



teammetallogic[®]

IT support that speaks your language

Connectivity

Terms of Service

LET'S START WITH WHY...

Everyone has a **wider purpose** and for us it isn't just about technology.

We want to build **trust** and **understanding** with our clients so that we can become a **strategic partner** for IT & telecoms, **leading innovation** and enabling **mutual growth and success**.

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These Service Specific Conditions for Connectivity Services apply in addition to the Team Metalogic Master Service Agreement (MSA)

DEFINITIONS

All definitions from the MSA shall apply to these Service Specific Conditions for Connectivity Services with the additional definitions which shall have the meaning set out below:

“Broadband Service” means DSL, FTTC, SOGEA , FTTP service or any technology that replaces broadband in the future

“Connectivity Network” means the telecommunications network through which the Connectivity Service is provided

“Connectivity Service” means a data telecommunications service provided by Team Metalogic to the Customer, including any Equipment provided by Team Metalogic, but excluding any backup service

“Content” means all Data, including Personal Data, visual, textual or other information, whether publicly posted or privately transmitted via the Connectivity Services

“Cyber Attack” means an attempt by hackers to damage or destroy a computer network or system

“Internet Standards” means all relevant existing and future protocols and standards applicable to the use and functioning of the internet, including, without limitation, the following: RFC1009, RFC1122, RFC1123 and RFC1250

“IP” means internet protocol

“Minimum Monthly Recurring Charges” means the higher of: (i) the line Monthly Recurring Charges specified in the Order or (ii) the average of the six highest month’s line Monthly Recurring Charges incurred by the Customer under the Agreement, or if the Customer has incurred less than six months’ line charges, the highest month’s line Monthly Recurring Charges incurred by the Customer under the Agreement

“Name” means any name specifically requested by, or allocated to, the Customer for use in relation to the Connectivity Service including any domain name or mailbox name

“Set-Up Charge” means any Charges due for setting up the Connectivity Service, as specified in the Order

SERVICE SPECIFIC CONDITIONS

1. INSTALLATION AND LIMITATIONS

- 1.1. The Customer accepts that there may be a temporary loss of and/or interference to the Customer’s telephone services or other telecommunications services during installation of the Connectivity Service (and/or any related Equipment) at the Customer Premises by Team Metalogic or its Supplier. Neither Team Metalogic or its Supplier shall have any Liability to the Customer or any third party in relation to such temporary loss of and/or interference
- 1.2. Telephone socket extensions at the Customer Premises that are incorrectly wired may be disconnected by Team Metalogic during installation, without incurring liability to the Customer. If Customer requires, and Team Metalogic agrees to perform or procure the performance of any re-wiring and/or reconnection, the Customer shall be charged additional Charges for such re-wiring and/or reconnection
- 1.3. The Customer accepts that the actual speed of the ADSL Service cannot be guaranteed and will depend on a number of factors including:
 - 1.3.1. the quality of the line, environmental noise and the distance from the local exchange;
 - 1.3.2. the number of other users using the line and local exchange when the ADSL Service is being used; and
 - 1.3.3. any traffic management measures put in place by Team Metalogic and/or the Supplier

2. CHARGES

- 2.1. Team Metalogic may invoice the Customer for the Set-Up Charge at any time on or after the Start Date
- 2.2. Team Metalogic may invoice the Customer for the Monthly Recurring Charges at any time on or after the Start Date and each month thereafter, unless otherwise stated in the Order

- 2.3. Additional and supplemental work may be required to provide the Connectivity Service and the Customer shall pay the additional amounts specified in the Order, or otherwise the applicable Charges invoiced to the Customer, relating to any:
- 2.3.1. abortive visits where Team Metalogic or the Supplier is unable to gain suitable access to the Customer Premises to carry out a survey or install the Connectivity Service
 - 2.3.2. information provided by the Customer which is illegible, inaccurate or incomplete
 - 2.3.3. reported fault which relates to the Customer Equipment
 - 2.3.4. relocation of the existing telephone master socket to provide the Connectivity Service
 - 2.3.5. Notwithstanding termination of this Agreement, the Customer will be liable for the Monthly Recurring Charges and all other Charges incurred in the event of the Customer's continued use of the Connectivity Service after the date of termination

