

General Terms & Conditions

These General Terms & Conditions were published on 1st April 2019. For previous versions, see www.connx.co/terms-and-conditions

1 Agreement

- 1.1 Each Order between you and Cellular UK Ltd (trading as Connx), will incorporate the General Terms & Conditions and any applicable Service Specific Terms (together, the Agreement).
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) General Terms & Conditions.

2 Services

- 2.1 The Agreement shall commence upon Order Acceptance and shall continue for the period specified in the Order until it is terminated in accordance with the Agreement.
- 2.2 Cellular UK Ltd (trading as Connx), shall provide a date to the Customer on which the delivery of the Subscribed Services (or each part of the Subscribed Services) is due to start (**Target Go Live Date**). Cellular UK Ltd (trading as Connx), will use reasonable endeavors to provide the Subscribed Services to the Customer by the Target Go Live Date. The Target Go Live Date may be different from the date of Order Acceptance. Cellular UK Ltd (trading as Connx), will not be liable for any form of compensation should the Subscribed Services not commence by the Target Go Live Date.
- 2.3 Upon Order Acceptance and subject to the terms of the Agreement (including the Target Go Live Date), Cellular UK Ltd (trading as Connx), shall supply the Customer with the Subscribed Services subject to such skill and care as may reasonably be expected of a reasonably competent supplier of similar services and shall use reasonable endeavors to comply with the Service Levels.
- 2.4 The Customer acknowledges that use of the Subscribed Services is at all times subject to the Customer's compliance with the Agreement and the requirements identified in the Agreement (including all minimum system requirements).

3 Customer's responsibilities

- 3.1 The Customer shall (and where applicable shall ensure all Authorised Affiliates and Authorised Users shall):
 - 3.1.1 at all times comply with Applicable Law relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications, and Codes of Practice;
 - 3.1.2 provide Cellular UK Ltd (trading as Connx), with the names and contact details of the Customer Contact, but Cellular UK Ltd (trading as Connx), may also accept instructions from a person who Cellular UK Ltd (trading as Connx), reasonably believes is acting with the Customer's authority;
 - 3.1.3 provide Cellular UK Ltd (trading as Connx), with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and will make sure the information provided is accurate and complete;
 - 3.1.4 complete any preparation activities that Cellular UK Ltd (trading as Connx), may request to enable the Customer to receive the Subscribed Services promptly and in accordance with any reasonable timescales;
 - 3.1.5 be responsible for preventing unauthorised and fraudulent use of the Services, and maintaining the security of all systems, network elements and equipment within its control;
 - 3.1.6 if Cellular UK Ltd (trading as Connx), engineers or sub-contractors have to enter the Customer's premises, let them do so within normal working hours, or otherwise if agreed with the Customer in advance. Cellular UK Ltd (trading as Connx), will meet the Customer's reasonable requirements in relation to the safety of individuals on the Customer's premises, and the Customer must do the same for Cellular UK Ltd (trading as Connx);

- 3.1.7 obtain all consents, licenses, permissions and authorisations required by Cellular UK Ltd (trading as Connx), and the Customer and keep them updated to allow Cellular UK Ltd (trading as Connx), to provide the Subscribed Services, including for:
 - (a) making alterations to buildings;
 - (b) getting into property;
 - (c) dealing with local authorities, landlords or owners;
 - (d) installing Equipment; and
 - (e) using the Subscribed Services over the Customer's network or at a Site;
- 3.1.8 procure a suitable and safe working environment for Cellular UK Ltd (trading as Connx), employees or anyone acting on Cellular UK Ltd (trading as Connx), behalf in relation to work carried out at a Site; and
- 3.1.9 be responsible for putting items back and for any necessary re-decorating when Cellular UK Ltd (trading as Connx), work on Site is completed.
- 3.2 If the Customer fails to procure access to a Site, Cellular UK Ltd (trading as Connx), shall be relieved from any liability to provide the Services or to meet the Service Levels and may charge an Abortive Visit Charge, for which the Customer shall be liable.
- 3.3 Abortive Visit Charges may also apply if access is provided to a Site but work is not possible due to the Site being a health and safety risk to the person attending the Site or if the operation or security of any Cellular UK Ltd (trading as Connx), equipment to be stored on Site may be compromised.

4 Authorised Users

- 4.1 The Customer shall ensure that only Authorised Users use the Subscribed Services and that such use is at all times in accordance with the Agreement. The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Subscribed Services, the employees or contractors of the Customer or the Authorised Affiliates.
- 4.2 The Customer shall keep a list of all Authorised Users and shall promptly notify Cellular UK Ltd (trading as Connx), if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, the Customer shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.
- 4.3 The Customer shall:
 - 4.3.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;
 - 4.3.2 not provide access to (or permit access by) anyone other than an Authorised User; and
 - 4.3.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under the Agreement, including all obligations and restrictions relating to Cellular UK Ltd (trading as Connx), Confidential Information.
- 4.4 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer and its Authorised Affiliate's organisation as necessary for use of the Service) their password, log-in details and access codes in relation to any Subscribed Service.
- 4.5 The Customer shall procure that each Authorised User shall comply with the following security measures:
 - 4.5.1 ensuring passwords used to access any part of the Services shall include letters, numbers and symbols;
 - 4.5.2 ensuring such passwords are changed on a frequent (at least monthly) basis; and
 - 4.5.3 following any other reasonable security instructions or directions

from Cellular UK Ltd (trading as Connx),.

- 4.6 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify Cellular UK Ltd (trading as Connx), immediately.
- 4.7 Clauses 4.3 to 4.5 (inclusive) shall survive termination or expiry of the Agreement.

5 Indemnity

- 5.1 The Customer shall indemnify, keep indemnified and hold harmless Cellular UK Ltd (trading as Connx), (on Cellular UK Ltd (trading as Connx),’ own behalf on behalf of each of Cellular UK Ltd (trading as Connx),’ Affiliates) from and against any losses, claims, damages, liability, Data Protection Losses, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of the Customer’s breach of the Agreement.
- 5.2 If the Customer uses the Services for business purposes, the Customer shall indemnify Cellular UK Ltd (trading as Connx), against any claims that anyone other than the Customer threatens or makes against Cellular UK Ltd (trading as Connx), in relation to the Services.
- 5.3 This clause 5 shall survive termination or expiry of the Agreement.

