



4C Managed Services Ltd
Terms & Conditions of
Business

1 DEFINITIONS

- 1.1 **Company** means the customer placing an order for Goods with 4C Managed Services Limited a wholly owned subsidiary of parent company Stream Networks Ltd.
- 1.2 **4C Managed Services** means 4C Managed Services Ltd , its trading divisions, subsidiary or associated companies.
- 1.3 **Goods** means all equipment, software or services which are subject to the Company's order which are to be supplied to the Company by 4C Managed Services under these Conditions.
- 1.4 **Services** refers to a recurring service contract provided by 4C Managed Services as described in the relative customer order form, service plan (if available) and on the 4C Managed Services website.
- 1.5 **Termination or Cancellation** means the cessation of any specific Agreement, including but not limited to the cease of any 3rd party services, the return of any 4C Managed Services owned equipment, and the payment in full of any outstanding balance owed by the Company.
- 1.6 **Website** refers to any of our published websites and customer portals www.4c-ms.co.uk, www.4counties.com, www.streamnetworks.co.uk, www.stream-networks.co.uk, www.fullfibrebroadband.com, www.stream.net.uk and any subdomain name.

2 GENERAL TERMS & CONDITIONS

- 2.1 By accessing and placing an order with 4C Managed Services or its subsidiaries, you confirm that you agree with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between 4C Managed Services and the Company.
- 2.2 Under no circumstances shall the 4C Managed Services team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on our web site, even if Stream team or an authorised representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.
- 2.3 4C Managed Services will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.
- 2.4 4C Managed Services reserves the right to alter these Terms and Conditions from time to time. The current Terms and Conditions applicable are those published on the 4C Managed Services web pages. By continuing to accept service from 4C Managed Services the customers is deemed to be bound by the current Terms and Conditions. Where possible 4C Managed Services will give advanced notice of changes to Terms and Conditions.

3 ORDERS

- 3.1 There shall be no binding agreement between the Company and 4C Managed Services until the Company's order has been accepted in writing by 4C Managed Services. Any prior indications by 4C Managed Services made verbally shall be provisional only.
- 3.2 All orders must be placed using the standard format specified by 4C Managed Services and request delivery up to 90 days of the order issue date. Orders must in any event comply with the prevailing 4C Managed Services ordering procedures.
- 3.3 All orders are accepted subject to the availability of Goods and to these Conditions. No terms or conditions put forward by the Company shall be binding on 4C Managed Services.
- 3.4 The Company accepts that these Conditions and any specific details stated on its accepted order constitute the entire understanding between the parties and supersede any prior promise, representation, undertaking or understanding of any kind.
- 3.5 If the Company requests a change or cancellation of a good or software order 4C Managed Services reserves the right to reject the change or cancellation or accept it and charge 10% of the order value.
- 3.6 No cancellation will be accepted in respect of orders for goods of software items not normally stocked by 4C Managed Services. Any such items would be specifically ordered for the Company and will be held by 4C Managed Services at the Companies risk and the Company shall insure accordingly.
- 3.7 All service and order cancellations requests must be completed using the official 4C Managed Services cancellation form and emailed to cancellations@stream-networks.co.uk or via the 4C Managed Services customer portal Cascade. Service cancellations will not be accepted in any other format.

4 PRICES

- 4.1 Unless otherwise expressly agreed in writing the Goods shall be sold and invoiced at 4C Managed Services' current prices at the date of despatch. Catalogues, price lists, videos and other advertising material are provided for illustrative purposes only.
- 4.2 Unless otherwise agreed in writing prices do not include delivery and taxes (if any) and such costs shall be payable by and invoiced to the Company.
- 4.3 All quotations are valid only on the date given and all quotations and prices are based on details provided by the Company and do not apply where the company alters the details on which such quotations and prices are based. 4C Managed Services reserves the right to charge for any omission or additional cost arising from the provision of inaccurate or insufficient information by the Company and to revise prices to take into account increases in any costs of providing the Goods which occurs between the date of quotation and delivery.
- 4.4 4C Managed Services reserves the right to change or amend their "service" prices for new and in-contract "services" giving 28 days' notice.