3. SUSPENSION

- 3.1. Without prejudice to any of Team Metalogic's other rights and remedies, Team Metalogic may on notice to the Customer disconnect any or all of the Connectivity Services or suspend performance of any or all of its obligations under this Agreement, without liability to the Customer, in the following circumstances:
- 3.1.1. if any licence or permission to operate or use the Connectivity Network or any part of it is revoked or terminated for any reason
 - 3.1.2. if the operation of the Connectivity Network is terminated or if the provision of the Connectivity Service to Team Metalogic is discontinued for any reason
 - 3.1.3. if the Customer permits any action which, in Team Metalogic's reasonable opinion, will or may jeopardise the operation of the Connectivity Services or the Connectivity Network
 - 3.1.4. if Team Metalogic reasonably suspects the Connectivity Services are being used in a manner prejudicial to the interests of the Customer or Team Metalogic
 - 3.1.5. If Team Metalogic cannot guarantee that the Customer will remain the owner of any telephone number or any feature of a line following disconnection of the Connectivity Service

- 3.2. Team Metalogic may also suspend all or part of the Connectivity Services, or performance of any or all of its obligations this Agreement without liability to the Customer in the following circumstances:
 - 3.2.1. during any technical failure, modification, repair, testing or maintenance of the Connectivity Network or other Equipment, or in the case of emergency
 - 3.2.2. if the operation of the Connectivity Network is suspended or if the provision of the Connectivity Service to Team Metalogic is suspended for any reason
- 3.3. If any suspension of the Connectivity Service results from the Customer's breach of this Agreement then, prior to re-connection, Team Metalogic may demand a refundable deposit from the Customer, equal to one quarter of the annual rental fee. Upon re-connection of the Connectivity Service, a charge of £150 may also be levied, at Team Metalogic's absolute discretion

4. TERMINATION

- 4.1. If the Customer cancels an ordered Connectivity Service or any part of it, notwithstanding that such Order has only been provisionally accepted by Team Metalogic, the Customer shall reimburse Team Metalogic for any and all costs incurred in preparing to deliver the Connectivity Service to the Customer, in addition to any Early Termination Charge. Team Metalogic will take all reasonable steps to mitigate any such costs. Where the Customer cancels an installation then the Early Termination Charge may include the cost of lost revenue incurred by Team Metalogic or its Third Party Contractors, in re-allocating staff who would have otherwise been engaged in the Customer's installation where Team Metalogic is unable to re-allocate such staff at short notice. If a survey of the Customer Premises has been carried out, the Customer shall pay to Team Metalogic the cost of all survey charges in full. If the Connectivity Service includes any excess construction charges, such charges will be payable in full by the Customer upon cancellation of an ordered Connectivity Service. If Team Metalogic has provided the Customer with any Equipment the Customer shall return such Equipment to Team Metalogic immediately in full working order at the Customer's cost
- 4.2. Where the Customer is a Domestic or Small Business Customer within the definition of the Ofcom Regulations (being a Customer that employs ten employees or less) upon the expiry of the Initial Term, unless the Customer provides written notice to terminate the Agreement in accordance with clauses

3.2 and 18.3 of the MSA, this Agreement will auto renew for successive 90 day periods, until terminated in accordance with clauses 3.2 and 18.3

4.3. Team Metalogic reserves the right to charge a fee of £40.00 per service to cover administration and porting costs

5. USE OF THE SERVICES

5.1. The Customer agrees:

5.1.1. not to knowingly intercept or attempt to intercept any message that passes over the Connectivity Network;

5.1.2. not to knowingly or recklessly send any message or virus through the Connectivity Network which causes or is likely to cause any harm to Team Metalogic, the Supplier, any communications systems and/or customer of Team Metalogic or the Supplier

5.2. The Customer shall only use the Connectivity Service in accordance with:

5.2.1. the Acceptable Use Policy, which the Customer shall read prior to commencing use of the Connectivity Service;

5.2.2. the Internet Standards and applicable policies of the Connectivity Network

5.3. If use of the Connectivity Service by the Customer breaches this Agreement, or if the Customer makes use of the Connectivity Service to the detriment of Team Metalogic, the Supplier and/or customers of Team Metalogic or the Supplier, Team Metalogic reserves the right to restrict the Customer's access to the Connectivity Service until the Customer gives Team Metalogic an acceptable undertaking as to its future use. For the avoidance of doubt, it shall be irrelevant whether or not the Customer was aware of the breach