6 Equipment

- 6.1 Title in any Equipment provided by Cellular UK Ltd (trading as Connx), to the Customer will at all times remain vested in Cellular UK Ltd (trading as Connx), and/or the applicable supplier.
- 6.2 The Customer will be liable to Cellular UK Ltd (trading as Connx), for any loss of, or damage to, any Equipment, except where such loss or damage is due to fair wear and tear or is caused by anyone acting on Cellular UK Ltd (trading as Connx),’ behalf. The Customer shall keep the Equipment fully insured to its replacement value and shall insure that Cellular UK Ltd (trading as Connx),’ and/or the applicable supplier’s interest is named on the relevant policy/ies.
- 6.3 The Customer shall, and shall procure that each Authorised Affiliate and Authorised User, provide suitable secure accommodation, facilities, assistance and environmental conditions, connection points and electricity for any Equipment. The Customer shall procure that all necessary power supply, electrical and other fittings are in place and in working order and comply with Cellular UK Ltd (trading as Connx),’ requirements. Cellular UK Ltd (trading as Connx), will not be held responsible for any interruption or failure of any Service caused by a power supply at the Site, except to the extent such failure is directly caused by the negligence of Cellular UK Ltd (trading as Connx),, its employees or contractors.
- 6.3.1 The Customer shall not remove any markings or legends displayed on any Equipment, or sell, charge, otherwise encumber or assign the Equipment.

7 Faults

- 7.1 Cellular UK Ltd (trading as Connx), cannot guarantee that the Services will never be faulty.
- 7.2 The Customer must report any actual or potential Service Failure to Cellular UK Ltd (trading as Connx), as soon as reasonably practicable, providing such information as Cellular UK Ltd (trading as Connx), may reasonably require to investigate the problem.
- 7.3 Cellular UK Ltd (trading as Connx), will work on any Service Failure that is reported to it according to the fault procedures for the relevant Subscribed Service (available on request).
- 7.4 When Cellular UK Ltd (trading as Connx), agrees to work on a Service Failure outside the hours covered by its fault procedures, the Customer must pay additional Charges according to Cellular UK Ltd (trading as Connx),’ Pricing Terms then in force.
- 7.5 If the Customer reports a Service Failure in a Subscribed Service and Cellular UK Ltd (trading as Connx), finds that there is not a Service Failure, or that it has been caused by the Customer or someone on the Customer’s premises, Cellular UK Ltd (trading as Connx), may charge the Customer for any work it has done to try to find the reported Service Failure or repair it.
- 7.6 The Customer shall be responsible for claiming any Service Credits

in accordance with the applicable Service Specific Terms. Where a valid claim is made and the Customer becomes entitled to a Service Credit, Cellular UK Ltd (trading as Connx), shall issue a credit note to the Customer for an amount equal to the applicable Service Credit.

- 7.7 In order to receive an available Service Credit, the Customer must give written notice to Cellular UK Ltd (trading as Connx),, within 14 days of the end of the calendar month for which the Service Credit is claimed. If the Customer fails to claim the Service Credit to which it is entitled, the Customer shall be deemed to have waived its right to claim the Service Credit.
- 7.8 Cellular UK Ltd (trading as Connx), shall not be liable for (and in particular, Service Credits will not accrue in respect of) a service failure which is caused by:
- 7.8.1 an act, fault or omission by the Customer, its Authorised Affiliates or Authorised Users, or any of their representatives, employees, agents or subcontractors;
- 7.8.2 an act or omission of a service provider or a third party (including any failure of a service provider or third party to provide (either at all, or to the necessary standard) any equipment, software, materials or information);
- 7.8.3 any fault arising outside of the Cellular UK Ltd (trading as Connx), Network;
- 7.8.4 any equipment or service not supplied by Cellular UK Ltd (trading as Connx),;
- 7.8.5 any Force Majeure event;
- 7.8.6 any failure by the Customer, Authorised Affiliate, Authorised User, or any of their representatives, employees, agents or subcontractors to act on Cellular UK Ltd (trading as Connx),’ reasonable instructions;
- 7.8.7 any suspension of the Services under clause 19; or
- 7.8.8 any other event specified in the applicable Service Specific Terms as being an event for which Cellular UK Ltd (trading as Connx), is not liable.
- ## 8 Charges
- 8.1 The Customer will pay and be responsible for the Charges, whether the Services are used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 8.2 Cellular UK Ltd (trading as Connx), will work out the Charges based on details that Cellular UK Ltd (trading as Connx), records or that are recorded for Cellular UK Ltd (trading as Connx),.
- 8.3 The Customer will incur Charges from the Go Live Date, unless otherwise agreed in the Order or Service Specific Terms.
- 8.4 Cellular UK Ltd (trading as Connx), may at any time:
- 8.4.1 require the Customer to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by Cellular UK Ltd (trading as Connx),; and
- 8.4.2 carry out a credit check on the Customer. The Customer will provide Cellular UK Ltd (trading as Connx), or its agents with any information it or they may reasonably require for this.
- 8.5 The Charges (including expenses) shall be paid by the Customer at the rates and in the manner described in the relevant Pricing Terms.
- 8.6 Cellular UK Ltd (trading as Connx), shall invoice the Customer monthly for all Charges due under the Agreement, and the invoices shall be paid within 14 calendar days of the date on the invoice unless the Customer is disputing an invoice (see clause 9). Service Charges shall be invoiced monthly in advance, and Usage Charges shall be invoiced monthly in arrears. Cellular UK Ltd (trading as Connx), shall invoice the Customer, and the Customer shall pay Cellular UK Ltd (trading as Connx), in pounds sterling.
- 8.7 The Charges are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 8.8 Charges payable to Cellular UK Ltd (trading as Connx), under the Agreement shall be paid into Cellular UK Ltd (trading as Connx),’ bank account by direct debit unless otherwise notified by Cellular UK Ltd (trading as Connx), to the Customer in writing in accordance with the Agreement. Cellular UK Ltd (trading as Connx), shall have the right to charge admin fees if payment is made other than by direct debit.

- 8.9 The Customer shall pay all Termination Charges within 7 calendar days of the effective date of termination.
- 8.10 Cellular UK Ltd (trading as Connx), shall have the right to charge interest on overdue invoices at the rate of 5% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 8.11 Cellular UK Ltd (trading as Connx), may amend the Charges in April of each year, by introducing an increase to all or any of the Charges by an amount up to or equal to the UK Retail Price Index (RPI) "All Items" rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year. If the RPI rate is a decrease, the Charges will not be reduced and if that index is not published for the given month, Cellular UK Ltd (trading as Connx), may use a substituted index or index figures published by that office for that month. For the avoidance of doubt, an increase to the Charges shall not be an amendment to the Agreement which causes the Customer material detriment so the provisions of clause 11.3 shall not apply.
- 8.12 To the extent the Agreement terminates or expires (other than due to termination by the Customer under clause 11.3) the Customer shall not be entitled to any refund or discount of Charges paid for any parts of any month during which the Services cease to be provided.

