |
| 10.1       | The Company warrants that the Goods will correspond in all material respects with their specifications at the time of delivery subject as follows:   | 10.9.1     | Act of God, explosion, flood, tempest, fire or accident, terrorist act, war or threat of war, sabotage, insurrection, civil disturbance or requisition;   |
| 10.1.1     | the Company shall be under no liability in respect of any defect arising from wilful damage, negligence of the Customer, abnormal conditions or failure to follow the Company's instructions;  | 10.9.2     | acts, import or export regulations or embargoes, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any local, national, or supranational, government body or authority;  |
| 10.1.2     | the Company does not warrant that the Goods will be delivered without fault or interruption;   | 10.9.3     | strikes, lock-outs or other industrial actions or trade disputes whether involving employees of the Company or of any third party;  |
| 10.1.3     | the Company does not provide any warranties in respect of Goods that are provided by a third party to the Customer although it will endeavour to act in the best interests of the Customer when resolving any problems created by a third party supplier.  | 10.9.4     | difficulties in obtaining raw materials, labour, fuel, parts or machinery or power failure or breakdown of machinery; or  |
| 10.1.4     | the Company shall be under no liability under the warranty if the total price for the Goods has not been paid by the due date of payment;  | 10.9.5     | any act or omission of the Customer which is either a breach of this Contract or which represents a failure by the Customer to comply with the reasonable instructions of the Company.  |
| 10.2       | The Customer warrants that when using Goods supplied by the Company, it shall comply with the Company's acceptable usage policy, any relevant legislative and regulatory provisions, and shall not use the Goods for any illegal purpose and shall indemnify the Company in respect of any liability incurred as a result of a breach of this clause 10.2.   | 10.10      | All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by the law except where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977.   |
| 10.3       | The Customer shall indemnify and hold harmless the Company against any loss, damages, costs and expenses arising from or in connection with any claims or proceedings brought by third parties against the Company in respect of or arising directly or indirectly from resale of Goods by the Customer or arising out of .  | <b>11.</b> | <b>CUSTOMER DEFAULTS</b>  |
| 10.4       | No advertisement, brochure, circular, or other promotional data shall constitute a warranty or representation in relation to any Goods, and the Customer shall only be entitled to rely on specifications or warranties referred to, or detailed in, the Contract or an invoice for the Goods. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.   | 11.1       | The Company shall be entitled immediately on becoming aware of any event of default to terminate the Contract without notice, suspend any further deliveries under the Contract, require payment in advance of any delivery or recover the Goods delivered (if applicable).   |
| 10.5       | Any claim by the Customer which is based on any alleged defect in quality, shortage or failure of the Goods delivered shall be notified to the Company upon delivery by way of written notice as specified in Clause 3 of these Conditions. If the Customer does not notify the Company of any defect in quality, shortage or failure in accordance with Clause 3, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect, shortage or failure. In addition, the Customer shall be bound to pay the full price as if the Goods had been delivered in accordance with the Contract. | 11.2       | Each of the following shall constitute an event of default:   |
| 10.6       | Where any claim in respect of any of the Goods which is based on any defect in quality, shortage or failure of the Goods delivered or their failure to meet specification is notified to the Company in accordance with these Conditions and is accepted by the Company, it shall be entitled to:  | 11.2.1     | the Customer ceases or threatens to cease, to carry on business;  |
| 10.6.1     | direct the Customer to return the goods to the Company using a form of delivery specified by the Company; or   | 11.2.2     | the Customer makes any voluntary arrangement with its creditors, becomes bankrupt or subject to an administration order, or goes into liquidation, or has a receiver appointed over any of its property or assets;  |
| 10.6.2     | collect the Goods (if applicable) from the Customer's premises;  | 11.2.3     | the Company reasonably considers that any of the above events may occur in relation to the Customer;  |
|            | but the Company shall have no other liability to the Customer and the Customer may not dispose of the defective Goods without the Company's prior consent.   | 11.2.4     | the Customer fails to pay for the Goods supplied by the due date set by the terms of this Contract (or as stated on the invoice as the case may be).  |
| 10.7       | Neither the Company nor its network service suppliers shall be liable to the Customer for any consequential loss or damage, nor for any loss of profit, goodwill, data, savings, or anticipated business, nor for the cost of any other, costs or expenses whatsoever, whether caused by the negligence of the Company, its employees or agents or other, which arises out of, or in connection with, the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.  | <b>12.</b> | <b>DATA PROTECTION</b>  |
| 10.8       | Neither the Company nor its network service suppliers shall be liable for unauthorised access to or alteration, theft or destruction of end users data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of the Company's negligence or that of its network service suppliers.   | 12.1       | The Company and the Customer agree that for the purpose of Data Protection Legislation that the Customer shall be the Data Controller and the Company shall be the Data Processor in respect of any Personal Data which is transferred from the Customer to the Company under the terms of this Contract.   |
| 10.9       | The Company shall not be liable to the Customer or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of the Company's   | 12.2       | As a Data Processor the Company shall Process the Personal Data only to the extent necessary to perform its obligations pursuant to this Contract and/or in accordance with the Customer's instructions from time to time, and shall not Process the Personal Data for any other purpose other than enabling it to fulfil its obligations pursuant to this Contract or to perform any other activity which may be authorised by the Customer from time to time. |
|            |  | 12.3       | Where a party is a Data Processor pursuant to this Contract it shall take steps to ensure that its employees and agents are informed of its obligations in relation to Personal Data that it collects, transfers or holds, and its employees and agents shall Process such information in confidence and in accordance with all relevant Data Protection Legislation.   |
|            |  | 12.4       | Each party warrants to the other that it will Process the other's Personal Data in compliance with all applicable Data Protection Legislation.  |
|            |  | 12.5       | Where a party to this Contract becomes a Data Processor pursuant to it, it warrants that in relation to the Personal Data in respect of which it is a Data Processor that:  |
|            |  | 12.5.1     | having regard to the reasonably available state of the art of technological development, the nature of the Processing in question, the cost of implementation, and the material risk to the rights of affected Data Subjects, the Data Processor will take appropriate technical and organisational measures to secure relevant Personal  |