5.4. The Customer's use of IP Multicast (sending internet protocol datagrams to a group of interested receivers in a single transmission) using the Connectivity Service is prohibited, other than with the express prior written consent of Team Metalogic, and then only by means provided and co-ordinated by Team Metalogic

5.5. The Customer shall procure that all Authorised Users of the Connectivity Service comply with the terms of this clause 5 and any other obligations of the Customer in connection with the Customer's use of the Connectivity Service

5.6. Team Metalogic and the Supplier may, without notice to the Customer, review or record usage of the Connectivity Service to verify the Customer's compliance and Team Metalogic may suspend or disconnect the Customer's access to the

Connectivity Service without liability if it reasonably suspects that the Customer has breached, this clause 5 and/or any other relevant terms for use of the Connectivity Service

6. THIRD PARTY NETWORK CONNECTIONS

- 6.1. If the Customer wishes to connect the Connectivity Network to other wide area networks the Customer must seek Team Metalogic's prior written consent before doing so

7. NAME, INTELLECTUAL PROPERTY RIGHTS AND IP ADDRESSES

- 7.1. The Customer warrants and represents that it is the owner of, or that it has been and is duly authorised by the owner to use, all rights in each Name
- 7.2. The Customer acknowledges that Team Metalogic cannot guarantee that any Name will be available and/or approved for use
- 7.3. If a Name infringes any third party rights (including, without limitation, any Intellectual Property Rights) or is illegal, offensive or immoral, or in Team Metalogic's opinion there are reasonable grounds for Team Metalogic to believe that this is the case, Team Metalogic may require the Customer to select a replacement Name. Until the Customer provides Team Metalogic with a replacement name:
 - 7.3.1. Team Metalogic may suspend the Connectivity Service
 - 7.3.2. the Customer shall not use the Name in connection with the Connectivity Service or any other Services and/or Equipment provided by Team Metalogic or its Supplier
- 7.4. If the Connectivity Service includes the registration of a Name on behalf of the Customer, the Customer acknowledges and agrees that:
 - 7.4.1. Team Metalogic does not represent, warrant or guarantee that any Name applied for will be available and/or capable of being registered on behalf of the Customer or that the use of such Name will not infringe any third party rights or be illegal, offensive or immoral. Accordingly, the Customer should take no action in respect of the Name until it has been notified by Team Metalogic that the requested Name has been duly registered. Team Metalogic shall have no liability relating to the Customer or any third party for

any action taken by the Customer prior to the Customer being notified such registration

- 7.4.2. the registration of the Name and its ongoing use by the Customer is subject to the relevant naming authority's terms and conditions of use and the Customer undertakes to comply with the naming authority's terms and conditions. The Customer hereby irrevocably waives any claim against Team Metalogic in respect of any act or omission of a naming authority and, without limitation, the Customer acknowledges and agrees that any administration or other charge paid by the Customer in respect of the application to and/or registration or maintenance of a Name is non-refundable in any event
- 7.4.3. Team Metalogic accepts no liability to the Customer or any third party with regard to the Customer's use of a Name. The Customer hereby indemnifies Team Metalogic against any and all claims or fines, howsoever arising, as a result of the Customer's use of the Name together with any associated legal costs incurred by Team Metalogic in defending any such claim or fine on an indemnity basis. Any dispute arising between the Customer and any third party regarding a Name must be resolved by the Customer and Team Metalogic shall have no obligation to assist the Customer with any such dispute
- 7.4.4. Team Metalogic reserves the right to either suspend or cancel the Customer's Connectivity Service at its absolute discretion, upon notice of any such Name dispute, and to make such representations to the relevant naming authority as Team Metalogic deems appropriate
- 7.5. Team Metalogic retains the right to withhold any domain name tag change until all sums payable under this Agreement are paid in full by the Customer
- 7.6. If the Customer fails to move a domain name registered by Team Metalogic to another internet service provider within one (1) month of termination of the Connectivity Service, Team Metalogic may terminate the domain name with the applicable domain name authorities, registries and registrars
- 7.7. The Customer shall not be entitled to use the trademarks, trade names, domain names, business names, logos or other proprietary identifying marks of Team Metalogic or the Supplier without Team Metalogic or the Supplier's prior written consent
- 7.8. Any IP addresses supplied by Team Metalogic or its Supplier is licensed to the Customer on a non-exclusive, non-transferable, revocable basis for use only in

conjunction with the Connectivity Services and will remain the property of Team Metalogic or its Supplier. Following disconnection of the Connectivity Service any such IP addresses may be re-assigned to the Supplier or a third party. The Customer's licence to use the supplied IP addresses will automatically terminate upon termination of the Connectivity Service, and the Customer shall not make any further use of the IP addresses. Team Metalogic reserves the right to charge the Customer a fee for any IP addresses supplied by Team Metalogic or its Supplier