5 DELIVERY

- 5.1 Delivery shall be at the Company's premises or, if different, the place specified in the Companies order.
- 5.2 4C Managed Services will deliver as near as possible to the delivery premises as safe hard road permits and to the ground floor only of such premises. The Company shall provide at its own expense the labour for unloading and the Company shall unload with reasonable despatch. Where such labour is not made available 4C Managed Services shall be entitled to charge the cost of labour in unloading. Damage caused due to inadequate delivery access or careless unloading shall be at the Companies risk.
- 5.3 Dates and times quoted by 4C Managed Services are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages.
- 5.4 The Company shall note any claim for short delivery and/or damage to components or packaging on the delivery schedule at the time of delivery and shall confirm such claims in writing to 4C Managed Services within 7 days from the date of delivery. All Goods are deemed delivered and completed if such notice is not received within such period.
- 5.5 4C Managed Services reserves the right to make part deliveries. Any request by the Company for 4C Managed Services to delay or split delivery may result in a stockholding charge and any additional cost incurred by 4C Managed Services being payable by and invoiced to the Company. Any Goods so held shall be at the risk of the Company that shall insure accordingly.
- 5.6 Subject to Clause 5.5 risk in the Goods shall pass on delivery or collection by the Company or its agent, whichever is the earlier.

6 PAYMENT

- 6.1 If the Company is not an account holder approved in writing by 4C Managed Services all invoices are payable before delivery of the Goods or immediately following submission of a pro forma invoice from 4C Managed Services, whichever is the earlier.
- 6.2 If the Company is an approved account customer all invoices are payable net within 28 days of the date of the invoice.
- 6.3 Time is of the essence with regard to payment of any sums due to 4C Managed Services.
- 6.4 The Company shall not be entitled to withhold payment of any amount due to 4C Managed Services in respect of any claim for damage to Goods or any alleged breach of contract by 4C Managed Services, nor shall the Company be entitled to any right of set-off.
- 6.5 Without prejudice to 4C Managed Services other rights if the Company fails to pay any amount on the due date; 4C Managed Services shall have the right to cancel any contract made with the Company and/or to suspend deliveries;
- 6.6 4C Managed Services reserves the right to charge interest on a daily basis on overdue amounts at the rate of 4% above Barclays Bank base rate until payment and or charge £50.00 + VAT per late payment.

- 6.7 The Company shall indemnify 4C Managed Services and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;
- 6.8 The whole of the balance then outstanding to 4C Managed Services by the Company on any account whatsoever shall become immediately due and payable.
- 6.9 4C Managed Services reserves the right to require the Company to pay for Goods in advance and to recharge or refuse discount if the Company fails to maintain credit account arrangements satisfactory to 4C Managed Services.
- 6.10 For all customers wishing to pay monthly for services a completed direct debit form is required. 4C Managed Services will not accept monthly payment terms by any other method.

7 TITLE

- 7.1 4C Managed Services shall retain full ownership of and title to all Goods delivered to the Company or any part thereof unless and until the Company has paid all sums owing to 4C Managed Services. 4C Managed Services transfers no title to or ownership in Goods comprising software (or any other software) to the Company or any third party.
- 7.2 While any amount remains outstanding to 4C Managed Services from the Company;
 - 7.2.1 The Company shall keep the Goods as fiduciary Bailee for 4C Managed Services and shall store the Goods separately from its other chattels and in a manner which clearly shows that they are owned by 4C Managed Services;
 - 7.2.2 The Company shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that remain the property of 4C Managed Services;
 - 7.2.3 The Company will deliver up or have delivered up to 4C Managed Services Goods upon demand and 4C Managed Services may without limiting any other rights or remedies available to it at law in equity or by statute seize repossess and/or resell Goods at its discretion and in the exercise of such rights 4C Managed Services may enter any premises in which it reasonably believes from time to time any Goods are located;
 - 7.2.4 The Company may only sell transfer or otherwise dispose of the Goods to its customers in the ordinary course of its business and in accordance with the provisions of these Conditions;
 - 7.2.5 Where the Company is paid by or on behalf of any customer or shall receive the proceeds of any insurance claim in respect of any Goods it shall pay such proceeds to 4C Managed Services as soon as reasonably practicable to do so after receipt until 4C Managed Services is paid in full and shall hold the same as trustee for 4C Managed Services and keep a separate account of all such proceeds for such purpose;
 - 7.2.6 The Company shall take all due care (or ensure that all due care is taken) of the Goods and the Company shall bear the sole liability for insurance of the Goods and shall indemnify 4C Managed Services for any loss whatsoever suffered or incurred by 4C Managed Services arising out of any failure to insure such Goods.

8 WARRANTY

- 8.1 The Company acknowledges that 4C Managed Services is not the manufacturer of the Goods. 4C Managed Services will pass on to the Company such unexpired warranties it receives from the manufacturer of the Goods as are capable of transfer and 4C Managed Services' liability shall be limited to such guarantee as it may receive from the manufacturer. In particular no warranty is given in respect of the documentation or goods or services not provided by 4C Managed Services. 4C Managed Services offers a warranty on Goods assembled by 4C Managed Services from component parts and details of such warranty will be provided on request.
- 8.2 The Company acknowledges that software products are by their very nature susceptible to imperfections in operation and subject to Clause 7.1 no warranty is given in respect thereof.
- 8.3 4C Managed Services' obligations and liabilities in respect of the Goods shall be limited to those set out expressly herein and 4C Managed Services specifically excludes but without limitation the implied conditions of satisfactory quality and fitness for any particular use or purpose. 4C Managed Services shall have no liability whatsoever in respect of any advice and/or information which may be given to the Company by 4C Managed Services relating to Goods, configuration or otherwise.
- 8.4 The Company shall ensure that any warranty and maintenance service performed on Goods is performed by a qualified representative authorised by the manufacturer to offer warranty and maintenance on those Goods.
- 8.5 Without prejudice to Clause 8.1 to 8.3 in the event of 4C Managed Services being shown to have been negligent in the supply of Goods or the provision of services its liability:
- 8.6 For death or personal injury of any person caused by such negligence shall be unlimited;
- 8.7 In respect of any defects in or failure of Goods or for the loss or damage attributable thereto or to the negligence of its employees in connection with the performance of their duties hereunder, shall be limited to the making good by replacement or repair of such Goods which upon inspection by 4C Managed Services appear to be defective and in any event 4C Managed Services' maximum aggregate liability arising in respect of the supply of Goods or services shall be limited to the original VAT exclusive price for such Goods or services;
- 8.8 4C Managed Services makes no representation and gives no warranty in respect of the sources of origin of manufacture or production of the Goods or any part thereof.
- 8.9 The Company is advised to keep in force a maintenance contract in respect of the Goods.

9 RETURNS

- 9.1 All Goods shall be deemed accepted unless rejected by notice in writing to 4C Managed Services within 7 days of delivery or collection of the Goods. Any such notice shall give detailed reasons for such rejection.
- 9.2 Any payment, credit or refund following return of such rejected Goods to the Company shall only be given once the same has been received by 4C Managed Services from the manufacturer, supplier or insurer as the case may be.
- 9.3 Before returning any Goods which have been rejected in accordance with Clause 8.1 the Company shall comply with 4C Managed Services' returns procedure and in particular but without limitation shall obtain from 4C Managed Services a designated return label which will contain an identification number and which shall be affixed by the Company to the packaging of the Goods to be returned in a prominent position. The issue of a return label is solely for administrative purposes and shall not be taken as an admission of any fault and/or liability whatsoever on the part of 4C Managed Services in relation to the Goods being returned.
- 9.4 No goods shall be returned without 4C Managed Services prior approval and 4C Managed Services reserves the right to repair Goods rather than accept their return.

10 PRODUCT CHANGES

- 10.1 4C Managed Services will use its reasonable endeavours to inform the Company of any alterations made by the manufacturer to the specification of Goods.
- 10.2 4C Managed Services shall be entitled to substitute an alternative product of equivalent functionality and at the same price or to cancel any orders for Goods that have been declared end of life by the manufacturer.

11 EXCEPTIONS

- 11.1 Where applicable, these Terms & Conditions are superseded by product/service specific Terms and Conditions. 4C Managed Services shall notify the company of this at the time of contractual agreement.

12 TRADEMARKS, PATENTS AND COPYRIGHTS

- 12.1 The Company recognises the manufacturer's ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights.
- 12.2 The Company will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.
- 12.3 The Company will promptly notify 4C Managed Services if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to 4C Managed Services and/or the manufacturer in connection with any resultant proceedings.

13 CONFIDENTIAL INFORMATION

- 13.1 4C Managed Services may from time to time impart to the Company certain confidential information of a commercially sensitive or technical nature and the Company hereby agrees that it will use such information solely for the purpose of this Agreement and that it shall not disclose such information whether directly or indirectly to any third party.

14 SOFTWARE LICENSING

- 14.1 4C Managed Services shall grant to the Company only such rights in connection with any Goods that are software and the copyright and other intellectual property rights relating thereto as it shall be licensed to grant pursuant to the terms upon which 4C Managed Services is licensed by the owner thereof. The Company shall only be entitled to sub-licence such software to its end user customers using the standard form license supplied by 4C Managed Services.

15 EXPORT CONTROLS

- 15.1 The Company acknowledges that the Goods may be subject to US and local government export controls. Where these apply it is the Company's sole responsibility to obtain authorisation from the appropriate authorities before re-exporting the Goods from the country of purchase.

16 SEVERABILITY

- 16.1 if and to the extent that any provision or any part of these Conditions is deemed to be illegal void or unenforceable for any reason then such provision or part thereof (as the case may be) shall be deemed to be severed from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain full force and effect;
- 16.2 In particular, should any limitation of 4C Managed Services' liability contained in these Conditions be held to be illegal void or unenforceable under any applicable statute or rule of law it shall to that extent only be deemed severed here from, but, if 4C Managed Services thereby becomes liable for any loss or damage, such liability shall be subject to all other relevant limitations contained in these Conditions.

17 RECORDS

- 17.1 The Company shall maintain complete and accurate records of all Goods sold or returned and the names and addresses of all persons to whom software has been sub-licensed.
- 17.2 The Company shall provide such activity reports in connection with the sale and sub-licensing of Goods as 4C Managed Services shall reasonably request from time to time.

18 FORCE MAJEURE

- 18.1 4C Managed Services shall not be liable to the Company on any account whatsoever in the event that 4C Managed Services is prevented from fulfilling its obligations hereunder due in whole or in part to an event of force majeure which expression shall mean:
- 18.2 act of God, fire, flood, storm, power failure, reduction of power supplies mechanical failure or lack or shortage of materials or stock or any other circumstance beyond the reasonable control of 4C Managed Services; and
- 18.3 whether or not with 4C Managed Services' control, strikes, lock-outs or industrial disputes in relation to 4C Managed Services or any other party or any action taken by 4C Managed Services in connection therewith or in consequence or furtherance thereof.
- 18.4 In such event 4C Managed Services may at its option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability for any loss and without prejudice to 4C Managed Services' rights to receive payment of the price of all Goods previously delivered.

19 CONFIGURATION

- 19.1 4C Managed Services will configure and install Goods to the specification provided by the Company at the time of order at such rates as it notifies the Company from time to time.
- 19.2 4C Managed Services will use reasonable care and skill in performing such installation/configuration and will perform such services within a reasonable time.
- 19.3 In the event the Company changes the specification for such installation/configuration 4C Managed Services reserves the right to require payment for implementing such changes at rates notified to the Company from time to time.

20 DISTRIBUTION AGREEMENT

20.1 4C Managed Services agrees with the Company that it will comply with the obligations imposed on it by any agreement with any manufacture relating to the Goods. 19.2 The Company indemnifies 4C Managed Services against all costs, claims, expenses demands and penalties suffered or as but not limited to, sub-licensing of software, copyright and warranty provisions.

21 GENERAL

21.1 All Goods are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems or in nuclear facilities, other nuclear applications, mass transportation and aviation applications.

21.2 The Company may not assign or transfer any of its rights, duties and obligations without the written consent of 4C Managed Services.

22 LIABILITY

22.1 4C Managed Services shall not in any circumstances whatsoever be liable for indirect or consequential loss including but not limited to loss of profits loss of data or use and shall have no liability for any claim based upon the combination operation or use of any Goods with equipment data or programming not supplied by 4C Managed Services or based upon a modification of the Goods.

22.2 Any action against 4C Managed Services must be brought no later than 12 months after the Company becomes aware that a cause of action has arisen.

23 RELATIONSHIP

23.1 The relationship between the Company and 4C Managed Services shall be as buyer and seller and nothing contained herein shall be deemed to create a partnership or agency. 23. LAW These Conditions shall be construed according to the laws of England the Company and 4C Managed Services submit to the non-exclusive jurisdiction of the English Courts in connection with any dispute or proceedings arising out of any contract incorporating these Conditions

24 SERVICE SPECIFIC TERMS & CONDITIONS

- 24.1 All services are offered on an on-going basis with all payments due in advance of any service.
- 24.2 All services are deemed contracted for a minimum of 12 months from registration or as is specified in the individual service customer order form.
- 24.3 Unless specified in a Customer Order Form or Service Specific Terms and Conditions, after the initial contract term had concluded all contracts are automatically renewed for a minimum of 12 months unless cancelled by either party giving a minimum of 3 month notice irrespective of payment period.
- 24.4 Any cancellation costs incurred by 4C Managed Services in ceasing services will be passed on to the customer. All customer service cancellations must be completed using 4C Managed Services official cancellation paperwork and emailed to cancellations@stream-networks.co.uk or via our customer portal Cascade. Cancellations will not be accepted in any other format. Subject to 4C Managed Services' discretion, charges are not refundable.
- 24.5 In any contract length or cancellation term dispute 4C Managed Services will apply an order of precedence to determine the agreed customer contracted period or cancellations terms as follows: 1) Customer Order Form 2) Terms and Conditions of Business, 3) Service Specific Terms and Conditions, 4) Service Level Agreement, 5) Any other written agreement.
- 24.6 4C Managed Services reserves the right to change or amend their service prices for new and in-contract services, by giving 28 days' notice in writing.
- 24.7 The 4C Managed Services network may only be used for lawful purposes by the Customer at the sites specified in the Registration Form Transmission. Any material transmitted through the 4C Managed Services network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the Customer was aware of the content of the material or of the relevant law.
- 24.8 The Customer shall be issued with a password to access the services and shall take all reasonable steps to keep such password private and confidential and ensure that it does not become known to other persons. If the password becomes known to any other person, the Customer will immediately inform the provider and the password will immediately be changed. The provider or 4C Managed Services may change the Customers password from time to time at their discretion without prior notice.
- 24.9 The Customer shall not use the services: for transmission of computer viruses: for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or news groups: in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, but not limited to any intellectual property rights).

- 24.10 The Customer acknowledges that 4C Managed Services is unable to exercise control over the content of any information passing over the 4C Managed Services connection and or 4C Managed Services network. The Customer further acknowledges that 4C Managed Services hereby excludes all liability in respect of any transmission or reception of information of whatever nature.
- 24.11 The 4C Managed Services network may be used by the Customer to access other networks world-wide, and the Customer agrees to conform to any acceptable use policies of 4C Managed Services and any such other networks. In addition the Customer undertakes to conform to any published Internet protocols and standards: RFC1009, RFC1122, RFC1123 & RFC1250 and future protocols and standards. In the event that communications by the Customer do not conform to these standards, or if the Customer makes profligate use of the 4C Managed Services network to the detriment of 4C Managed Services or any other 4C Managed Services Customers, 4C Managed Services reserves the right to restrict passage of the Customers communications until they give a suitable undertaking as to use.
- 24.12 The Customer agrees to indemnify and hold 4C Managed Services harmless from any claim brought by third parties, alleging the use of 4C Managed Services by the customer has infringed any right of any kind applicable in the UK or by international legislation and regulation. The Customer shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against 4C Managed Services arising from such claims. Furthermore the Customer shall provide 4C Managed Services with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims at the Customers sole expense.
- 24.13 Without prejudice to the foregoing, 4C Managed Services considers that any applications which transmit live video, live audio, or make similar traffic demands across the 4C Managed Services network by whatever means, constitute making profligate use of the 4C Managed Services network and as such are not permitted. Use of IP Multicast, other than by means provided and coordinated by 4C Managed Services, is also prohibited.
- 24.14 The customer undertakes not to assign, re-sell, sublease or in any other way transfer the 4C Managed Services connection. Contravention of this restriction successful or not will result in the termination of the service by 4C Managed Services, in which event the Customer is liable for a termination fee. If the customer is a duly authorised current Channel Partner of 4C Managed Services, then the resell restriction of this clause does not apply.

- 24.15 Any condition or warranty that may be implied or incorporated within this contract, by reason of statute or common law, is hereby expressly excluded so far as may be permitted by law. While 4C Managed Services will use all reasonable endeavours to provide a prompt and continuing service, it will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of 4C Managed Services or by errors or omissions of the Customer. In no circumstances whatsoever will 4C Managed Services be liable for economic or consequential loss. 4C Managed Services specifically excludes any warranty as to the quality or accuracy of information received through the services; further 4C Managed Services cannot be held liable for the actions of any 3rd Party using the service.
- 24.16 Where 4C Managed Services provides added value services to its existing services but not exclusively 'anti-virus' products for electronic mail 4C Managed Services will not be held responsible for any consequential loss or damage for the failure of these services to operate to specification. In the case of failure of these added value services it is expected that the customer will have taken steps to implement contingency plans to protect its business from the effects of these 4C Managed Services added value services not functioning to specification or not being available.
- 24.17 Where 4C Managed Services provides hosting services the customer agrees that any equipment hosted by 4C Managed Services shall be treated as security for the payment by the customer for goods and services provided or to be provided under its hosting agreement.
- 24.18 Where 4C Managed Services manages the renewal of a domain with the appropriate domain licensing authority on behalf of the customer 4C Managed Services will take responsibility for notifying renewal and maintaining connectivity to all other services associated with that domain. Where the customer renews the domain directly with the appropriate domain licensing authority 4C Managed Services will not be held responsible for services associated with that domain including the continued availability of the domain. Further domain names in the .uk namespace are also subject to Nominet's Terms and Conditions.
- 24.19 4C Managed Services shall retain full ownership of and title to all equipment, software, or services (Goods) ordered by the customer and delivered to the customer or any part thereof unless and until the customer has paid all sums owing to 4C Managed Services. In addition, where services are subject to a transfer fee or other fixed charges such as domain names then no transfer or action will occur until the customer has settled in full all outstanding commercial matters with 4C Managed Services
- 24.20 4C Managed Services reserves the right to alter these Terms and Conditions from time to time. The current Terms and Conditions applicable are those published on the 4C Managed Services web pages. By continuing to accept service from 4C Managed Services the customers are deemed to be bound by the current Terms and Conditions. Where possible 4C Managed Services will give advanced notice of changes to Terms and Conditions.
- 24.21 By accepting or using the service and or 4C Managed Services has supplied goods the customer is deemed to have accepted these Terms and Conditions.
- 24.22 This contract is governed and construed in accordance with English Law

25 WEBSITE SPECIFIC TERMS & CONDITIONS

25.1 Restrictions

You agree not to, and you will not permit others to: License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the website or make the platform available to any third party.

-Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the website.

-Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of 4C Managed Services or its affiliates, partners, suppliers or the licensors of the website.

25.2 Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, “Suggestions”) provided by you to 4C Managed Services with respect to the website shall remain the sole and exclusive property of 4C Managed Services Ltd.

4C Managed Services Ltd shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

25.3 Your Consent

We have updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it’s being used. By using our website, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

25.4 Links to Other Websites

This Terms & Conditions applies only to the Services. The Services may contain links to other websites not operated or controlled by 4C Managed Services Ltd. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored, or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website’s own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

25.5 Cookies

4C Managed Services uses “Cookies” to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website as we would not be able to remember that you had logged in

previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

25.6 Changes To Our Web Site Terms & Conditions

You acknowledge and agree that 4C Managed Services may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at 4C Managed Services sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform 4C Managed Services when you stop using the Service. You acknowledge and agree that if 4C Managed Services disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which is contained in your account.

