

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE OUR GENERAL TERMS AND CONDITIONS AND APPLY TO ALL SERVICES OR PRODUCTS PROVIDED BY WILDCARD UK LIMITED TO YOU. BY PURCHASING SERVICES OR PRODUCTS FROM WILDCARD UK LIMITED YOU AGREE TO THESE TERMS AND CONDITIONS.

1. APPLICATION OF TERMS

- 1.1. The following General Terms and Conditions and any associated service or product specific annex shall constitute "the Agreement", and shall apply to the provision of services or products to you ("the Customer") by Wildcard UK Limited ("Wildcard"). Wildcard is a limited company registered in England and Wales under company number 5256461, Wildcard trade as Wildcard Networks. At Wildcard we are dedicated to providing the best all round services and products to our customers. These terms and conditions are necessary to ensure that we can continue to provide this level of service for all our customers.
- 1.2. From time to time we may update the Agreement. Where significant changes have been made, you will be notified by email or post as soon as possible. Your attention is also drawn to your right of cancellation as detailed in the Agreement. The latest version of the Agreement can always be found at <https://www.wildcard.net.uk/terms-and-conditions/>

2. GENERAL

- 2.1. Wildcard shall use reasonable endeavours to provide a service ("the Service") or product ("the Product") as specified in the order form, quotation or similar documentation ("the Order"). The Order may specify several services or products, in which case these Terms and Conditions shall apply to each individual service or product. Wildcard does not represent or warrant that the Service or the Product will meet the Customer's requirements.
- 2.2. Where the Service or the Product has specific terms and conditions, for clarity these are incorporated as an annex ("the Related Annex"). For avoidance of doubt, clauses defined in the Related Annex shall take precedence over any conflicting clauses defined in these General Terms and Conditions. Terms and Conditions may also be specified in the Order, these shall take precedence over any conflicting clauses defined in the General Terms and Conditions and/or the Related Annex.
- 2.3. Wildcard does not guarantee the Service to be available on an uninterrupted basis unless the Service is subject to a Service Level Agreement pursuant to clause 2.4. The Customer shall immediately notify Wildcard if the Customer becomes aware of any issues affecting the Service. All planned interruptions affecting the Service will be announced on our web site at <https://www.wildcard.net.uk/> or by email.
- 2.4. In the case of a Service Level Agreement, known as the SLA, Wildcard shall provide the Service such that the actual level of performance is equal or higher than agreed in the SLA, subject to the remedies detailed in the SLA. Where applicable the SLA will be defined in the Related Annex or specified in the Order.
- 2.5. If the Service or the Product has an associated delivery date or service activation date, defined as the Target Date in the Related Annex, or otherwise provided in the Order, Wildcard shall use reasonable endeavours to provide the Service in accordance with this date, however Wildcard do not guarantee the Service or the Product to be available by this date unless otherwise specified in the Order or in our communications. In the event of a delay in provisioning the Service or providing the Product, Wildcard will inform the Customer as early as possible.
- 2.6. Any specific customer support provisions (such as out of office support) shall be detailed in the Related Annex, unless otherwise specified Wildcard will use reasonable endeavours to provide customer support inside office hours to you by telephone using the appropriate support number, or email. Wildcard shall not be obliged to carry out any site visits or otherwise provide support other than by the means mentioned in this clause. Support is limited to matters related to the Service or the Product provided by Wildcard. For the purpose of this clause "office hours" shall mean 09:00 to 17:00 on any weekday excluding public holidays in England, or announced holiday periods.
- 2.7. The Customer undertakes and agrees to keep their contact details up to date and forthwith notify us of any amendments.
- 2.8. The Customer shall notify Wildcard immediately if it becomes aware of any unauthorised use of breaches of security relating to the Service.
- 2.9. Where Wildcard has provided physical goods to the Customer, the following applies:
 - 2.9.1. Risk shall pass to the Customer upon receipt of the goods. Wildcard accept no liability for loss or damage after receipt of goods.
 - 2.9.2. If the Goods have not been received, the Customer shall notify Wildcard within 7 days of the date of dispatch.
 - 2.9.3. In the event that goods arrive faulty or damaged, the Customer must notify Wildcard within 48 hours from delivery date, if the packaging appears damaged or opened, please advise the delivery driver and ensure this is noted before a signature is provided.
 - 2.9.4. Notwithstanding the passing of risk in the Goods pursuant to clause 2.9.1, the property of the goods shall remain with Wildcard until Wildcard has received cleared funds payment for the price of the goods.
- 2.10. Where Wildcard has provided software to the Customer, either as part of a system, as a download or as physical media, the software may be subject to additional licensing requirements.
- 2.11. Upon placement of the Order, either by receipt of a signed order form, purchase order, or other means such as electronic forms, verbal instruction or email by Wildcard, you acknowledge and agree to buy the Service(s) and/or the Product(s) from Wildcard as detailed in the Order subject to the Agreement to which you are bound, this constitutes the contract ("the Contract").

3. DATA PROTECTION

- 3.1. All personal data that Wildcard may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.
- 3.2. For complete details of Wildcard's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to Wildcard's Privacy Notice available from <https://www.wildcard.net.uk/privacy-policy/>

4. CHARGES AND PAYMENT

- 4.1. All charges and prices quoted to the Customer by Wildcard for the provision of the Service or the Product are exclusive of any Value Added Tax for which the Customer may be liable at the applicable rate unless otherwise stated.
- 4.2. By entering the Contract the Customer agrees to pay Wildcard all charges due on the Service or the Product as specified by Wildcard, and by the payment method specified at time of placing the Order or as otherwise agreed between Wildcard and the Customer. Where payment is made by Direct Debit the Customer expressly permits Wildcard to use the payment method for ongoing charges until the Customer provides written notice otherwise, or until the termination of the Contract.