8. CONFIGURATION VARIATION

8.1. Team Metalogic reserves the right to vary the configuration of the Connectivity Network, the Equipment, and any applicable access codes, at any time. Team Metalogic shall inform the Customer of such variations if deemed necessary and where reasonably practicable. Team Metalogic cannot guarantee the continuing availability of any item which may be dependent upon Team Metalogic's Supplier

9. INTERNET ACCESS

9.1. The Connectivity Service may be used by the Customer to link into web sites, resources or networks worldwide. Team Metalogic does not accept any liability, responsibility or makes any endorsement of the content, goods and/or services offered by such websites, resources or networks. It is the Customer's sole responsibility to comply with the terms and conditions and/or acceptable use policies of such websites, resources and networks

9.2. Where internet access forms part of the Connectivity Service, the Customer agrees that:

9.2.1. all Content is the sole responsibility of Customer

9.2.2. the Customer is entirely responsible for all Content uploaded, downloaded, emailed or otherwise transmitted via internet access

9.2.3. all dealings with, and interests in, promotions, services or merchants found by the Customer using the Connectivity Service, unless otherwise stated, are solely between the Customer and the organisation or legal entity providing such merchants, promotions and/or services

9.2.4. access to secure financial transactions will be dependent on the type of hardware and the third party supplier of content subscribed to by the

Customer and does not form part of the Connectivity Service unless specifically referred to in the Order

10. CONTENT

- 10.1. The Customer shall fully indemnify Team Metalogic against any claim by a third party that Team Metalogic's installation, use, transmission, storage, possession or accessing of the Equipment, end user Content, material or any Software in accordance with this Agreement and/or provided by the Customer in connection with the Connectivity Service infringes any third party rights
- 10.2. The Customer is responsible for management of the content stored on, or transmitted by means of, the Connectivity Service including selection and use of the security features and options that Team Metalogic provides as part of the Connectivity Service

11. SOFTWARE

- 11.1. Any Software is and shall remain the property of the licensor and, if no licence is provided for the Software, the Customer is granted a non-exclusive, non-transferable licence to use the Software solely in conjunction with the relevant Equipment and/or Connectivity Service. The Customer shall comply with the terms and conditions of each relevant licence.
- 11.2. Team Metalogic may provide licensors with information regarding use of Software, including information on the number of licenses required for the Customer's use or access of the Software, the country in which the Customer is located and the Customer's name and address. The Customer consents to Team Metalogic providing licencing information required by licensors upon the Customer's behalf and agrees to co-operate with Team Metalogic for the provision of such required information. The Customer hereby releases Team Metalogic from any and all liabilities to the Customer in relation to the provision of such licensing information upon the Customer's behalf.
- 11.3. The Customer agrees that, upon Team Metalogic providing the Customer with reasonable prior written notice, that Team Metalogic, its licensors, or nominated representatives may, at Team Metalogic's expense, access the Customer Premises and Customer System and records to monitor and record the

Customer's usage of the Software in order to ascertain compliance with any licence conditions

- 11.4. The Customer shall not except as may be permitted by law or otherwise in accordance with this Agreement:
 - 11.4.1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - 11.4.2. reverse compile, disassemble, reverse engineer or otherwise reduce to human- perceivable form all or any part of the Software
 - 11.4.3. allow, permit or assist any third party to do any of the foregoing
- 11.5. The Customer acknowledges that any Software may contain known or unknown security vulnerabilities. Team Metalogic shall not be liable to the Customer or any third party for any loss or damage, including any direct or indirect loss, arising from known or unknown security vulnerabilities with any software including the Software
- 11.6. Team Metalogic will apply updates, releases, upgrades or patches any Software provided to the Customer by Team Metalogic. The Customer may apply updates, new releases, upgrades or patches ("Customer Software Modifications") to any Customer Software used in connection with the Connectivity Service. Where the customer applies such Customer Software Modifications the Customer acknowledges that:
 - 11.6.1. new or amended Customer Software or Software may need to be purchased by the Customer to maintain compatibility; and
 - 11.6.2. if the Customer installs such Customer Software Modifications before any new or amended Software is available, the Service may be affected. Team Metalogic shall have no liability for any adverse effects caused in whole or in part by the installation of Customer Software Modifications to the Customer's software pursuant to this clause 11.6.
- 11.7. The Customer shall ensure that it promptly, and no later than reasonably required by Team Metalogic, installs all Customer Software Modifications to the Customer Software