9 Disputing an invoice

- 9.1 In the event that the Client acting reasonably and in good faith disputes an invoice or any part thereof raised by Cellular UK Ltd (trading as Connx), then provided that it notifies Cellular UK Ltd (trading as Connx), in writing of the dispute within 30 days of the invoice being issued and pays such part of any invoice which is not the subject of the dispute unless and until it is subsequently determined that either the whole or part of the payment which is the subject of the dispute should have been payable to Cellular UK Ltd (trading as Connx), by the original due date. If it has been concluded by Cellular UK Ltd (trading as Connx) that the whole or part of the invoice was raised in error a credit will be raised and reflected on the following months invoice. A dispute can only be raised for up to 30 days after an invoice has been issued. After such time has passed the client will not be granted a credit.

10 Support

- 10.1 Support Services shall be available for each Subscribed Service to the Customer for the duration of the respective Subscribed Service Period, to the extent and in the manner specified in the relevant Service Specific Terms and Order.
- 10.2 Cellular UK Ltd (trading as Connx), will use reasonable endeavors to notify the Customer in advance of scheduled Maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency Maintenance.

11 Changes to services and terms

- 11.1 Cellular UK Ltd (trading as Connx), may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in clause 36.2 or other documents referred to in any part of the Agreement (excluding in each case the Order) from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which Cellular UK Ltd (trading as Connx), elects (**Update Notification**).
- 11.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of the Agreement from the date 30 calendar days after Update Notification of such revised document(s) in the event that the amendments cause the Customer a material detriment, and in the case of any other amendments, at least one day before the change it to take effect (the **Update**).
- 11.3 In the event that the Customer reasonably believes that any Update materially impacts it negatively in any manner it may by notice elect to terminate the Agreement in respect of all impacted Subscribed

Services provided it exercises such right prior to such Update taking effect pursuant to clause 11.2 on not less than 10 Business Days prior written notice and notifies Cellular UK Ltd (trading as Connx), at the time of exercising such right of the negative impact which has caused it to exercise this right. In the event of such termination the Customer shall receive a refund of any pre-paid Charges in respect of such terminated Services.

- 11.4 The Customer acknowledges that Cellular UK Ltd (trading as Connx), shall be entitled to modify the features and functionality of the Services. Cellular UK Ltd (trading as Connx), shall use reasonable endeavors to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by Cellular UK Ltd (trading as Connx), customers generally. Cellular UK Ltd (trading as Connx), may, without limitation to the generality of this clause 11.4, establish new limits on the Services (or any part), including introducing or removing features of the Services, or replacing the Services with materially equivalent Services, provided such changes are introduced by Update to the relevant impacted contractual documents.
- 11.5 No variation of the Agreement shall be valid or effective unless it is:
- 11.5.1 an Update made in accordance with the Agreement; or
- 11.5.2 made in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

12 Data protection

- 12.1 Both parties will comply with all applicable requirements of Data Protection Law. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.
- 12.2 The parties agree that, for the Protected Data, the Customer is the data controller and Cellular UK Ltd (trading as Connx), is the data processor (controller and processor as defined in the Data Protection Law).
- 12.3 The Customer warrants, represents and undertakes that:
- 12.3.1 all data sourced by the Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects, with Data Protection Law;
- 12.3.2 all instructions given by the Customer to Cellular UK Ltd (trading as Connx), in respect of Protected Data shall at all times be in accordance with Data Protection Law; and
- 12.3.3 the Customer is satisfied that:
- (a) Cellular UK Ltd (trading as Connx), processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage Cellular UK Ltd (trading as Connx), to process the Protected Data; and
- (b) Cellular UK Ltd (trading as Connx), has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Law.
- 12.4 Insofar as Cellular UK Ltd (trading as Connx), processes Protected Data on the Customer's behalf:
- 12.4.1 unless required to do otherwise by Applicable Law (which shall not constitute a breach of this Agreement), Cellular UK Ltd (trading as Connx), shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this clause 12 and the Privacy Notice, as updated from time to time (**Processing Instructions**);
- 12.4.2 Cellular UK Ltd (trading as Connx), shall promptly inform the Customer if it becomes aware of a Processing Instruction that, in Cellular UK Ltd (trading as Connx), opinion, infringes Data Protection Law, provided that this shall be without prejudice to clause 12, and to the maximum extent permitted by mandatory law, Cellular UK Ltd (trading as Connx), shall have no liability howsoever arising (whether in contract, tort (including negligence) or

otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Processing Instructions following the Customer's receipt of that information.

- 12.5 Cellular UK Ltd (trading as Connx), shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data.
- 12.6 The Customer hereby gives Cellular UK Ltd (trading as Connx), a general consent to engage sub-processors for processing of Protected Data on its behalf. Cellular UK Ltd (trading as Connx), shall inform the Customer before transferring any Protected Data to a new sub-processor. Following receipt of such information the Customer shall notify Cellular UK Ltd (trading as Connx), if it objects to the new sub-processor. If it does not object to the sub-processor within 7 days of receiving the information, the Customer shall be deemed to have accepted the sub-processor. If the Customer has raised a reasonable objection to the new sub-processor, and the parties have failed to agree on a solution within reasonable time, the Customer shall have the right to terminate the Agreement and the Services on 30 days' notice, without prejudice to any other remedies available under law or contract. During the notice period, Cellular UK Ltd (trading as Connx), shall not transfer any Protected Data to the sub-processor.
- 12.7 Cellular UK Ltd (trading as Connx), shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to this clause 12. Cellular UK Ltd (trading as Connx), shall remain primarily liable to the Customer for the performance or non-performance of the sub-processor's obligations.
- 12.8 Cellular UK Ltd (trading as Connx), shall, subject to its reasonable charges, provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Cellular UK Ltd (trading as Connx),) to the Customer in ensuring compliance with its obligations under Data Protection Law with respect to:
- 12.8.1 security of processing;
- 12.8.2 data protection impact assessments (as defined in Data Protection Law);
- 12.8.3 prior consultation with a Supervisory Authority regarding high risk processing; and
- 12.8.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach.
- 12.9 Cellular UK Ltd (trading as Connx), shall make available to the Customer such information as is reasonably necessary to demonstrate its compliance with its obligations under Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:
- 12.9.1 giving Cellular UK Ltd (trading as Connx), reasonable prior notice of such information request, audit and/or inspection;
- 12.9.2 ensuring that all information obtained or generated by the Customer or its auditors in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
- 12.9.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Cellular UK Ltd (trading as Connx),' business, the sub-processors' business and the business of other customers of Cellular UK Ltd (trading as Connx),; and
- 12.9.4 paying Cellular UK Ltd (trading as Connx),' reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.
- 12.10 Cellular UK Ltd (trading as Connx), shall delete or return all Protected Data to the Customer upon termination or expiry of this Agreement, unless required to retain it by Applicable Law.

13 Intellectual property

- 13.1 Nothing in this Agreement or any Order shall affect, grant any license to, or transfer any Intellectual Property Rights of either party which exist as at the commencement date.
- 13.2 Any Intellectual Property Rights which are generated, developed or arise out of the performance of the Services shall vest in Cellular UK Ltd (trading as Connx),.

- 13.3 The Customer shall not copy, decompile, reverse engineer or modify any Software without Cellular UK Ltd (trading as Connx),' prior written consent (except as permitted by law) and will not distribute or disclose any Software to any third party.
- 13.4 The Customer shall not use Cellular UK Ltd (trading as Connx),' Intellectual Property Rights except as expressly permitted in writing by Cellular UK Ltd (trading as Connx),.
- 13.5 The Customer shall not do anything which may impair Cellular UK Ltd (trading as Connx),' (or its licensors') rights, title and interest in and to Intellectual Property Rights or which might prejudice their distinctiveness or validity, or the goodwill in relation thereto accruing to Cellular UK Ltd (trading as Connx), or its licensors.
- 13.6 This clause 13 shall survive the termination or expiry of the Agreement.

14 Defense against infringement claims

- 14.1 Subject to clauses 14.2 and 14.5, Cellular UK Ltd (trading as Connx), shall:
- 14.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Services infringes any copyright, database right or registered trade mark, registered design right or registered patent in the United Kingdom (an IP Claim); and
- 14.1.2 pay, subject to clause 14.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.
- 14.2 The provisions of clause 14.1 shall not apply unless the Customer:
- 14.2.1 promptly notifies Cellular UK Ltd (trading as Connx), upon becoming aware of any actual or threatened IP Claim and provides full written particulars;
- 14.2.2 makes no comment or admission and takes no action that may adversely affect Cellular UK Ltd (trading as Connx),' ability to defend or settle the IP Claim;
- 14.2.3 provides all assistance reasonably required by Cellular UK Ltd (trading as Connx), subject to Cellular UK Ltd (trading as Connx), paying the Customer's reasonable costs; and
- 14.2.4 gives Cellular UK Ltd (trading as Connx), sole authority to defend or settle the IP Claim as Cellular UK Ltd (trading as Connx), considers appropriate.
- 14.3 The provisions of clause 18 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 14.1.
- 14.4 In the event of any IP Claim Cellular UK Ltd (trading as Connx), may elect to terminate the Agreement immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of Charges paid in advance. This clause 14.4 is without prejudice to the Customer's rights and remedies under clauses 14.1.
- 14.5 Cellular UK Ltd (trading as Connx), shall have no liability or obligation under this clause 14 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
- 14.5.1 any modification of the Services (or any part) without Cellular UK Ltd (trading as Connx),' express written approval;
- 14.5.2 any Non-Supplier Materials;
- 14.5.3 any Customer Data;
- 14.5.4 any Open Source Software;
- 14.5.5 any breach of the Agreement by the Customer;
- 14.5.6 installation or use of the Services (or any part) otherwise than in accordance with the Agreement and the User Guide; or
- 14.5.7 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly Authorised by Cellular UK Ltd (trading as Connx),.
- 14.6 Subject to clause 18.4, the provisions of this clause 14 set out the Customer's sole and exclusive remedy (howsoever arising, including

in contract, tort, negligence or otherwise) for any IP Claim.

15 Customer Data

- 15.1 Customer Data shall at all times remain the property of the Customer or its licensors.
- 15.2 Except to the extent Cellular UK Ltd (trading as Connx), has direct obligations under Data Protection Law, the Customer acknowledges that Cellular UK Ltd (trading as Connx), has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all Applicable Laws and Intellectual Property Rights.
- 15.3 If Cellular UK Ltd (trading as Connx), becomes aware of any allegation that any Customer Data may not comply with the Acceptable Use Policy or any other part of the Agreement Cellular UK Ltd (trading as Connx), shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful Cellular UK Ltd (trading as Connx), shall notify the Customer before taking such action.
- 15.4 Except as otherwise expressly agreed in the Agreement, Cellular UK Ltd (trading as Connx), shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised User's needs) and extracts it from each Subscribed Service prior to the termination or expiry of the Agreement or the cessation or suspension of any of the Services.
- 15.5 Cellular UK Ltd (trading as Connx), routinely undertakes regular backups of the Subscribed Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make Cellular UK Ltd (trading as Connx), responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, Cellular UK Ltd (trading as Connx), shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
- 15.6 Unless otherwise set out in the Order, the Service Specific Terms or subsequently agreed by the parties in writing, the Customer hereby instructs that Cellular UK Ltd (trading as Connx), shall within 60 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any Applicable Law requires Cellular UK Ltd (trading as Connx), to store such Customer Data. Cellular UK Ltd (trading as Connx), shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with the Agreement.

16 Confidential Information

- 16.1 The parties will each keep the other party's Confidential Information confidential and neither party will disclose it, unless one of the parties needs to do so:
- 16.1.1 to meet its responsibilities or to receive any benefit under the Agreement, and then only to its employees, agents, Affiliates, officers, directors, advisers and, for Cellular UK Ltd (trading as Connx), only, subcontractors and suppliers, who need to know; or
- 16.1.2 because Applicable Law, a government or regulatory authority, or

court of competent jurisdiction says it has to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.

- 16.2 The party disclosing the Confidential Information in accordance with clause 16.1 will ensure that the people receiving it comply with this clause 16.
- 16.3 Each of the parties will return or destroy any of the other party's Confidential Information within a reasonable time of the other party requesting this by giving notice.
- 16.4 This clause 16 shall survive the termination or expiry of the Agreement for a period of 3 years.

17 Monitoring compliance

- 17.1 During the Service Period and for 7 years thereafter the Customer shall maintain full and accurate records relating to Authorised Users', the Customer's and Authorised Affiliates' use of the Services under the Agreement.
- 17.2 The Customer shall allow and procure for Cellular UK Ltd (trading as Connx), (and any representatives of Cellular UK Ltd (trading as Connx),) access to its premises and the premises of Authorised Affiliates to:
- 17.2.1 inspect use of the Services; and
- 17.2.2 audit (and take copies of) the relevant records of the Customer and the Authorised Affiliates, in each case to the extent necessary to verify that the Customer is in compliance with its obligations under the Agreement.
- 17.3 Unless otherwise agreed in writing, the inspection and audit referred to in clause 17.2 shall be undertaken:
- 17.3.1 during the Customer's normal business hours on Business Days;
- 17.3.2 subject to the provision by Cellular UK Ltd (trading as Connx), of a minimum of 5 Business Days' notice; and
- 17.3.3 not more than twice in any calendar year.
- 17.4 At Cellular UK Ltd (trading as Connx),' request from time to time the Customer shall promptly (and in any event within 2 Business Days of such request) provide Cellular UK Ltd (trading as Connx), with copies of the records referred to in clause 17.1.
- 17.5 Cellular UK Ltd (trading as Connx), may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Supplier's operations and for the purposes of the further development and improvement of Cellular UK Ltd (trading as Connx),' services, provided that such activities at all times comply with the Privacy Notice and clause 12.
- 17.6 Cellular UK Ltd (trading as Connx), may occasionally monitor and record calls made to or by Cellular UK Ltd (trading as Connx), relating to customer services and telemarketing. Cellular UK Ltd (trading as Connx), does this for training purposes and to improve the quality of its customer services, including complaint handling.
- 17.7 This clause 17 shall survive termination or expiry of the Agreement for a period of 12 months.

18 Limitation of liability

- 18.1 If Cellular UK Ltd (trading as Connx), fails to meet a Service Level and this means that the Customer is entitled to Service Credits, the only remedy available to the Customer for that failure will be to receive those Service Credits.
- 18.2 Subject to clause 18.4, Cellular UK Ltd (trading as Connx),' aggregate liability in respect of each individual Subscribed Service (and all Support Services provided in connection with the same) (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall not exceed:
- 18.2.1 one month's line rental for such Subscribed Service in relation to any one event or series of related events; and
- 18.2.2 £5,000 in total in any 12 month period.
- 18.3 Subject to clause 18.4, Cellular UK Ltd (trading as Connx), shall not be liable for consequential, indirect or special losses, or any of the following (whether direct or indirect): loss of profit; destruction, loss

of use or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.

- 18.4 Notwithstanding any other provision of the Agreement, Cellular UK Ltd (trading as Connx), liability shall not be limited in any way in respect of death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.
- 18.5 To the maximum extent permitted by law, Cellular UK Ltd (trading as Connx), shall not be liable (in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) for any breach, delay or default in the performance of the Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any breach of the Agreement by the Customer or any Force Majeure.
- 18.6 This clause 18 shall survive the termination or expiry of the Agreement.

19 Suspension

- 19.1 Cellular UK Ltd (trading as Connx), may suspend access to the Services to all or some of the Authorised Users if:
- 19.1.1 it is necessary for operational reasons such as upgrades to any of the Services or regular Maintenance;
- 19.1.2 it is necessary for emergency Maintenance;
- 19.1.3 a Service has been affected by a Force Majeure event;
- 19.1.4 Cellular UK Ltd (trading as Connx), or any service provider is required to do so in order to comply with any law, regulation, court order, or request, order, direction, determination or consent by or of a governmental or regulatory body (including without limit Ofcom) or authority;
- 19.1.5 it is entitled to (whether or not Cellular UK Ltd (trading as Connx), elects to) terminate the Agreement and/or any Services;
- 19.1.6 Cellular UK Ltd (trading as Connx), suspects that there has been any misuse of the Services or breach of the Agreement; or
- 19.1.7 the Customer fails to pay any sums due to Cellular UK Ltd (trading as Connx), by the due date for payment.
- 19.2 For any suspension pursuant to clause 19.1.1, Cellular UK Ltd (trading as Connx), will use reasonable efforts to give the Customer no less than 1 Business Day's written notice of its intention to suspend any of the Services and subsequently shall restore the Services as soon as it is reasonably able to do so. Cellular UK Ltd (trading as Connx), shall use reasonable efforts to carry out any required maintenance (referred to in clause 19.1.1) between midnight and 6:00am unless otherwise agreed by Cellular UK Ltd (trading as Connx), or otherwise specified in any Service Specific Terms. For any suspension pursuant to clauses 19.1.2, 19.1.3 or 19.1.4, Cellular UK Ltd (trading as Connx), will use reasonable efforts to give as much written notice as reasonably practicable of its intention to suspend any of the Services and subsequently shall restore the Services as soon as it is reasonably able to do so. For any suspension pursuant to clauses 19.1.5 or 19.1.6, Cellular UK Ltd (trading as Connx), may suspend the applicable Service upon immediate written notice to the Customer.
- 19.3 Where the reason for the suspension is suspected misuse of the Services or breach of the Agreement, without prejudice to its rights under clause 22, Cellular UK Ltd (trading as Connx), will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
- 19.4 In relation to suspensions under clause 19.1.7, access to the Services will be restored promptly after Cellular UK Ltd (trading as Connx), receives payment in full and cleared funds.
- 19.5 Charges shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.

20 Renewals

- 20.1 Subject to clauses 20.2 and 20.3, on expiry of the Subscribed Service Period indicated in the Order for each Subscribed Service the Subscribed Service Period shall continue and automatically renew for a further period of 12 months (**first Renewal Date**) and thereafter renew for a further period of 12 months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**).
- 20.2 Unless the Customer is a Small Business, if either party wishes for the Subscribed Service Period to expire on the next Renewal Date, it may cause the Subscribed Service to expire on that Renewal Date by notice provided such notice is served at least 90 calendar days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 20.2, the Subscribed Service shall renew at the next Renewal Date in accordance with clause 20.1.
- 20.3 If the Customer is a Small Business, Cellular UK Ltd (trading as Connx), shall give notice to the Customer at least 90 calendar days prior to the expiry of the Subscribed Service Period indicated in the Order for each Subscribed Service. If such Small Business Customer wishes the Subscribed Service Period to continue and renew for a further period of 12 months, the Customer must give notice of its express consent at least 90 calendar days prior to the expiry of the Subscribed Service Period.