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|            | Data against the unauthorised or unlawful Processing and against the accidental loss or destruction;   | 13.2.2.3   | the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.  |
| 12.5.2     | it will assist the Data Controller, insofar as reasonably possible, in responding to any requests made by any relevant Data Subject which concern the exercise of that Data Subject's rights under the GDPR, subject to Data Controller reimbursing it for the cost of the same;   | 13.2.2.4   | the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party. |
| 12.5.3     | it will notify the Data Controller, insofar as reasonably possible, of any relevant requests for the disclosure of Personal Data which may be made to it and which it considers that it is legally obliged to respond to, subject to Data Controller reimbursing it for the cost of the same;  | 13.2.2.5   | an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party   |
| 12.5.4     | it will report to the Data Controller any actual data breach concerning Personal Data that relates to this Agreement which comes to its attention and shall assist the Data Controller to inform the relevant regulator and affected Data Subjects, subject to Data Controller reimbursing it for the cost of the same;  | 13.2.6     | a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party  |
| 12.5.5     | it will, on request, take reasonable steps to demonstrate to the Data Controller, to the extent that is reasonable given the nature of the Processing in question, that it complies with Data Protection Legislation, subject to Data Controller reimbursing it for the cost of the same; and  | 13.2.7     | a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days  |
| 12.5.6     | it shall hold all Personal Data in confidence, subject to security measures no less rigorous than those which it uses to safeguard its own confidential information.   | 13.2.8     | any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.2.2.3 to 13.2.2.7 (inclusive);   |
| 12.6       | Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations pursuant to this clause 12. In order to avail itself of this indemnity the claiming party must: promptly notify the indemnifier of any relevant claim of which the indemnified party becomes aware; not make any admission of liability or offer to settle in respect of any relevant claim without the prior written permission of the indemnifier; grant the indemnifier full control of all relevant proceedings on request, and; provide the indemnifier with such assistance in dealing with such claims as it may reasonably request. | 13.2.9     | the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or   |
| 12.7       | The parties acknowledge that to the extent that a party is a Data Processor pursuant to this Agreement it will be reliant on the other, the Data Controller, for direction as to the extent to which the Data Controller will be entitled to use and Process the relevant Personal Data. Consequently, the Data Processor will not be liable to the Data Controller for any loss or damage which arises from any claim brought by a Data Subject or any fine levied by any relevant regulatory authority which results from any action or omission by the Data Processor, to the extent that such action or omission resulted directly from the Data Controller's instructions.  | 13.2.10    | there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010)  |
|            |  | 13.2.11    | Where Veber fail to provide the 99.5% availability detailed in sections 3.0 Network Service Availability, 6.0 Power Service Availability, 7.0 Services Availability and 8.0 Dedicated Hardware Availability of the Service Level Agreement and the availability falls to 95% or less in any one month, measured from the point of reporting an issue, the customer may notify Veber within the first week of the following month, that they wish to terminate the contract in 30 days.  |
|            |  | <b>14.</b> | <b>NOTICES</b>  |
| 12.8       | The Company confirms that it will treat all Personal Data which is transferred to it under the terms of this Contract in line with their Privacy Policy.   | 14.1       | Any notice required or permitted to be given under this Contract shall be sufficiently given to either party if sent in a legible form by first class or express registered post ("post"), electronic mail ("email"), facsimile transmission ("fax") or by personal delivery, including courier delivery, to the postal address of the addressee within the United Kingdom last notified in writing to the sender.  |
| <b>13.</b> | <b>TERM AND TERMINATION</b>  | 14.2       | Any notice served shall be deemed to have been received in the case of:   |
| 13.1       | This Contract shall commence on the Contract Start Date stated in the Quotation, following Hand-off authority and shall continue, unless terminated earlier in accordance with clause 13.2, for the Minimum Contractual Term. The term of this Contract shall, unless terminated earlier in accordance with clause 13.2, automatically extend for the Contractual Term Extension at the end of the Minimum Contractual Term and at the end of each Contractual Term Extension. Either party may give written notice to the other party, not later than 30 days before the end of the Minimum Contractual Term or the relevant Contractual Term Extension, to terminate this Contract at the end of the Minimum Contractual Term or the then current Contractual Term Extension, as the case may be.  | 14.2.1     | delivery, two hours after the time of delivery to the address of the addressee, evidenced, where appropriate, by the courier's receipt duly countersigned for or on behalf of the addressee;  |
| 13.2       | Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:  | 14.2.2     | fax, three hours after the time of despatch, evidenced by the relevant duly completed transmission report;  |
| 13.2.1     | the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment.   | 14.2.3     | post, within the United Kingdom, 36 hours from midnight (24.00 hrs) on the date of posting, evidenced by the relevant proof of posting;   |
| 13.2.2     | the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;   | 14.2.4     | post, within the European Union (excluding the United Kingdom), 60 hours from midnight (24.00 hrs) on the date of posting, evidenced by the relevant proof of posting;  |
|            |  | 14.2.5     | post, outside the European Union, 108 hours from midnight (24.00 hrs) on the date of posting, evidenced by the relevant proof of posting;   |
|            |  | <b>15.</b> | <b>NO WAIVER</b>  |
|            |  |            | No delay, omission or failure by either of the parties to exercise any right or remedy  |