12. LIABILITY

12.1. In the event that the Customer experiences interruption or delay to the Connectivity Service(s) for a period longer than 48 hours, then except as otherwise provided in this Agreement, Team Metalogic accepts liability to the Customer limited to the applicable service level rebates or credits (as set out in the relevant Service Schedule). Where there is no applicable service level rebate or credit, Team Metalogic limits its liability to an amount equal to the Charges paid for the Connectivity Services for the period of the interruption or delay, as determined by Team Metalogic

12.2. Except as expressly and specifically provided in this Agreement:

12.2.1. The Customer assumes sole responsibility for results obtained from the use of the Connectivity Services and any Software, and for conclusions drawn from such use. Team Metalogic shall have no liability to the Customer or any third parties for any damage caused by errors or omissions in any information or instructions provided to Team Metalogic by the Customer in connection with the Connectivity Services and/or any Software, or any actions taken by Team Metalogic at the Customer's direction

12.2.2. the Connectivity Services and Software are provided to the Customer on an "as is" basis and, except as set out herein, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement

12.2.3. Team Metalogic shall have no liability to the Customer or any third parties for:

12.2.3.1. any and all problems, delays, delivery failures and all other loss or damage or costs or expenses incurred by the Customer arising from or caused by the Customer's System; Customer Equipment; the Customer's network; the Customer's failure to maintain internet connectivity or any breach of the Customer's obligations under this Agreement; or

12.2.3.2. any loss of, or damage to, the customer's System caused by any third party (except those third parties subcontracted by Team Metalogic to perform any of the Services)

13. GENERAL

- 13.1. It is the Customer's responsibility to ensure that its Authorised Users are regularly trained in security awareness, Cyber-Attacks and security threats prevention
- 13.2. Except to the extent included in the Connectivity Service, and identified in the Order, it is the Customer's responsibility to ensure the security and maintenance of its System and Customer Software, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of the Customer's size and standing necessary to protect its System and Data, including the Customer's customer data
- 13.3. Team Metalogic may, from time to time and without notice, change the Connectivity Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Charges for the Connectivity Services. Where practicable, Team Metalogic will give the Customer at least 30 days' notice of any change
- 13.4. Team Metalogic will perform the Connectivity Services with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement, or where the Customer's use of the Connectivity Services is contrary to Team Metalogic's instructions, or where the Connectivity Services have been modified or altered by anyone other than Team Metalogic or its authorised Third Party Contractors or agents
- 13.5. Subject to clauses 13.6 and 13.7 if the Services do not conform to the undertaking in clause 13.4, Team Metalogic will use all reasonable endeavours to correct the defect in accordance with its standard support procedures. Team Metalogic's standard support service shall be available as per the Agreement except in the case of a total service failure, following which (subject to clause 13.7) Team Metalogic shall use its reasonable endeavours to resume the Services as soon as reasonably practicable. In accordance with clause 12.1, where the Customer experiences prolonged interruption of Connectivity Services, Team Metalogic shall apply applicable service level rebates or credits to the customer's account for the period of the interruption of Connectivity Services
- 13.6. The remedy set out in clause 13.5 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 13.4
- 13.7. Notwithstanding the foregoing Team Metalogic:

- 13.7.1. does not warrant that the Customer's use of the Connectivity Services will be uninterrupted or error free; nor prevent a security threat or Cyber-attack; nor that the Services will meet the Customer's requirements; and
- 13.7.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of Connectivity Services, and the Customer acknowledge that the Connectivity Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including security threat and Cyber-attack; and
- 13.7.3. shall not be liable to the Customer for any defect in the Connectivity Services to the extent caused by any defect or failure in the Customer's System
- 13.8. Subject to the Customer's obligations in this Agreement, Team Metalogic Warrants that it will and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement