

IQ in IT Limited: telephony, connectivity, hosting, and domain registration terms and conditions

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General terms

1. The parties

- 1.1. "We", "us", and "our" means IQ in IT Limited, a company registered in England and Wales with company number 07088567.
- 1.2. "You" and "your" means the person named on our quotation.
- 1.3. Our registered office address is Vine House, 143 London Road, Kingston Upon Thames, Surrey, KT2 6NH.
- 1.4. Our "web site" is iqinit.uk

2. Definitions

- 2.1. "Business Days" means Monday to Friday excluding any bank holidays or other national holidays in England.
- 2.2. "Cancelling" an order means asking us not to give effect to an order you have placed, before we have made that service available to you.
- 2.3. "Data Protection Laws and Regulations" means all applicable data protection and privacy legislation, as amended, updated or re-enacted from time to time).
- 2.4. "Domestic or Small Business Customer" has the meaning set out in Ofcom's General Conditions of Entitlement (as updated by Ofcom from time to time).
- 2.5. "Equipment" means any physical item.
- 2.6. "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress, rights in goodwill, unfair competition rights, rights in

designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 2.7. "Minimum Term" means the minimum term (if any) set out in our quotation.
- 2.8. "Open Source Software" means software which falls within the Open Source Definition, as set out by the Open Source Initiative (<http://opensource.org>) and software which meets the definition of "Free software", as set out by the Free Software Foundation (<http://www.fsf.org>).
- 2.9. "Restricting" a service means that we make some parts of the service unavailable or operate at a lower speed.
- 2.10. "Services" means the telephony, connectivity, hosting, and domain registration services which we agree to provide to you under this agreement, as set out in our quotation to you.
- 2.11. "Staff" means our employees and authorised contractors.
- 2.12. "Standard Contractual Clauses" means such contractual terms as are currently approved by the European Commission for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection, currently available at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>
- 2.13. "Suspending" a service means that we stop your service from working, but keep it in a state from which we can resume it quickly. Suspension does not affect your obligations under this agreement, and does not terminate this agreement.

2.14. "Terminating" a service means that we stop supplying your service completely and terminate this agreement in respect of those services. At this point you are no longer liable for further ongoing charges, but must still pay any outstanding invoices, minimum term charges and any termination charges that apply. If you wish to reconnect after termination, you will have to ensure your account is up to date, and pay any connection charges that apply and may have to wait for several days before service can be reconnected.

2.15. Any reference to a "day" means a period of 24 hours. For example, a period of two days from now means two periods of 24 hours from now.

3. Our agreement with you

3.1. If you order Equipment or Services from us, your order, and your use of our Services, is subject to these terms.

3.2. These terms apply to the exclusion of any terms you supply us, or which accompany or are referenced in or linked from any purchase order or communication you send us. They supersede all previous negotiations, understandings and representations. If you do not agree to this, you do not have authority to access our services or systems.

3.3. This agreement is governed by English law.

3.4. Any provision of this agreement which refers to a charge or fee which we may levy on you confers an obligation on you to pay those charges or fees.

4. Duration

4.1. If you are a Domestic or Small Business Customer, this agreement lasts for the Minimum Term, and then continues on a month-by-month basis at a price notified by us to you until either party terminates it in accordance with the terms of this agreement.

4.2.4. If you are not a Domestic or Small Business Customer, this agreement lasts for the Minimum Term, and then renews automatically with the same Minimum Term. If you do not want the agreement to renew automatically, you must terminate it in accordance with clause 9.1, giving sufficient notice so that termination takes effect before the day of renewal.

4.3. Clause 9 sets out your termination rights.

5. Your general obligations

5.1. You must:

5.1.1. comply with our reasonable instructions, guidelines and directions about the use of the Services and the Equipment;

5.1.2. co-operate with us in all matters relating to this agreement, and do so in a timely manner;

5.1.3. provide any information required by us accurately, comprehensively, in good faith, and in a timely manner;

5.1.4. ensure that all Equipment which is used in conjunction with the Services conforms to all relevant standards or approvals;

5.1.5. keep your account credentials secret, and secure your network and equipment as you consider appropriate to the risks facing you. If you become aware of a compromise, you must immediately change your account password(s) and other security devices and notify us;

5.1.6. behave at all times in a polite and professional manner towards us and our Staff;

5.1.7. maintain such backups, disaster recovery, and resiliency, plans, as are appropriate to your situation. These measures are to be in addition to any support services or service level agreements in place between you and us;

5.1.8. comply with all applicable law; and

5.1.9.ensure that your users (and anyone else who may use the Equipment or Services) comply with all the obligations under this agreement which are imposed on you (except for obligations to pay). You are liable to us for their breach or non-compliance.

5.2.You warrant that you have the full power and authority to enter into this agreement.

5.3.You agree that any breach of this clause 5 is a material breach of this agreement.

6. Service access, suspension, and maintenance

6.1.While we will use our reasonable efforts to maintain and operate the Services, we make no promises that they will always be available or functioning, nor that they will be fault-free.

6.2.We may restrict or suspend all or part of the Services if, in our reasonable opinion, you fail to comply with your obligations under this agreement, or if we consider it is necessary to do so:

6.2.1.to stop or mitigate any security or integrity incident, threat or vulnerability, or problem or attack affecting our network, equipment, or services (including any network, equipment, or services provided to another customer);

6.2.2.because we reasonably suspect that you cannot, or are not required to, pay your invoices;

6.2.3.to deal with behaviour which, in our reasonable opinion, amounts to misuse of the Services; or

6.2.4.to comply with a legal obligation.

6.3.We have a weekly window for planned maintenance on from just before midnight on Friday to 05:00 on Saturday. We will try to make available to you notice of other planned maintenance activity, via our status page.

7. Service level agreement (SLA)

7.1.We will provide the Services in accordance with the service level agreement you have purchased (as set out in our quotation), provided that you:

7.1.1.are up to date with all payments to us;

7.1.2.are not in breach of this agreement; and

7.1.3.satisfy all conditions set out in the service level agreement.

7.2.If you have not entered into a specific service level agreement with us:

7.2.1.we will provide the Services with reasonable skill and care; and

7.2.2.other than in the case of “licence-only purchases”, we will provide you with reasonable technical support for the Services during our normal office hours.

7.3.We carry out our own monitoring, but you must notify our support team promptly of any fault or suspected fault with the Services, using the contact details we have provided to you.

7.4.You must promptly provide all reasonable assistance to our staff.

7.5.Unless otherwise specified in our quotation, the Services do not include:

7.5.1.the provision of technical support to end users;

7.5.2.support for software or Equipment which you supply; or

7.5.3.support for any software or Equipment that you have modified, or have procured someone other than us to modify.

7.6.We record all phone calls made to us and from us.

8. Payments and invoicing

8.1.You must pay our fees and charges as set out in our quotation, and all other sums due under this agreement, in each case as varied in accordance with clause 10. Your obligation

to pay continues until you, or we, terminate this agreement in accordance with its terms.

- 8.2. You must comply with any payment requirements specified for the services, such as maintaining a valid Direct Debit arrangement. In addition to any other rights we may have, if you do not comply with our payment requirements, we may charge you an administration fee for each invoice we issue, or we may invoice you for the entirety of the sum due for the remainder of the term of this agreement
- 8.3. If you require us to provide a purchase order number, or any other information, on an invoice, you must provide us with all required information promptly following the date of this agreement, and you must promptly notify us of any changes to that information or your invoicing requirements. You agree that our invoice is not invalidated if it does not include information, or does not comply with requirements, which you have not notified to us before we sent the invoice.
- 8.4. We will invoice you monthly in advance, except for call charges which we will invoice in arrears.
- 8.5. We will issue invoices by email, to the address which you specify for invoices, or, if there is no such address, we may send invoices to any address we hold.
- 8.6. You must read any invoices we issue you, and notify us of any error within 14 days of the date on which we send it to you. You must identify the disputed charges, and explain why they are in dispute, and you must provide any relevant supporting documentation. After that time, you agree that you will not bring any dispute or claim relating to an incorrect invoice. You must still pay any undisputed part of the invoice in accordance with this agreement. On receipt of a notification of dispute, we will contact you, and you must work reasonably with us to resolve the dispute.

8.7. You must pay each invoice within 15 days of the date on which we send it to you.

- 8.8. If, for any reason, we do not receive your payment in full by the due date, we may do any or all of the following:
- 8.8.1. restrict or suspend any Services we provide to you (including services outside the scope of this agreement);
- 8.8.2. send you reminders by email and post, or contact you by phone or other communications channel, at regular intervals. We may charge you an administration fee for each reminder, by way of liquidated damages;
- 8.8.3. charge you penalties as specified in the Late Payment of Commercial Debts (Interest) Act 1998, as well as interest at either 8% above the Bank of England base rate or, if the Bank of England base rate is less than 0%, at 8%;
- 8.8.4. charge you our reasonable costs and expenses (including legal costs) for seeking payment of the overdue amount.
- 8.9. If, for any reason, we do not receive your payment in full within 30 days of the due date, we may (at our discretion) terminate this agreement or the Services.
- 8.10. If we restrict, suspend, or terminate the Services or the agreement in accordance with this clause 8:
- 8.10.1. we shall not be liable for any losses to you arising from this; and
- 8.10.2. in the case of termination, we are not obliged to reactivate those Services. If you wish us to reactivate the Services, and we are willing to do so, we will notify you of the costs associated with doing so (including any requirement we may have as to a deposit for security of costs), and you can decide at that point whether you wish to proceed.
- 8.11. You agree not to cancel, reverse, revoke, or do anything similar to, any payment you make

to us. If any payment you make is cancelled, reversed, revoked, or similar, that payment shall be deemed as having never been made to us.

9. Terminating this agreement

9.1. Provided that you have paid all sums due, you may terminate this agreement at any time by giving us at least 90 days' notice. This agreement will terminate automatically 90 days after we receive your notice, or on the date you specify in your notice if this is later than 90 days. If the Services have a Minimum Term and you wish to terminate within that Minimum Term, you must pay us in full for the remaining period of that Minimum Term before you attempt to terminate.

9.2. We may terminate this agreement immediately by notifying you if:

9.2.1. we are entitled to do so under this agreement;

9.2.2. you commit a material breach of an obligation under this agreement; or

9.2.3. we reasonably suspect that you cannot, or are not required to, pay your invoices.

9.3. We may terminate either or both this agreement and any Services at any time and for any reason by giving you 30 days' notice of such termination. If we choose to terminate any Services under this clause 9.3, we will not charge you an early termination fee if you are within those Services' Minimum Term, and will give you a pro-rata refund of sums which you have paid which relate to the future provision of the Services which we will not be providing because of this termination.

9.4. Cancellation, termination or expiration of this agreement or any Services shall not affect any rights, obligations or liabilities of either party that have accrued before termination or that are intended to continue to have effect beyond termination or expiration.

9.5. On cancellation, termination, or expiration of this agreement, you will automatically,

immediately, and irrevocably, lose access to (and will not be able to recover) any telephone numbers we have allocated to you. We shall not be liable for any losses to you arising from this. If you wish to move your phone number to another provider, you must ensure that it has transferred across to your new provider and verify that it is working with them before the date on which our service cancels, terminates, or expires. If you do not do this, we will not be able to transfer your phone number and you will lose use of it.

10. Varying this agreement

10.1. We can vary this agreement, including as to price, at any time. You cannot.

10.2. If we vary "list prices", such as the prices for calls, we will give you at least 30 days' notice.

10.3. If we increase the price of the Services where the increase is limited to us passing on an amount equal to any increase in the rate of Value Added Tax or any other directly and specifically applicable taxation charge or regulatory levy imposed by mandatory provisions laid down by government or regulatory authorities, payment of which is compulsory, we will notify you by email, and the variation will be effective as of the time at which we send the email (unless otherwise notified).

10.4. For any other variations, we will give you at least 30 days' notice by email or on your invoice. If you wish to terminate the Services to which the variation relates, you may do so without any cancellation charge, as long as we receive your notice of termination of this agreement within 14 days of the day on which we notified you of the variation. If we do not receive notice of termination from you within this time, you are deemed to have agreed to the variation.

Data protection

11. Interpretation

11.1. References in clauses 11 - 16 to a Regulation are to regulation 2016/679/EC, also known as the "GDPR", for as long as the GDPR applies to our Processing of Personal Data. If the GDPR ceases to apply to our Processing of Personal data, references to a Regulation are to the Applied GDPR. References to the "Applied GDPR" are to the GDPR as amended by the UK's Data Protection Act 2018.

11.2. References to an Article are to an Article of the Regulation and capitalised terms in clauses 11 -16 have the meaning defined by the Regulation unless otherwise defined in the Agreement.

12. Scope

12.1. If, in respect of any Personal Data Processed by us as part of the Services, you are a Data Controller, and we Process the Personal Data as your Data Processor, clauses 13 - 16 shall apply in respect of such Processing.

13. Subject matter of processing

13.1. You must provide us with a document setting out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects. You must notify us promptly if this information changes, and you must provide us with the necessary updated information.

14. Your obligations

14.1. You must, for the duration of the Processing, comply with your obligations under Data Protection Laws and Regulations. Without limiting the generality of this, you must, in particular:

14.1.1. have a lawful basis for the Processing, and ensure you are entitled to provide the Personal Data to us for Processing, and

must notify us promptly if either of these ceases to be true;

14.1.2. notify your Data Subjects of the Processing, to the standard required by Data Protection Laws and Regulations;

14.1.3. ensure that all Personal Data you provide to us is accurate and up to date, and you must make promptly any amendments necessary to ensure that the Personal Data remain accurate and up to date.

15. Our obligations

15.1. We must:

15.1.1. Process Personal Data in accordance with all applicable Data Protection Laws and Regulations;

15.1.2. Process the Personal Data within either or both the UK and the European Economic Area and only on your documented instructions, including with regard to transfers of Personal Data to a third country or an international organisation;

15.1.3. unless prohibited by law, notify you before Processing the Personal Data, if we are required to act other than in accordance with your by:

15.1.3.1. if the GDPR applies to the Processing, any law of the European Union or the law of one of the Member States of the European Union; and

15.1.3.2. if the Applied GDPR applies to the Processing, any law in the United Kingdom.

15.1.4. treat the Personal Data as confidential information;

15.1.5. take all measures required pursuant to Article 32;

15.1.6. taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is reasonably possible, for

the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation;

15.1.7. provide reasonable assistance to you, at your cost, on your written request in ensuring compliance with your obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to us;

15.1.8. at your choice, delete or return all the Personal Data to you after the end of the provision of the Services relating to the Processing, and delete existing copies. If we make available to you tools which enable you to download your Personal Data, you must only ask us to assist where those tools are unable to meet your reasonable needs. We are not required to delete Personal Data if we are required to continue store those Personal Data:

15.1.8.1. if the GDPR applies to the Processing, any law of the European Union or the law of one of the Member States of the European Union; and

15.1.8.2. if the Applied GDPR applies to the Processing, any law in the United Kingdom.

15.1.9. at your cost allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you. Any audit or inspection shall be carried out on reasonable notice and avoid causing damage, injury or disruption to our premises, equipment, personnel or business;

15.1.10. at your cost provide reasonable assistance to you with any data impact assessments; and

15.1.11. in the event of a Personal Data Breach notify you without undue delay.

15.2. From time to time, we may need to engage other processors (each a "Sub-Processor"). In

respect of all Sub-Processors, we will respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement. We will be liable for the acts and omissions of our Sub-Processors, and we will ensure that the Sub-Processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this clause 15.

15.3. You hereby specifically authorise us to engage the following Sub-Processors:

15.3.1. Amazon Web Services

15.3.2. Microsoft

15.3.3. Datto Inc.

15.3.4. OVH

15.3.5. Backblaze

15.3.6. Cloudflare Inc.

15.3.7. Metronet (UK) Limited and Venus Business Communications Ltd

15.3.8. KCOM Group Limited

15.4. You hereby give us a general authorisation to engage other Sub-Processors. We will inform you if we intend to appoint a Sub-Processor by email. If you object to the intended Sub-Processor, you must notify us within five day of us announcing our intention to appoint that Sub-Processor, and we and you shall discuss changes needed to the Services (which may entail an increase in charges) that might arise from this. If, acting reasonably, we and you cannot agree suitable changes to the Services (including, if relevant, increased charges), we may suspend Services or (at our discretion) terminate this agreement on immediate notice to you, in each case without liability.

16. International Transfers of Personal Data

16.1. If:

16.1.1. we act as your Processor;

16.1.2.the Processing falls within Articles 2 and 3 of Regulation 2016/679; and

16.1.3.the United Kingdom is or becomes a “third country” for the purpose of Chapter V of Regulation 2016/679;

unless and until such time as the European Commission has decided that the United Kingdom (or one or more specified sectors within the United Kingdom, where we, or the Processing, falls within one or more of those specified sectors) ensures an adequate level of protection for the purposes of Chapter V of Regulation 2016/679, you and we shall, in respect of any transfer of personal data subject to Chapter V of Regulation 2016/679 which is not subject to any of the permitted derogations set out in that Chapter V, enter automatically into the Standard Contractual Clauses and, for the purposes of these clauses, you shall be the “data exporter”, and we shall be the “data importer”.

17.Indemnities

17.1.Where, in this agreement, we say that you will indemnify us from something, it means that you agree to fully indemnify and keep us fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by us and arising from that thing.

17.2.You will indemnify us from:

17.2.1.your breach of this agreement, non-compliance with the terms of this agreement (other than in respect of payment) by your users, and your negligence, or other act, omission or default;

17.2.2.the operation or break down of any Equipment or software owned or used by you;

17.2.3.any claim brought against us by any third party alleging that its intellectual

property rights are infringed by the use by you of the Services, Equipment, or any software we provide or make available to you; and

17.2.4.your use or misuse of the Services, Equipment, or any software we provide or make available to you.

17.3.In clauses 17.2.1 - 17.2.4, references to “you” and “your” include your users, and anyone else who makes use of the Equipment or Services.

18.Limits on liability

18.1.All conditions, warranties or terms which might have effect between you and us, or be implied or incorporated into this agreement (whether by statute, common law or otherwise) are excluded to the extent permitted by law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

18.2.Neither party limits or excludes its liability to the other for personal injury or death caused by its negligence, for fraud or fraudulent misrepresentation, or for any matter for which, at law, a party cannot limit or exclude its liability.

18.3.You do not limit or exclude your liability for any indemnities in this agreement, or for sums due under it.

18.4.Our total liability to you shall never exceed the total fees paid by you to us in the 12 month period immediately preceding the relevant claim.

18.5.You agree that:

18.5.1.our limitation of liability in clause 18.4 applies to any compensation or damages awarded through our alternative dispute resolution scheme, or any other basis;

18.5.2.you must not seek, or accept, or look to recover from us, any compensation or damages above this limit of liability; and

18.5.3. you will neither ask for nor accept compensation for any matter which is not a breach of this agreement.

18.6. If we become aware of bugs (such as faults, defects, or security vulnerabilities) in Open Source Software which we use in the course of our provision of the Services, we will take reasonable steps to notify the third parties responsible for that Open Source Software. We cannot, and do not, guarantee if or when a bug will be fixed, and we are not liable for any bugs — whether we are aware of them or not — in any Open Source Software.

18.7. We will take reasonable steps to comply with the requirements of any licences under which Open Source Software is made available, but we are not liable if the Open Source Software infringes any third party's rights.

18.8. Subject to clauses 18.1 - 18.3, neither party shall be liable to the other for special, indirect, or consequential losses, nor for the following types of loss, whether direct, indirect, special or consequential, in each case however caused:

18.8.1. financial loss (other than in respect of sums due from you to us under this agreement), including loss of profits, earnings, business, goodwill, business interruption;

18.8.2. expected or incidental losses; loss of expected savings; loss of sales; failure to reduce bad debt; reduction in the value of an asset; and

18.8.3. loss of, or corruption to, data.

18.9. You agree that the limits of liability in this agreement are fair and reasonable.

18.10. This clause survives cancellation, termination, or expiration of this agreement.

19. Events outside reasonable control

19.1. Neither party will be liable to the other for any delay or failure in the performance of that party's obligations caused by events outside

that party's reasonable control, but only if that party promptly notifies the other of the circumstances of the event. This clause 19.1 does not apply to your obligation to pay any sums due under this agreement.

19.2. We may notify you by email, or by posting an updating on our web site or status pages.

19.3. If the event persists for 30 days or more, the party not affected by the event may give notice to the other to terminate this agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on your part to pay any sums due under this agreement).

20. Notices

20.1. Any notice (except for the service of court proceedings) shall be sent to the other party by email to the receiving party's nominated email address for service. In our case, this is accounts@iqinit.uk. In your case, this is the email address which you have provided to us for sending invoices.

20.2. If you want to change your email address for receipt of notices, you must notify us and the change will take effect from the date on which we confirm that we have changed your email address.

20.3. Both parties consider that notice has been given:

20.3.1. in the case of email, for us notifying you, one clear day after the time at which we sent the email; and

20.3.2. in the case of email, for you notifying us, one clear day after you receive confirmation from us that we received such notification.

20.4. Notice for the service of court proceedings shall be by a signed-for postal service which provides proof of delivery, or by courier, and such notice shall be addressed:

20.4.1.to us, addressed to the Managing Director, and sent to our registered office address; and

20.4.2.to you, to the most recent address which we have on file for you or, where no such address exists, to an address which we reasonably believe is linked with you. We may instead serve you by email, if we are not reasonably able to serve notice to you by post or courier.

20.5.You must obtain and retain proof of sending of any notice, and you must provide this proof of sending to us promptly on request.

20.6.This clause survives cancellation, termination, or expiration of this agreement.

21.Dispute resolution procedure

21.1.Each party shall deal with any disputes or claims arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) as follows:

21.1.1.the issue in dispute shall be referred for discussion to, in your case, your normal point of contact with us, and in our case, the relevant account manager; and

21.1.2.if the dispute is not resolved within 7 days under clause 21.1.1, a managing director of each party shall attempt to resolve the dispute.

21.2.If, after exhausting the procedure set out in clause 21.1, the dispute is still not resolved, you, or we, may bring a claim before the courts of England. Each party agrees to the exclusive jurisdiction of the courts of England in respect of any claim, dispute or matter arising out of or in connection (including non-contractual claims) with this agreement. You must bring any claim within 12 months of the date on which the cause of action accrued.

21.3.Clauses 21.1 and 21.2 do not affect our ability to seek an injunction, or other appropriate interim relief, from the courts of

England, without exhausting the dispute resolution procedure.

21.4.Each party shall bear its own costs for this dispute resolution procedure, up to the involvement of the courts. Costs related to the involvement of the courts shall be at the court's discretion.

21.5.You agree that the allocation of risk in this clause 21 is fair and reasonable having regard to all the circumstances.

21.6.This clause 21 is without prejudice to any rights you may have under clauses 33 or 42.

21.7.This clause survives cancellation, termination, or expiration of this agreement.

22.Miscellaneous terms

22.1.A person who is not a party to this agreement has no rights under this agreement. This includes any users you may have.

22.2.If any part of this agreement is found to be invalid or unenforceable by any court, this shall not affect the other provisions of this agreement and those provisions shall remain in full force and effect.

22.3.If a party fails to exercise a right or remedy, this failure shall not prevent that party from exercising that right or remedy subsequently for that or any other incident.

22.4.A waiver of any breach or provision of this agreement shall only be effective if made by email or in other writing.

22.5.We may assign, transfer, charge, sub-contract or deal in any other manner with any of our rights or obligations under this agreement. You may not do these things without our prior written consent.

22.6.Nothing in this agreement establishes any partnership, joint venture, or agency. You shall not hold yourself out as being an agent, partner, representative or otherwise being entitled to bind us.

22.7. This clause survives cancellation,
termination, or expiration of this agreement.

Telephony services

23.Telephony: applicability

23.1.Clauses 24 to 33 apply only to any part of the Services which consist of telephony services which enable you to originate calls to, and receive calls from, numbers in the UK's national dialing plan (such as a SIP trunk), where we provide those telephony services to you.

24.Important: Emergency services access

24.1.Our telephony services generally permit access to the emergency services. However, they are Internet telephony services, and these are dependent on your connection to a suitable data network (such as the data services we offer), the operation of that data network, and operation of your Equipment (which will not function in the event of a power outage unless you have suitable battery backup equipment). If you do not have a connection to a suitable data network, or your data network or equipment is not functioning correctly (including where your data services have been suspended), you will not be able to use the telephony services, including for the purposes of making calls to the emergency services. You must consider this and made appropriate arrangements.

24.2.We will, where possible, pass your location information to the emergency services. This location will be the location you have informed us the telephony service is used from.

24.3.If you expect to use our telephony service:

24.3.1.principally at a single fixed location, we recommend that you register with us the address of the place where the telephony service is to be used before you activate it, and that you update that address information if there is any change to it; or

24.3.2.from multiple locations, we recommend that you register and update the location

information associated with it whenever you access the telephony service from a new location.

24.4.You may be required to confirm your location to the emergency services.

25.Phone numbers

25.1.You do not own any phone numbers or other identifiers which we allocate to you.

25.2.While we will use reasonable efforts to avoid doing so, and to give you such notice as is possible and reasonable in the circumstances if we intend to do so, we may change the phone numbers or other identifiers allocated to you. We are not responsible for any costs or losses suffered by you if we do so.

26.Responsibility for telephony usage

26.1.You are liable for all calls, messages, data, and any other usage, which:

26.1.1.originate from or appear to us to originate from your network;

26.1.2.originate from or appear to us to originate directly from you; or

26.1.3.present to us with your identifying data (including, but not limited to, your username and password),

irrespective of whether or not they were generated or authorised by you or your users, and including those generated as a result of fraudulent activity by a third party.

26.2.You are responsible for keeping your account credentials secret and for securing your network and equipment. If you become aware of a compromise, you must immediately change your account password(s) and other security devices and notify us. This does not limit your responsibility and liability.

26.3.We may take steps to identify apparent fraudulent activity and automatically suspend your telephony service for outgoing calls if we find such activity, but we cannot promise that this will always be successful or fast enough to

prevent unauthorised traffic. We will contact you (by email) if this happens.

26.4.You are responsible for checking the charges which apply to any calls which you or your users make.

26.5.Unless we agree otherwise with you in writing, there is no financial cap on our telephony service.

27.Acceptable use

27.1.You must not use the Services, and must take all reasonable steps to procure that the Service is not used:

27.1.1.in a way that does not comply with any law or any codes of practice, regulations or any licence or that is in any way unlawful, or fraudulent, or, which has any unlawful or fraudulent purpose or effect; or

27.1.2.in any way which infringes the Intellectual Property Rights of us or any third party; or

27.1.3.in connection with (without prejudice to the generality of clause 27.1.1) the carrying out of fraud, or criminal offence, against any communications provider; or

27.1.4.in any way that constitutes, accessorises, or enables, artificial inflation of traffic (as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement); or

27.1.5.in any way that in our reasonable opinion could materially affect the quality of any Services provided by us or any service provided by any third party; or

27.1.6.to make nuisance calls or to send "spam"; or

27.1.7.to threaten, harass, stalk, abuse, disrupt, or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others; or

27.1.8.to obtain access, through whatever means, to restricted areas of our, or our suppliers' underlying networks; or

27.1.9.to send and receive data in such a way or in such amount so as to adversely affect our, or our suppliers' networks (or any part of them) or to adversely affect our other customers; or

27.1.10.contrary to our instructions; or

27.1.11.in a way which (in our reasonable opinion) brings our name, or our suppliers' names, into disrepute, or which places us or our suppliers in breach of any legal obligation, permission or consent.

28.Complaints

28.1.Our Customer Complaints Code is available on our web site at <https://iqinit.uk/contacting-support/>. If you wish to complain, you must follow the Customer Complaints Code.

29.Directories

29.1.Unless compelled to do so, we will not include your personal data in any directory. If compelled to do so, we may pass our costs in fulfilling the request on to you.

29.2.You can purchase a printed telephone directory from us for any geographic area. You acknowledge that will fulfil any such purchase by buying the relevant directory from BT, and providing it to you once we have received it from them. We will charge you for our time and costs in addition to the price we pay to BT. We recommend that you buy a directory directly from BT, if you want one.

30.Telephony service limitations

30.1.You agree that we are not required to provide you with access to numbers or ranges, where it is not technically and economically feasible for us to do so.

31. Moving your phone number to or from another provider

31.1. We charge for number portability whether inbound (bringing your existing number to use) or outbound (taking a number we have assigned to you to another provider), as set in our quotation to you.

31.2. If you wish to move your phone number to another provider, you must ensure that it has transferred across to your new provider and verify that it is working with them before the date on which our service cancels, terminates, or expires. If you do not do this, we will not be able to transfer your phone number and you will lose use of it.

32. Artificially-inflated traffic

32.1. You must not use our telephony services in a way that constitutes artificial inflation of traffic (as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement).

32.2. You indemnify us from any fraud or artificial inflation of traffic.

33. Alternative dispute resolution

33.1. In addition to your rights under clause 21, you may refer a dispute to our alternative dispute resolution scheme, of which details are available on our web site, if:

33.1.1. you are a Domestic or Small Business Customer; and

33.1.2. you are entitled to refer the dispute to our alternative dispute resolution scheme.

33.2. If you are not entitled to refer the dispute to our alternative dispute resolution scheme, you must not do so or attempt to do so. If you breach this clause, you shall be liable for any costs we incur (including our legal fees, and any compensation the alternative dispute resolution scheme requires us to pay to you) as a result of your breach.

33.3. This clause survives cancellation, termination, or expiration of this agreement.

Connectivity

34.Connectivity: Applicability

34.1.Clauses 35 to 42 applies to our connectivity services, including our Internet / broadband, ethernet, mobile data, and L2TP services.

35.Service requirements

35.1.You are responsible for ensuring that you have the necessary equipment to make use of the Services, and that it is connected and configured correctly.

35.2.If our Service relies on a service provided to you by someone else, we are not liable if our Service is inhibited because of a function of, failure of, or fault with, that other service. You agree that, in this situation, our Service is working as intended and has not failed, and that you will not seek or accept any compensation from us.

36.IP addresses

36.1.You do not own any IP addresses which we allocate to you from our ranges. Any IP addresses we allocate from our ranges to you remain our property.

36.2.For the avoidance of doubt, this does not apply to IP ranges which you already own and which we agree to route or announce for you.

36.3.We reserve the right to change (including reduce) any IP address assignment. We shall use reasonable efforts to give you reasonable advance notice of a change.

36.4.We may register you as the contact for the IP address range in RIPE, or other relevant IP management authority.

36.5.You must comply with any terms imposed by Internet registries, including RIPE, for IP addresses.

37.Usage allowance

37.1.If the Service has a usage allowance, that usage allowance will reset at the start of each billing period or, where a billing period is based on multiple months, at the start of each calendar month.

37.2.If you reach your usage allowance before the end of a billing period, your connection will automatically slow down and it will continue to work at that slower speed for the remainder of that billing period.

37.3.We may offer you the ability to increase your usage allowance by purchasing top-ups. A top-up expires at the end of the billing period in which it was purchased.

38.Traffic shaping

38.1.We do not currently implement any traffic shaping measures.

39.Scanning

39.1.We may carry out port scans, as well as checks for open DNS servers or SMTP servers, check for vulnerabilities on endpoints which you connect to our network.

39.2.You agree that this access is authorised, and warrant that you have obtained the authorisation of all users whose equipment is connected to the services.

40.Complaints

40.1.Our Customer Complaints Code is available on our web site at <https://iqinit.uk/contacting-support/>. If you wish to complain, you must follow the Customer Complaints Code.

41.Free ancillary services

41.1.We may, from time to time, provide free ancillary services, such as DNS resolvers, outgoing mail smart hosts, or a NAT64 gateway.

41.2. We may vary, suspend, or terminate these services at any time, without notice.

41.3. If you use these services, you do so at your own risk, and, subject to clause 18.2, we are not liable to you for any losses you may suffer as a result of your use of them.

42. Alternative dispute resolution

42.1. In addition to your rights under clause 21, you may refer a dispute to our alternative dispute resolution scheme, of which details are available on our web site, if:

42.1.1. you are a Domestic or Small Business Customer; and

42.1.2. you are entitled to refer the dispute to our alternative dispute resolution scheme.

42.2. If you are not entitled to refer the dispute to our alternative dispute resolution scheme, you must not do so or attempt to do so. If you breach this clause, you shall be liable for any costs we incur (including our legal fees, and any compensation the alternative dispute resolution scheme requires us to pay to you) as a result of your breach.

42.3. This clause survives cancellation, termination, or expiration of this agreement.

Equipment

43. Title and risk

43.1. For Equipment we are selling to you, or have sold to you, the Equipment remains our property, and title remains with us, until we have received your payment in full for it.

43.2. You must not permit a bailiff, or other similar person, to take, or make part of a controlled goods agreement or similar, any Equipment which we own. You must make them aware that we, and not you, own the Equipment. If they attempt to take, or take control over, the Equipment, you must notify us immediately.

43.3. Risk passes to you when the Equipment is handed over to the courier or postal services provider, of you or your nominated agent.

Web Hosting

44. Web hosting: applicability

44.1. Clauses 45 to 51 apply where we provide you with web hosting services. They do not apply where we manage servers which you host yourself, or which a third party hosts for you.

45. Resource allocation and performance

45.1. We will allocate you with server resources in accordance with the package set out in our quotation.

45.2. We monitor the performance of our servers, and try to deal with reductions in operating performance within a reasonable time. In respect of hosting services using shared resources, you acknowledge that an occasional reduction in operating performance of the services is a natural part of the services. This is outside of our control and accordingly we are not liable for these reductions.

46. Your responsibilities

46.1. If we permit you to install software or scripts, or provide you with a facility for the installation of software or scripts, you are responsible for, and are liable for, all aspects of these, including security, configuration, and suitability for your purpose. We do not provide technical support in respect of software or scripts which you have installed.

46.2. You are responsible for the content which you or your users store on or transmit through the hosting service. You must ensure that your use of the hosting service, and any content stored on or transmitted through the service, is lawful. You indemnify us from any breach.

47. Server access

47.1. You cannot, and may not, physically access any server we use to provide the hosting service, nor visit or access the data centre.

48. Monitoring and takedown

48.1. Our web hosting service is behind Cloudflare, which monitors for suspicious or malicious activity. We may also carry out checks on server infrastructure, including operating system, installed software, and file systems to attempt to detect or prevent suspicious or malicious activity.