shall operate as a waiver. Any partial exercise of a right or remedy shall not preclude any other or further exercise of any such right of action.

**16. SEVERABILITY**

If any of the Clauses, Sub-Clauses or other provisions of this Contract are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the Contract but the remaining

provisions of the Contract shall continue in full force and effect insofar as they are not affected by any such deletion.

**17. GOVERNING LAW**

The construction, validity and performance of this Agreement shall be governed by the Law of England and the parties submit to the exclusive jurisdiction of the English

## Service Level Agreement

### 1. DEFINITIONS AND INTERPRETATION

1.1 This SLA only applies to the Service to the extent that it is provided by means of systems and equipment that are either owned or operated by or on behalf of the company. All references in this SLA to Network and Service Equipment shall be construed as references to such systems and equipment.

1.2 Where the whole or any part of any Service is provided by means of a Third Party System, the Company shall, to the extent that it is able to do so, pass on the benefit of any service levels to which it is entitled from that provider of that Third Party System in accordance with paragraph 1.3 but shall not otherwise be liable to meet the service levels set out in this SLA in respect of that Service (or the relevant part thereof).

1.3 Subject to paragraph 1.2, where:  
(a) The Company is entitled to receive, and has received service credits or other compensation from the provider of a Third Party System as a result of any failure in that Third Party System, and;

(b) Where the relevant service is materially adversely affected by such failure, the Company shall pay or credit to the Customer such proportion of the service credits or compensation actually received from the provider of the Third Party System as the relevant CDR for that Service bears to the aggregate of the CDR's of all services provided to customers of the Company which are so affected by the failure of that Third Party System provided that no such service credits or compensation shall exceed that which the Customer would have received under the standard service level agreement offered by the provider of the Third Party System for services equivalent to the Service.

1.4 The Company shall not be liable to pay to compensation under this SLA where its failure to meet any of its obligations under this SLA is a caused by:

(a) A Force Majeure Event;

(b) A failure in the Customer Equipment;

(c) A failure of any shared Service Equipment or Network caused by any act or omission of a third party connected to that shared Service Equipment or Network; or

(d) Any act or omission of the Customer or third party acting on its behalf.

1.5 The maximum monthly credit available under this SLA is limited to an amount equal to the Connection Charge for the Service plus the standard monthly Service Charge for that Service.

1.6 Credits or other compensation under this SLA shall only be payable where:-

(a) The Customer has submitted to the company a claim in writing identifying the circumstances in which the Customer claims that the credit or compensation arose, and

(b) The company has agreed in writing, acting reasonably and without undue delay, to that claim. All credits so payable shall be applied to the Customer's next monthly bill for service following the company agreement to the claim. All claims for credits or compensation must be submitted promptly, and in any event within 10 Business Days, after the circumstances giving rise to the claim.

1.7 The parties acknowledge that the compensation set out in this SLA represents a reasonable pre-estimate of the Customer's loss.

1.8 The Company reserves the right to amend the SLA from time to time. If the amendment results in a material reduction in the service levels provided or the size or nature of the compensation payments the company is liable to make, the Customer shall have the right to terminate the Service on 30 day's notice.

### 2. Provisioning of Services

2.1 The Company shall provide the Service by the Service Commencement Date set out in the Service Order. If The Company is unable to commence provisioning of the Service by the Service Commencement Date, it shall credit the Customer with 50% of the Connection Charge set out in the Service Order.

2.2 For every further Business Day that the company is unable to commence provisioning of the Service, it shall credit the Customer with an additional 5% of the Connection Charge, up to a maximum of 99.5%.

### 3. Network Service Availability

3.1 Guarantees that the Service shall have 99.5% Availability.

3.2 If the Availability falls below 99.5% in any month, The Company will credit the Customer with one day of free service for each hour when the Service is not available, subject to the maximum of the standard monthly Service Charge for that Service.

3.3 The Company shall not be obliged to pay compensation in accordance with this Paragraph 3 where Availability falls below 99.5% because of routine or emergency maintenance on the Network or the Service Equipment pursuant to Paragraph 7.

### 4. Network Speed of Transmission

4.1 The speed of transmission or network latency across the Network is as follows:

- An average of less than 20ms on the pan-European element of the companies' network
- An average of less than 50ms on the trans-Atlantic link
- An average of less than 50ms on the North American element of the companies' network

4.2 If the Company fails to meet these average times in any month it will credit the Customer with one day's free Service.

4.3 At the end of each month the Company calculates the average latency of the Network, measured from each access router to which the Customer is connected to every other access router to which the Customer is connected.

### 5. Network Packet Loss Rate

5.1 The rate of packet loss on all links across the Network is < 0.1% (one packet in one thousand).

5.2 If the packet loss rate exceeds this in any one month the Company will credit the Customer with one day's free Service.

5.3 At the end of each month the Company calculates the average packet loss of the Network during that month, as measured by the packet loss between each pair of access routers in the Network averaged over all such pairs.

5.4 Packet loss within the Network caused by congestion of the Customer's access link or by traffic demand in excess of the Customer's committed CDR will not give rise to any compensation payments.

### 6. Power Service Availability

6.1 Guarantees that the Service shall have 99.5% Availability.

6.2 If the Availability falls below 99.5% in any month, the Company will credit the Customer with one day of free service for each hour when the Service is not available, subject to the maximum of the standard monthly Service Charge for that Service.

6.3 The Company shall not be obliged to pay compensation in accordance with this Paragraph 6 where Availability falls below 99.5% because of routine or emergency maintenance on power distribution network or the customers' equipment develops an electrical fault.

6.4 The company is not responsible for testing of electrical equipment under PAT.

### 7. Services Availability (Firewall, Load Balance, DDOS)

7.1 Guarantees that the Service shall have 99.5% Availability.

7.2 If the Availability falls below 99.5% in any month, The Company will credit the Customer with one day of free service for each hour when the Service is not available, subject to the maximum of the standard monthly Service Charge for that Service.

7.3 The Company shall not be obliged to pay compensation in accordance with this Paragraph 7 where the client has been attached by a third party or has not correctly configured the equipment.

7.4 DDOS mitigation may from time to time drop legitimate network requests when DDOS sensors analyse malicious traffic or are under full load during such an attack.

### 8. Dedicated Hardware Availability

8.1 Guarantees that the Service shall have 99.5% Availability.

8.2 If the Availability falls below 99.5% in any month, The Company will credit the Customer with one day of free service for each 4 hours when the Service is not available, subject to the maximum of the standard monthly Service Charge for that Service.