21 Restriction or suspension of the Services

- 21.1 Cellular UK Ltd (trading as Connx), may restrict or suspend the Services:
- 21.1.1 if Cellular UK Ltd (trading as Connx), or its supplier needs to do Maintenance;
- 21.1.2 to implement a change under clause 11.4;
- 21.1.3 if the Customer does not pay Cellular UK Ltd (trading as Connx), on time and in the way described in clause 6;
- 21.1.4 if Cellular UK Ltd (trading as Connx), reasonably believes:
- the Customer has not followed the Acceptable Use Policy; or
 - it needs to in order to protect the integrity or security of the network.
- 21.2 If Cellular UK Ltd (trading as Connx), restricts or suspends the Services because of the reasons in clauses 21.1.3 or 21.1.4:
- 21.2.1 the Customer will still have to pay the Charges that are payable for the Services until the Services end; and
- 21.2.2 Cellular UK Ltd (trading as Connx), may apply a Charge to start the Services again.
- 21.3 Cellular UK Ltd (trading as Connx), may suspend the Services if the Customer does not pay what it owes under any other contract that the Customer has entered into with Cellular UK Ltd (trading as Connx),, as set out in that other contract.
- 21.4 If Cellular UK Ltd (trading as Connx), decides to restrict or suspend the Services for any of the above reasons, it will let the Customer know beforehand as soon as it reasonably can.

22 Termination

- 22.1 The Customer may terminate the Agreement or the provision of any of the Subscribed Services for convenience on not less than 90 days' prior written notice to Cellular UK Ltd (trading as Connx),.
- 22.2 Cellular UK Ltd (trading as Connx), may terminate the Agreement or the provision of any of the Subscribed Services for convenience on not less than 60 days' prior written notice to the Customer.
- 22.3 Cellular UK Ltd (trading as Connx), may terminate the Agreement immediately at any time by giving notice in writing to the Customer if:
- 22.3.1 the Customer commits a material breach of the Agreement and such breach is not remediable;
- 22.3.2 the Customer commits a material breach of the Agreement which is not remedied within 20 Business Days of receiving written notice of such breach; or
- 22.3.3 the Customer has failed to pay any amount due under the Agreement on the due date and such amount remains unpaid within 7 calendar days after the Customer has received notification that the payment is overdue;

- 22.3.4 Cellular UK Ltd (trading as Connx), is required to do so by any governmental or regulatory authority (including without limit Ofcom) or to comply with legislation;
- 22.3.5 the Customer's use of the network or any Service is, or is likely to cause damage to, interrupt or otherwise prevent Cellular UK Ltd (trading as Connx), or its suppliers from supplying services to other customers or complying with obligations owed to other customers;
- 22.3.6 there is a change of control of the Customer; or
- 22.3.7 the Customer or its respective officers or employees are prosecuted for a criminal offence relating to the Services.
- 22.4 Either party may terminate the Agreement on written notice to the other in the event that the other party:
- 22.4.1 becomes the subject of a bankruptcy order;
- 22.4.2 becomes insolvent;
- 22.4.3 makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- 22.4.4 goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- 22.4.5 stops trading or operating;
- 22.4.6 owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
- 22.4.7 faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.
- 22.5 Any breach by the Customer of the Acceptable Use Policy or of clauses 4 or 13 shall be deemed a material breach of the Agreement which is not remediable.

23 Consequences of termination

- 23.1 Immediately on termination or expiry of the Agreement (for any reason), the rights granted by Cellular UK Ltd (trading as Connx), under the Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall):
- 23.1.1 stop using the Services; and
- 23.1.2 destroy and delete or, if requested by Cellular UK Ltd (trading as Connx), return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).
- 23.2 Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination.
- 23.3 If the Customer gives notice to terminate the Agreement or the provision of any Subscribed Service(s) prior to the expiry of the Subscribed Service Period indicated in the Order(s) for such Subscribed Service(s), the Customer shall pay Cellular UK Ltd (trading as Connx), Termination Charges calculated as follows:
- 23.3.1 Line rental – number of months remaining on Order multiplied by the monthly line rental Charges.
- 23.3.2 Average Call Spend – number of months remaining on Order multiplied by the average call spend in the 3 months prior to the expiry of the relevant Subscribed Service.
- 23.4 If the Customer gives notice to terminate the Agreement or the provision of any Subscribed Service(s) and free or discounted installation, equipment or line rental was agreed as part of the Pricing Terms or otherwise, Cellular UK Ltd (trading as Connx), reserves the right to impose a Termination Charge equal to the installation, equipment or line rental cost or discount.
- 23.5 If the Customer fails to reach the annualised minimum monthly spend commitment as outlined in any agreed Pricing Terms or the Order, Cellular UK Ltd (trading as Connx), reserves the right to invoice in the month following termination or expiry of the Agreement for the difference between achieved and committed spend.

24 Entire agreement

- 24.1 The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 24.2 Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement.
- 24.3 Nothing in the Agreement shall limit or exclude any liability for fraud.

25 Notices

- 25.1 Any notice given under this Agreement must be in writing and in English; signed by, or on behalf of, the party giving it (except for notices sent by email); and sent to the relevant party at the address set out in clause 25.3.
- 25.2 Notices may be given, and are deemed received:
- 25.2.1 by hand: on receipt of a signature at the time of delivery;
- 25.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 25.2.3 by email: on receipt of a delivery OR read receipt email from the correct address.
- 25.3 Notices shall be sent to:
- 25.3.1 in the case of those to Cellular UK Ltd (trading as Connx),, to its registered office at Cellular UK Ltd (trading as Connx), Network Services Limited, 147a High Street, Waltham Cross, Hertfordshire, United Kingdom, EN8 7AP; or by email at retentions@CellularUKLtd.co.uk (trading as Connx),.uk.com; and
- 25.3.2 in the case of those to the Customer, to any email or physical address or contact details notified on the Order (as updated from time to time pursuant to clause 25.4).
- 25.4 Any change to the contact details of a party as set out in clause 25.3 shall be notified to the other party in accordance with clause 25.1 and shall be effective:
- 25.4.1 on the date specified in the notice as being the date of such change; or
- 25.4.2 if no date is so specified, five Business Days after the notice is deemed to be received.
- 25.5 This clause does not apply to notices given in legal proceedings or arbitration.
- 25.6 Anniversary Clause; The customers obligation under this Contract will commence on the start date and will continue during the term. Upon expiry of the committed period this contract will automatically continue for the subsequent contract period unless and until terminated in accordance with the guidelines set out in sections 22, 23, 24 and 25.

26 Assignment and subcontracting

- 26.1 Except as expressly provided in the Agreement, Cellular UK Ltd (trading as Connx), may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement.
- 26.2 Except as expressly permitted by the Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement (including the licence rights granted), in whole or in part, without Cellular UK Ltd (trading as Connx), prior written consent.