48.2. We may remove or restrict your account, or your content, if we are required to do so by law, if we could be liable for your usage if we did not do so, or if you do not comply with your obligations under this agreement. We are not liable to you if we do this.

48.3. We are not required to notify you in advance if we remove your account or content in accordance with this clause 48.

49. Storage capacity

49.1. If you exceed the agreed storage space, we will contact you, and suspend the service. You must either reduce your storage so that it does not exceed the agreed storage space, or else upgrade your hosting package.

49.2. If you repeatedly exceed the agreed storage space, we may require you to upgrade your hosting package.

50. Permitted bandwidth and CPU utilisation

50.1. We monitor network bandwidth usage and CPU utilisation. We do not impose specific limits, but we may suspend or restrict services where there is significant adverse impact on our network or servers.

51.Deletion on termination

51.1.We will retain your content for three months following termination. After this time we will delete it. If you want to retain any content, you must download it before termination takes effect.

Email services (Microsoft Office 365)

52.Email hosting: Applicability

52.1.Clauses 53 to 56 apply when you purchase email services through us.

53.Microsoft Office 365

53.1.When you purchase email services through us, you are purchasing access to Microsoft's Office 365 service.

53.2.Microsoft, and not us, is responsible for this service. This includes the service's features and availability.

53.3.You must comply with any restrictions, including mailbox quotas, rate of sending, and permitted content types or uses.

53.4.Use of the services is subject to terms dictated by Microsoft, available at <https://www.microsoft.com/licensing/docs/customeragreement>. By ordering these services, you agree to these terms. You are responsible for being aware of, and complying with, the terms, including any changes Microsoft makes to them.

53.5.Microsoft's privacy notice is currently available here:
<https://privacy.microsoft.com/en-gb/privacystatement>.

53.6.Unless we have agreed otherwise with you in our quotation, you are responsible for ensuring that you have the necessary equipment to make use of the email services.

54.We do not guarantee that your email will be received

54.1.We do not guarantee that any email you send will be received.

54.2.We do not guarantee that you will receive all email sent to you.

55.Takedown

55.1.We may remove your access to the services, if we are required to do so by law, or by Microsoft, or if we could be liable for your usage if we did not do so. We are not liable to you if we do this.

55.2.We are not required to notify you in advance if we remove your access in accordance with clause 55.1.

56.Deletion on termination

56.1.If you wish to retain a copy of any content (such as a copy of email sent or received) after termination of this service, you must download a copy before termination takes effect.

Domain registration

57.Domain registration: Applicability

57.1.Clauses 58 to 60 apply to our domain registration services.

58.Registration

58.1.When we register a domain on your behalf, we act as your agent, so you are asking us to register the domain in your own name.

58.2.Different domain names have different fees and, by asking us to register a domain for you, you are agreeing to pay the fees associated with the domain in question.

58.3.If we cannot register the domain for you, we will tell you.

58.4.Once we have registered the domain for you, you cannot amend it. It is your responsibility to ensure that you tell us the domain and other details correctly when you order it.

59.Charging and renewal

59.1.We charge for domains annually in advance, unless we agree otherwise with you in writing.

59.2.We will automatically attempt to renew the domain registration with the relevant registry for you.

59.3.On, or shortly after, the domain registration's renewal, you must check that renewal has completed correctly, and you must notify us if it has not.

60.Registry terms

60.1.You must accept and comply with the terms of the domain name registrar applicable for the purchased domain name.

60.2. For .uk domains, you must comply with Nominet's terms and policies:
<https://www.nominet.uk/uk-domains/policies/>.

60.3.For all other domains, you must comply with Cloudflare's terms and policies:
<https://www.cloudflare.com/domain-registration-agreement/>

60.4.We draw your attention to ICANN's "Registrant Rights and Responsibilities" document.

SIMs and mobile services

61.Applicability

61.1.Clauses 62 to 64 apply where we supply you with SIMs (whether physical or electronic).

62.No guarantee of coverage

62.1.You agree that you have checked the service in question is suitable for your use, in particular as to supported countries and networks.

62.2.We cannot, and do not, guarantee coverage, or suitability for use, in any particular place.

63.Billing limits

63.1.If you are not a communications provider and subscribe to our mobile services (being services for the purpose of communicating with others, or accessing data, by mobile phone) you may:

63.1.1.at the point you enter into this agreement, specify a limit on the amount we may charge you for provision of the mobile service in respect of each billing period; and

63.1.2.at any time, on reasonable notice to us:

63.1.2.1.specify a billing limit if you have not currently specified one; or

63.1.2.2.amend or remove a billing limit.

63.2.You agree to do this by contacting our support team.

63.3.If you have specified a limit and you reach that limit, we will attempt to stop usage when you reach that limit. You will need to increase the limit if you wish to continue to use the service.

63.4.If you change the limit, the limit will remain at that level until you change it again.

63.5.The billing limits apply to total of voice, SMS, and data usage.

64.Prices

64.1.Our prices are detailed on our quotation to you, and on our web site. These can depend on the network to which your SIM has roamed, and the country in which you are using the service.