8.3 All Dedicated Servers have a 4 hour hardware replacement guarantee.

### 9. Cloud Backup

9.1 Guarantees that the Service shall have 99.5% Availability.



9.2 If the Availability falls below 99.5% in any month, The Company will credit the Customer with one day of free service for each hour when the Service is not available, subject to the maximum of the standard monthly Service Charge for that Service

9.3 The Company shall not be obliged to pay compensation in accordance with Paragraph 12.2 where the client has been attacked by a third party or has not correctly configured the equipment to connect to the backup service.

#### 10. Cloud Servers

10.1 Guarantees that the Service shall have 99.5% Availability.

10.2 If the Availability falls below 99.5% in any month, the Company will credit the Customer with one day of free service for each hour when the Service is not available, subject to a maximum of the standard monthly Service Charge for that Service.

10.3 The Company shall not be obliged to pay compensation in accordance with Paragraph 13.2 where the client has been attacked by a third party or has not correctly configured the equipment to connect to the internet.

#### 11. Fault handling

11.1 The Customer shall report all Faults in the Service to the Company on the support telephone number or such other number as the company may notify to the Customer from time to time.

11.2 The Company shall raise a trouble ticket and issue a Fault reference number to the Customer and shall repair the fault within 4 hours. If the company fails to repair a Fault within the relevant timescale, the Customer may claim the compensation set out in clause 1.5, 1.6, 1.7, 1.8.

11.3 Timing starts when a trouble ticket is raised and a Fault reference number is issued to the Customer.

11.4 The Customer may obtain updates on the status of alarms and Faults by calling the support telephone number or such other number as the Company may notify to the Customer from time to time.

11.5 The Company shall notify the Customer by telephone or e-mail when the Fault has been repaired and the Service has been successfully restored. The trouble ticket will then be closed.

#### 12. Network, Service and Hardware Equipment Maintenance

12.1 The company may suspend the Service to carry out periodic maintenance or upgrade work on the Network or Service Equipment.

12.2 Except in the case of an emergency, the company shall provide the Customer with 10 Business Day's notice of any suspension of the 99.5% Service under Paragraph 3. If it fails to provide the appropriate notice, the Customer shall be entitled to a credit of one day's free Service. The Customer notes and agrees that Clause 12.4 below is appropriate notice of the suspension of the Service under the terms of this Agreement.

12.3 As far as possible the Company shall endeavour to ensure that any disruption or interruption to the Service is kept to a minimum. The Company shall endeavour not to suspend the Service for planned maintenance or upgrade work more than 12 times in any calendar year and the Customer shall be entitled to one day's free service for each additional Service suspension for such work. The Company shall endeavour to ensure that planned maintenance or upgrade work does not exceed a total of 24 hours in any calendar year and the Customer shall be entitled to a credit of one day's free service for each additional hour of Service suspension for such work.

12.4 The Company give notice to the Customer that periodic maintenance or upgrade work on the Network or Service Equipment shall occur between 12 a.m and 4 a.m every first Thursday of the month. The Parties agree that this planned suspension or diminution of the Service shall not be included in any calculation for compensation under Clause 7.3 above and will not be included as part of any service level calculations.

#### 13. Reporting

13.1 The Company will provide the Customer with monthly service performance and status reports should they be requested.

13.2 The items reported upon are:  
• Order Status  
• Traffic over preceding month  
• Details of each fault, which has occurred.

## Privacy Policy

This website privacy policy (together with any other privacy notice or fair processing notice that we may provide at or around the time that we collect or process personal data about you) describes how Veber Ltd ("Veber", "we", "us") protects and makes use of the information you give us when you use this website.

If you are asked to provide information when using this website, it will only be used in the ways described in this privacy policy.

Please note that our website is not intended for children (those aged 13 and under) and we do not knowingly collect data relating to children.

For ease of reading, we have divided this policy into several sections:

1. Introduction
2. What data we gather
3. How we use this data
4. Why are we allowed to use your information in this way
5. Cookies and how we use them
6. Controlling cookies
7. Controlling information about you
8. How we share your information
9. How long do we keep your information for
10. Security
11. Links from our site
12. Your Rights
13. Contact Details

Any personal information we hold about you is stored and processed under our data protection policy and in line with the Data Protection Act 2018 and the EU General Data Protection Regulation (the "GDPR" – Regulation (EU) 2016/679, and/or such legislation as may give effect to its terms in England and Wales) ("Data Protection Legislation").

For more information on the GDPR and its effect please see our GDPR statement.

This policy is updated from time to time and at our absolute discretion. The latest version is published on this page. You should check this page from time to time to ensure that you are happy with any changes and are aware of the most up to date version of this policy.

**This website privacy policy was last updated on: 15<sup>th</sup> May 2018**

If you have any questions about this policy, please email [contactus@veber.co.uk](mailto:contactus@veber.co.uk) or write to us at: Veber Ltd, Unit 13, Shakespeare Industrial Estate, Shakespeare Street, Watford, Hertfordshire, WD24 5RR.

### 1. Introduction

We gather and use certain information about individuals in order to provide products and services and to enable certain functions on this website. We also collect information to better understand how visitors use this website and to present timely, relevant information to them.

### 2. What data we gather

We may collect the following information:

- Name and job title
- Contact information including email address
- Demographic information, such as postcode, preferences and interests
- Website usage data
- Other information relevant to client enquiries
- Other information pertaining to special offers and surveys

### 3. How we use this data

Collecting this data helps us understand what you are looking for from Veber, enabling us to deliver improved products and services.

Specifically, we may use data:

- For our own internal records
- To improve the products and services we provide
- To contact you in response to a specific enquiry
- To customise the website for you
- To send you promotional emails about products, services, offers and other things we think might be relevant to you.
- To send you promotional mailings or to call you about products, services, offers and other things we think might be relevant to you.
- To contact you via email, telephone or mail for market research reasons.

### 4. Why are we allowed to use your information in this way

We will only use your personal data in the following circumstances:

- Where you have asked us to do so, or consented to us doing so.
- Where we need to do so in order to perform a contract we have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

## 5. Cookies and how we use them

What is a cookie?

A cookie is a small file placed on your computer's hard drive. It enables our website to identify your computer as you view different pages on our website. Cookies allow websites and applications to store your preferences in order to present content, options or functions that are specific to you. They also enable us to see information like how many people use the website and what pages they tend to visit.

### How we use cookies

We may use cookies to:

- **Analyse our web traffic using an analytics package.** Aggregated usage data helps us improve the website structure, design, content and functions.
- **Identify whether you are signed in to our website.** A cookie allows us to check whether you are signed in to the site.
- **Test content on our website.** For example, 50% of our users might see one piece of content, the other 50% a different piece of content.
- **Store information about your preferences.** The website can then present you with information you will find more relevant and interesting.
- **To recognise when you return to our website.** We may show your relevant content, or provide functionality you used previously.

Cookies do not provide us with access to your computer or any information about you, other than that which you choose to share with us.

Please be aware that the only information that is collected about the users of our website is through third party cookies from **Google Analytics** and **YouTube**. This is done in the same way as many other websites you may visit.

**YouTube cookies** are present where you see videos embedded on our websites linked to YouTube. You can read more about how YouTube uses cookies on the YouTube support pages. When you visit a page containing such content, you may be presented with cookies from YouTube. Please be aware that the Company does not have control over the dissemination of these cookies and you should check the relevant third party's website for more information.

**Google Analytics** is an industry standard method of tracking visits to websites. You can find more information about how it uses cookies on the Google Analytics support pages.

We cannot identify individuals through the Analytics data; it only provides us with information on trends and patterns of site use. If you wish to opt-out of Google Analytics cookies please visit <https://tools.google.com/dlpage/gaoptout?hl=en>

### 6. Controlling cookies

You can use your web browser's cookie settings to determine how our website uses cookies. If you do not want our website to store cookies on your computer or device, you should set your web browser to refuse cookies.

However, please note that doing this may affect how our website functions. Some pages and services may become unavailable to you. Unless you have changed your browser to refuse cookies, our website will issue cookies when you visit it.

### 7. Controlling information about you

When you fill in a form or provide your details on our website, you will see one or more tick boxes allowing you to:

- Opt-in to receive marketing communications from us by email, telephone, text message or post.
- Opt-in to receive marketing communications from our third-party partners by email, telephone, text message or post.

If you have agreed that we can use your information for marketing purposes, you can change your mind easily, via one of these methods:

- Sign in to our website and change your opt-in settings.
- Send an email to [contactus@veber.co.uk](mailto:contactus@veber.co.uk).
- Write to us at: Veber Ltd Unit 13, Shakespeare Industrial Estate, Shakespeare Street, Watford, Hertfordshire, WD24 5RR.

### 8. How we share your information

We will never lease, distribute or sell your personal information to third parties unless we have your permission. We may also disclose personal data if required to do so by law or if we believe that such action is necessary to protect and defend the rights, property or personal safety of our website or its visitors.

If we do have your permission to share your information we may do so in the following ways:

- We may disclose your data to our agents or third party service providers to undertake processing operations on our behalf (see 'Service Providers' below).
- We may analyse and disclose aggregate statistics about users of our services in order to provide services to our agents and service third parties and for other lawful purposes, but these statistics will include no personally identifying information.

### Service Providers

Our service providers provide us with a variety of administrative, statistical, and technical services. We will only provide service providers with the minimum amount of personal data they need to fulfil the services we request, and we stipulate that they protect this information and do not use it for any other purpose. We take these relationships seriously and oblige all of our data processors to sign contracts with us that clearly set out their commitment to respecting individual rights, and their commitments to assisting us to help you exercise your rights as a data subject.

### 9. How long do we keep your information for

Except if required otherwise by law, we retain your personal data for as long as necessary to fulfil the purposes for which we collect it and also where we have a legitimate interest in doing so, such as:

- To enable us to respond effectively to grievances that may arise after you cease to engage with us; or
- Where you sign up to receive e-mail marketing from us we will retain your e-mail address after you 'opt-out' of receiving e-mails in order to ensure that we continue to honour and respect that request.

You can ask us to access, rectify or, in some circumstances, delete your personal data: see 'Your Rights' below for further information.

In some circumstances we may also anonymise your data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

### 10. Security

We will always hold your information securely.

To prevent unauthorised disclosure or access to your information, we have implemented strong physical and electronic security safeguards.

We also follow stringent procedures to ensure we work with all personal data in line with Data Protection Legislation.

### 11. Links from our site

Our website may contain links to other websites.

Please note that we have no control of websites outside the [veber.co.uk](http://veber.co.uk) domain. If you provide information to a website to which we link, we are not responsible for its protection and privacy.

Always be wary when submitting data to websites and read the site's data protection and privacy policies fully.

### 12. Your Rights

#### Your right of Access.

You may instruct us to provide you with any personal information we hold about you in order to enable you to check that it is correct and to ensure that we are processing that personal data lawfully. Provision of such information will be subject to the supply of appropriate evidence of your identity.

The company may refuse a subject access request or raise a fee for processing the request if the request is manifestly unfounded or excessive.

We may withhold such personal information to the extent permitted by law.

#### Your right to Rectification.

Where you identify that incorrect information is held you may instruct us to amend that information.

We may ask you to verify any new information that you provide to us and may take our own steps to check that the new information you have supplied us with is right.

#### Your right to Erasure.

Individuals have a right to have personal data erased and to prevent processing in specific circumstances:

- Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed.
- When the individual withdraws consent.
- When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing.
- The personal data was unlawfully processed (i.e. otherwise in breach of the GDPR).
- The personal data has to be erased in order to comply with a legal obligation.

There are specific circumstances where the company can refuse to erase personal data;

- To exercise the right of freedom of expression and information;
- To comply with a legal obligation or for the performance of a public interest task or exercise of official authority;
- For public health purposes in the public interest;
- Archiving purposes in the public interest, scientific research historical research or statistical purposes; or
- The exercise or defense of legal claims.

Generally Veber will not process a request to erase information where there is an ongoing legal obligation on the company to retain the information. Examples of this might be for taxation and social security purposes.

#### Your right to Data Portability

The right to data portability allows individuals to obtain and reuse their personal data for their own purposes across different services. It allows them to move, copy or transfer personal data easily from one IT environment to another in a safe and secure way, without hindrance to usability.

The right to data portability only applies:

- To personal data an individual has provided to a controller;

- Where the processing is based on the individual's consent or for the performance of a contract; and
- When processing is carried out by automated means.

#### Your rights to Object.

Individuals have the right to object to:

- Processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
- Direct marketing (including profiling); and,
- Processing for purposes of scientific/historical research and statistics.

Objections to processing, other than for marketing purposes for non Veber staff must be made in writing to the Controller and must outline the grounds for objection.

You may instruct us not to process your personal information for marketing purposes by sending an email to us. In practice, we will provide you with continuing opportunities to opt-out of the use of your personal information for marketing purposes throughout our contact with you.

#### Your right to Restrict Processing.

In certain circumstances an individual may request that processing of their personal data is restricted. This means that the information can be stored, but not used, except in restricted circumstances.

This right may be exercised in the following circumstances;

- Where an individual contests the accuracy of the personal data, the company shall restrict the processing until the accuracy of the personal data has been verified.
- Where an individual has objected to the processing (where it was necessary for the performance of a public interest task or purpose of legitimate interests), and the company are considering whether it's legitimate grounds override those of the individual.
- When processing is unlawful and the individual opposes erasure and requests restriction instead.
- If the company no longer needs the personal data but the individual requires the data to establish, exercise or defend a legal claim.