27 Set off

Each party shall pay all sums that it owes to the other party under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

28 No partnership or agency

The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

29 Severance

- 29.1 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.
- 29.2 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

30 Waiver

- 30.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 30.2 No single or partial exercise of any right, power or remedy provided by law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 30.3 A waiver of any term, provision, condition or breach of the Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

31 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).

32 Third party rights

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

33 Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into the Agreement and grant to the other the rights (if any) contemplated in the Agreement and to perform its obligations under the Agreement.

34 Disputes

- 34.1 The Parties will each do what they reasonably can to settle any dispute or claim that occurs under or in relation to the Agreement, and to avoid having to get the courts or regulatory authorities involved.
- 34.2 Cellular UK Ltd (trading as Connx), will try to resolve any complaint or dispute that the Customer may have with Cellular UK Ltd (trading as Connx), in accordance with the Complaints Procedure.

35 Governing law & jurisdiction

- 35.1 The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 35.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

36 Definitions and interpretation

- 36.1 Each Order entered into by the Customer shall form a separate agreement, incorporating these General Terms & Conditions together with the Service Specific Terms for the respective

Subscribed Services and the Policies (**the Agreement**);

- 36.2 In the event of any conflict in respect of the provisions of the Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):
- 36.2.1 the Order;
- 36.2.2 the Service Specific Terms;
- 36.2.3 the Policies;
- 36.2.4 the General Terms & Conditions; and
- 36.2.5 the Documentation.
- 36.3 Subject to the order of priority between documents in clause 36.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 36.4 The following defined terms are used in these General Terms & Conditions:
- 36.5 In the Agreement, unless otherwise stated:
- 36.5.1 the table of contents, background section and the clause, paragraph, schedule or other headings in the Agreement are included for convenience only and shall have no effect on interpretation;
- 36.5.2 Cellular UK Ltd (trading as Connx), and the Customer are together the **parties** and each a **party**, and a reference to a 'party' includes that party's successors and permitted assigns;
- 36.5.3 words in the singular include the plural and vice versa;
- 36.5.4 any words that follow **include, includes, including, in particular** or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 36.5.5 a reference to **writing** or **written** includes any method of reproducing words in a legible and non-transitory form (including email); and
- 36.5.6 a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of the Agreement under that legislation.

Abortive Visit Charge a charge to reflect costs incurred by Cellular UK Ltd (trading as Connx), or its suppliers (or anyone acting on behalf of Cellular UK Ltd (trading as Connx), or its suppliers) in relation to an abortive visit defined in clause 3, including any specific Charges (identified as such in the applicable Order (including any supporting price list or service handbook relating to such Order).

Affiliate in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010.

Applicable Law as applicable and binding on the Customer, Cellular UK Ltd (trading as Connx), and/or the Services: any law, statute, regulation, bylaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; the common law and laws of equity as applicable to the parties from time to time; any binding court order, judgment or decree; or any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business.

Applications the software or applications used by or on behalf of Cellular UK Ltd (trading as Connx), to provide the Subscribed Services.

Cellular UK Ltd (trading as Connx), Cellular UK Ltd (trading as Connx), Network Services Limited (company number: 10564551) a company registered in England & Wales whose registered office is at 147a High Street, Waltham Cross,

<p>Cellular UK Ltd (trading as Connx), Confidential Information</p>	<p>Hertfordshire, United Kingdom, EN8 7AP (or as updated from time to time with Companies House).</p> <p>all information (whether in oral, written or electronic form) relating to Cellular UK Ltd (trading as Connx),’ business which may reasonably be considered to be confidential in nature including information relating to Cellular UK Ltd (trading as Connx),’ technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms, the Description and any other technical or operational specifications or data relating to each Subscribed Service shall be part of Cellular UK Ltd (trading as Connx),’ Confidential Information.</p>	<p>Data Controller</p>	<p>provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly).</p> <p>has the meaning given to that term (or to the term ‘controller’) in Data Protection Law.</p>
<p>Authorised Affiliates</p>	<p>in respect of the relevant Subscribed Service, the Affiliates of the Customer (if any) identified in the Order as Authorised Affiliates in respect of that Subscribed Service.</p>	<p>Data Protection Law</p>	<p>means as applicable and binding on the Customer, the Supplier and/or the Services:</p> <p>(a) the Data Protection Act 2018; and/or</p> <p>(b) the GDPR, and/or any corresponding or equivalent national laws or regulations; and</p> <p>(c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.</p>
<p>Authorised Users</p>	<p>in respect of the relevant Subscribed Service, the employees and/or contractors Authorised by the Customer to use that Subscribed Service in accordance with the terms of the Agreement.</p>	<p>Data Protection Losses</p>	<p>all liabilities, including all:</p> <p>(a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and</p> <p>(b) to the extent permitted by Applicable Law:</p> <p>(i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;</p> <p>(ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and</p> <p>(iii) the reasonable costs of compliance with investigations by a Supervisory Authority.</p>
<p>Business Day</p>	<p>a day other than a Saturday, Sunday or bank or public holiday in England.</p>	<p>Data Processor</p>	<p>has the meaning given to that term (or to the term ‘processor’) in Data Protection Law.</p>
<p>Charges</p>	<p>the charges according to the relevant Pricing Terms together with any other amounts payable to Cellular UK Ltd (trading as Connx), under the Agreement, including charges for initiating a Subscribed Service (including connection charges, access charges and/or installation charges) (Go Live Charges), recurring non-usage based charges for the Subscribed Services (including line rental and circuit charges) (Service Charges), as well as usage-based charges (Usage Charges).</p>	<p>Data Subject</p>	<p>a natural person who can be identified, directly or indirectly, by the Protected Data.</p>
<p>Codes of Practice</p>	<p>all guidelines governing use or provision of telecommunications and/or data services issued by any generally recognised bodies (such as the Phone-paid Services Authority) or that are adopted by Cellular UK Ltd (trading as Connx), from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.</p>	<p>Documentation</p>	<p>(a) the description of the relevant Subscribed Service (as Updated from time to time), which as at Order Acceptance is the latest version available at www.Cellular UK Ltd (trading as Connx),.uk.com/terms (the Description);</p> <p>(b) in respect of each Subscribed Service, the relevant instructions as to how to use that part of the Services made available by Cellular UK Ltd (trading as Connx), at www.Cellular UK Ltd (trading as Connx), at www.Cellular UK Ltd (trading as Connx), from time to time) (the User Guide).</p>
<p>Complaints Procedure</p>	<p>Cellular UK Ltd (trading as Connx),’ complaints procedure (as Updated from time to time), which available at www.Cellular UK Ltd (trading as Connx),.uk.com/terms</p>	<p>Equipment</p>	<p>any equipment, including any Software, that Cellular UK Ltd (trading as Connx), sells or licenses to the Customer.</p>
<p>Confidential Information</p>	<p>all information of any kind whatsoever expressed to be confidential by a party and/or concerning the customers or business affairs or trade secrets of a party (including in particular pricing information, details of suppliers and/or customers of a party), which is disclosed by that party to the other party, directly or indirectly, or which is otherwise acquired by the other party prior to or after the date of the Order in whatever form including, but not limited to, oral, written, graphic or electronic form and which may reasonably be considered as confidential information of that party.</p>	<p>first Renewal Date</p>	<p>has the meaning given in clause 20.1.</p>
<p>Customer</p>	<p>has the meaning given in the relevant Order.</p>	<p>Force Majeure</p>	<p>an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet, as well as lightning, flood or exceptionally severe weather, fire or explosion, civil disorder, war or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those</p>
<p>Customer Data</p>	<p>all data (in any form) that is provided to Cellular UK Ltd (trading as Connx), or uploaded or hosted on any part of any Subscribed Service by the Customer or by any Authorised User.</p>	<p>Force Majeure</p>	<p>any Authorised User in connection with the involving Cellular UK Ltd (trading as Connx),’ employees).</p>
<p>Customer Systems</p>	<p>all software and systems used by or on behalf of the Customer, the Customer’s Authorised Affiliates, any of its or their direct or indirect sub-contractors, or</p>		



General Terms & Conditions	the terms set out in the clauses and other provisions of this document, as Updated from time to time.	commercially exploiting any part of any Subscribed Service or Documentation;
Go Live Date	the date when Cellular UK Ltd (trading as Connx), notifies the Customer that a Service is activated, or if earlier the date when the Customer starts to use the Services.	(b) permitting any use of any Subscribed Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau,
Intellectual Property Rights	any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing.	outsourced or similar service to third parties or making any Subscribed Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose)); (c) combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or
IP Claim	has the meaning given in clause 14.1.1.	creating derivative works based on it (in whole or in part); or
Maintenance	any work on the network or the Services, including to maintain, repair or improve the performance of the network or the Services.	(d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),
Materials	all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of Cellular UK Ltd (trading as Connx), in connection with the Services, but excluding all Customer Data.	except as expressly permitted under the Agreement.
Non-Supplier Materials	Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or license between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in the Agreement.	Personal Data any information relating to an identified or identifiable natural person, including an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Open Source Software	any software subject to a version of the General Public License, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of the Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of the Agreement.	Policies each of the following: (a) Cellular UK Ltd (trading as Connx),' policy on acceptable use of the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at www.Cellular UK Ltd (trading as Connx).uk.com/terms (the Acceptable Use Policy) (b) the Complaints Procedure; and (c) Cellular UK Ltd (trading as Connx),' privacy policy in relation to the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at www.Cellular UK Ltd (trading as Connx).uk.com/privacy-notice (the Privacy Notice).
Order	the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Subscribed Services entered into by or on behalf of the Customer and Cellular UK Ltd (trading as Connx),, incorporating these General Terms & Conditions and the Agreement (and as varied by the parties by agreement in writing from time to time).	Pricing Terms the details of pricing and fees in respect of each part of the Services, as initially provided under the Order and updated from time to time in accordance with clause 8.11 or, in respect of any part of the Services for which prices are not expressly agreed, on the Standard Pricing Terms.
Order Acceptance	the effective date of the relevant Order.	Processing Instructions has the meaning given in clause 12.4.1.
Permitted Purpose	use solely for the Customer's internal business operations and, in respect of each Subscribed Services, also for the internal business of operations of the Authorised Affiliates identified in respect of that Subscribed Service on the Order, in each case in accordance with the applicable Documentation and our Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law: (a) copying, reproducing, publishing, distributing,	Protected Data Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement. Purchased Authorised User Accounts in respect of each Subscribed Service, the number of Authorised Users who may use that Subscribed Service as set out in the Order

redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way



Renewal Date	has the meaning given in clause 20.1.
RPI	has the meaning given in clause 8.11.
Service Credit	reduction in certain charges or compensation payments in respect of Cellular UK Ltd (trading as Connx), failing to meet specified Service Levels calculated in the manner set out in the relevant Service Specific Terms.
VAT	United Kingdom value added tax, any other tax imposed in substitution for it.
Service Failure	any failure, error, or defect in the provision of the Services.
Service Levels	the service levels applicable to the relevant Subscribed Service (as Updated from time to time), which as at Order Acceptance is the latest version available at www.Cellular UK Ltd (trading as Connx),.uk.com/terms
Service Period	the period beginning on Order Acceptance and ending with the last of the Subscribed Service Periods.
Services	the Subscribed Services and the Support Services.
Service Specific Terms	in respect of each Subscribed Service, the specific additional or amended terms relevant to that Subscribed Service (as Updated from time to time) which as at Order Acceptance are available at www.connx.co/terms-and-conditions .
Site	any place identified in a Schedule or Order from or to which Cellular UK Ltd (trading as Connx), provides the Services.
Small Business	a Customer which is neither: <ul style="list-style-type: none"> (a) a person who (within the meaning of section 32(4) of the Communications Act 2003 provides an electronic communications network or an electronic communications service; nor (b) an undertaking for which more than 10 individuals work (whether as employees or volunteers or otherwise).
Standard Pricing Terms	the details of pricing and fees in respect of each part of the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at www.connx.co/terms-and-conditions . (subject to clauses 20 and 22) in respect of each
Subscribed Service Period	Subscribed Service, the duration during which such services are to be provided as initially set out in the Order and as varied in accordance with the Agreement.
Subscribed Services	each service to which the Customer has subscribed as set out in the Order (and Subscribed Service shall refer to each respective service separately).
Supervisory Authority	any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Law.
Support Services	in respect of the relevant Subscribed Service, the support services provided by Cellular UK Ltd (trading as Connx), to the Customer as described in the Service Specific Terms.
Target Go Live Date	has the meaning given to that term in clause 2.2.
Termination Charges	any compensatory charges payable by the Customer to Cellular UK Ltd (trading as Connx), on termination of the Agreement in whole or in part, in accordance with clause 23 and as set out in the Service Specific Terms.
Update	has the meaning given in clause 11.2, and Updated shall be construed accordingly.
Update Notification	has the meaning given in clause 11.1.