If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification date below.

25.7 Modifications to Our website

4C Managed Services reserves the right to modify, suspend or discontinue, temporarily or permanently, the website or any service to which it connects, with or without notice and without liability to you.

25.8 Updates to Our website

4C Managed Services may from time to time provide enhancements or improvements to the features/ functionality of the website, which may include patches, bug fixes, updates, upgrades and other modifications (“Updates”).

Updates may modify or delete certain features and/or functionalities of the website. You agree that 4C Managed Services has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the website to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the website, and (ii) subject to the terms and conditions of this Agreement.

25.9 Third-Party Services

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services (“Third- Party Services”).

You acknowledge and agree that 4C Managed Services shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. 4C Managed Services does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

25.10 Indemnification

You agree to indemnify and hold 4C Managed Services and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable legal fees, due to or arising out of your: (a) use of the website; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

25.11 No Warranties

The website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, 4C Managed Services, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, 4C Managed Services provides no warranty or undertaking, and makes no representation of any kind that the website will meet your requirements, achieve any intended results, be compatible or work with any other software, , systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither 4C Managed Services nor any 4C Managed Services provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the website, or the information, content, and materials or products included thereon; (ii) that the website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the website; or (iv) that the website, its servers, the content, or e-mails sent from or on behalf of 4C Managed Services are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

25.12 Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of 4C Managed Services and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the website.

To the maximum extent permitted by applicable law, in no event shall 4C Managed Services or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the website, third-party software and/or third-party hardware used with the website, or otherwise in connection with any provision of this Agreement), even if 4C Managed Services or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

25.13 Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by 4C Managed Services, shall constitute the entire agreement between you and 4C Managed Services concerning the website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and 4C Managed Services' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND 4C Managed Services AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

25.14 Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

25.15 Amendments to this Agreement

4C Managed Services reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 28 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use 4C Managed Services website.

25.16 Entire Agreement

The Agreement constitutes the entire agreement between you and 4C Managed Services regarding your use of the website and supersedes all prior and contemporaneous written or oral agreements between you and 4C Managed Services.

You may be subject to additional terms and conditions that apply when you use or purchase other 4C Managed Services services, which 4C Managed Services will provide to you at the time of such use or purchase.

25.17 Intellectual Property

The website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by 4C Managed Services, its licensors or other providers of such material and are protected by United Kingdom and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of 4C Managed Services, unless and except as is expressly provided in these Terms & Conditions. Any unauthorised use of the material is prohibited..

25.18 Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of 4C Managed Services without any compensation or credit to you whatsoever. 4C Managed Services and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

25.19 Promotions

4C Managed Services may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic

location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

25.20 Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

25.21 Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorised representative of 4C Managed Services. 4C Managed Services will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. 4C Managed Services operates and controls the 4C Managed Services websites from its offices in United Kingdom. The websites are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the 4C Managed Services Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the 4C Managed Services Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and 4C Managed Services concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

25.22 Disclaimer

4C Managed Services is not responsible for any content, code or any other imprecision.

4C Managed Services does not provide warranties or guarantees.



In no event shall 4C Managed Services be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the website or the contents of the website . 4C Managed Services reserves the right to make additions, deletions, or modifications to the contents on the website at any time without prior notice.

The 4C Managed Services website and its contents are provided “as is” and “as available” without any warranty or representations of any kind, whether express or implied. 4C Managed Services is a distributor and not a publisher of the content supplied by third parties; as such, 4C Managed Services exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the 4C Managed Services Service. Without limiting the foregoing, 4C Managed Services specifically disclaims all warranties and representations in any content transmitted on or in connection with the 4C Managed Services websites that may appear as links on the in the products provided as a part of, or otherwise in connection with, the 4C Managed Services website, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by 4C Managed Services or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, 4C Managed Services does not warrant that the 4C Managed Services website will be uninterrupted, uncorrupted, timely, or error-free.