#### Your rights related to automated decision making.

Veber does not use any automated decision making and profiling systems.

#### Your right to make a complaint to the Information Commissioner

Individuals have the right to raise a complaint about any aspect of the way Veber collects, processes, stores or deals with personal data, including complaints. We would appreciate the chance to deal with your concern or complaint in the first instance so please contact us.

If however you are unsatisfied with our response or choose not to contact us in the first instance you can contact the Information Commissioner (ICO), the UK supervisory authority for data protection issues, for further information on how to do make a complaint with them.

#### Exercising your rights

You can exercise these rights at any time by writing to us. When you write to us making a request to exercise your rights we are entitled to ask you to prove that you are who you say you are. We may ask you to provide copies of relevant ID documents to help us to verify your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

It will help us to process your request if you clearly state which right you wish to exercise and, where relevant, why it is that you are exercising it. The clearer and more specific you can be the faster and more efficiently we can deal with your request. If you do not provide us with sufficient information then we may delay actioning your request until you have provided us with additional information (and where this is the case we will tell you).

### 13. Contact Details

If you have any queries regarding this policy, or if you think that it has not been followed, please contact:

The Security Manager  
Veber Ltd  
Unit 13, Shakespeare Industrial Estate  
Watford  
WD24 5RR

Alternatively, you can contact us at [contactus@veber.co.uk](mailto:contactus@veber.co.uk).

## Acceptable Use Policy

In order to protect the Company, its customers, suppliers and the public, the Company enforces this 'Acceptable Use Policy'. 'Use' means any transmission or storage of any signal or data that touches or traverses any Company equipment.

The Company reserves the right to modify this Policy at any time, effective upon posting of the modified Policy to this URL. Any modifications to this Policy will be made when the Company feels it is appropriate and it is the User's responsibility to ensure their awareness of any such changes.

### 1. ILLEGAL USE

- 1.1 The Company's services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. It should be noted that unlawful purposes includes civil as well as criminal law and that the applicable law may be any legal jurisdiction that a signal crosses.

### 2. FAIR USE

- 2.1 The Company's services may be used to link into other networks worldwide; Use of these other networks shall conform to the acceptable use policies of these networks.
- 2.2 The Company's services may only be used using Internet protocols and other standards specified by the Company.
- 2.3 Use may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks") including networks directly and indirectly connected to the Company.
- 2.4 Use that disproportionately reduces the capacity of the Company's services is prohibited. Where a Company service has designed contention between users, use that interferes with the fair use of a contended service by others is prohibited. Use of IP multicast other than by means provided and coordinated by the Company is likewise prohibited.
- 2.5 Use that the Company, at its sole discretion, considers may be a precursor to a use that is prohibited. E.g. 'port probing' to ascertain the vulnerability of a system on the Internet is prohibited.
- 2.6 You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct under the Clause includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features.

**Failure by the Company to notice, or act on any unacceptable use, does not constitute a waiver of that policy.**

**INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF ANOTHER, SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY**

### 3. SANCTIONS

- 3.1 Where the Company, at its sole discretion, determines that use is not according to its acceptable use policy, the Company may restrict, suspend or terminate access to its services by the user, system, network or part thereof that is used in the commission of that use. Where the Company consider, at its sole discretion, use that may constitute an illegal use, it may refer the incident to the appropriate law enforcement agencies or relevant authorities. The Company will fully co-operate with investigations of suspected criminal violations or violation of systems or network security under the leadership of law enforcement or relevant authorities.
- 3.2 The Customer hereby undertakes to indemnify and hold harmless the Company against any loss or damage suffered by the Company (including without limitation as a result of a third party claims) and against any expense, cost or other expenditure incurred by the Company (including without limitation legal fees) which arises directly or indirectly from the Customer's breach of this Acceptable Use Policy.

This Master Service Agreement ("Agreement") is made this DD<sup>st</sup> MM YYYY between VEBER LIMITED. with registered number 03875244 whose registered address is Unit 13 Shakespeare Industrial Estate, Shakespeare Street, Watford, Hertfordshire, WD24 5RR ("Company") and CUSTOMER Limited with registered number ADDRESS, POSTCODE ("Customer"). This Agreement provides the general terms and conditions applicable to Customer's purchase of communications services ("Service") from Veber Ltd.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above

**Customer**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Veber Limited**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_