- 4.3. All charges raised for the Service or the Product are due for payment immediately unless other payment terms have been agreed. Wildcard shall be entitled to recover from the Customer any and all expenses incurred by Wildcard in recovering overdue amounts and/or interest on overdue amounts (before and after judgement) at an annual rate of 5% above the base lending rate of Barclays Bank Plc calculated daily until payment is made in full. Wildcard reserves the right to suspend the Service until full up to date payment has been received as due under the Contract.
- 4.4. Wildcard reserve the right to charge the Customer for any reasonable administrative expense incurred processing dishonoured payments, such as failed Direct Debit payments.
- 4.5. Should the Customer wish to dispute an invoice, the Customer shall notify Wildcard within 7 days of invoice date.

5. INTERNET SERVICES

- 5.1. This section applies only in the case where the Service provides or includes access to the public Internet.
- 5.2. All publicly available IP addresses supplied by Wildcard are supplied as non-portable RIPE PA address space and remain the property of Wildcard and must not be used upon termination of the Service. No IP Addresses are transferable to another service provider, unless otherwise agreed.
- 5.3. All services provided by Wildcard must be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any British, European or American law of regulation is prohibited. This includes:
 - 5.3.1. Copyrighted Material
 - 5.3.2. Material we judge to be threatening or obscene
 - 5.3.3. Material protected by a trade secret or other statute
 - 5.3.4. Material constituting an invasion on privacy
- 5.4. "Spamming", or the sending of unsolicited communication using our service is strictly prohibited and will result in immediate service deactivation.
- 5.5. Any action likely to undermine or cause harm to infrastructure, employee(s), or customer(s) of Wildcard is strictly prohibited.
- 5.6. If the Service has been provided with a transfer allowance, or monthly usage, the following applies:
 - 5.6.1. The Customer agrees that in any one month should the data transferred using the Service exceed this allowance a charge may be levied in arrears for the excess usage as per our current list prices or at the rate specified in the Order, or the Service may be limited to prevent further excess usage.
 - 5.6.2. The Customer can upgrade their inclusive transfer allowance or monthly usage limit (should an appropriate upgrade be available) within the Minimum Contract Term of the Service at anytime, the Customer can downgrade their inclusive transfer allowance or monthly usage limit (should an appropriate downgrade be available) once every six months within the Minimum Contract Term with the change taking effect from the next billing period.
- 5.7. Wildcard reserves the right to limit by means of bandwidth rate limiting or other means the available bandwidth or capacity available to the Customer using the Service should the usage of the Service without implementing such limits be detrimental to Wildcard or other customers.
- 5.8. Wildcard reserves the right at its sole discretion to suspend the Service (temporarily or permanently) on the occurrence of any unscheduled maintenance or any of the following, known as "Suspension Events":
 - 5.8.1. Notified Maintenance.
 - 5.8.2. If the Customer fails to pay any amounts due on the Service when they are due.
 - 5.8.3. If continuing to provide the Service would be detrimental to other Customers.

6. TELEPHONY SERVICES

- 6.1. This section applies only where Wildcard provides access to a telephone service as part of the Service, where a telephone service is provided access to emergency services is available from this service (by dialing 999). However in the event of a power failure or network failure this may not be available and should not be relied upon.
- 6.2. Where Wildcard had provided telephone numbers to the Customer, these numbers will remain the property of Wildcard or their suppliers. Upon termination of the Contract these numbers must not be used.
- 6.3. Wildcard may transfer or port a telephone number from the Customer's previous telephone provider. This process requires the cooperation of both providers and Wildcard do not warrant or represent that acceptance of the Order shall mean this transfer will be successful. Where the transfer or port forms a part of the Order, other parts of the Order which are not dependant upon the transfer or port will continue in force.
- 6.4. The Customer undertakes to pay for all incidental charges such as telephone calls incurred whilst utilising the Service charged at the current list rates (available from Wildcard on request).
- 6.5. The Service shall not be used for unlawful purposes or for the purposes of performing unsolicited calling.

7. RESALE OF PRODUCTS OR SERVICES

- 7.1. The resale of the Product or the Service is strictly prohibited unless the Customer has explicitly entered into a Reseller Partnership Agreement with Wildcard. Please contact us for more information on our reseller programme, eligibility, and how to join.

8. TERMS, DURATION, MODIFICATION AND TERMINATION OF SERVICES

- 8.1. This section applies only in the case where the Service provided by the Contract is over a period of time.
- 8.2. The Commencement Date shall be the day that Wildcard provides the Service to the Customer, the contract shall continue in force until terminated in accordance with the Agreement.
- 8.3. Following the Commencement Date, the following cancellation terms apply to the Contract:
 - 8.3.1. Written cancellation notice (email is acceptable) to be provided by either party. The cancellation notice period is defined as Minimum Contract Notice in the Related Annex, or otherwise this shall be one calendar month notice.
 - 8.3.2. Where the Service has a Minimum Contract Term, either defined in the Order or within the Related Annex, this shall be a period expiring as defined from the Commencement Date. Cancellation within the Minimum Contract Term will result in a charge of 80% of any charges due under the Contract for the Service calculated pro-rata from the cancellation date to the expiry of the Minimum Contract Term.
- 8.4. If the Contract is cancelled prior to the Commencement Date of the Service, Wildcard reserve the right to make a Cancellation Charge to cover all reasonable costs incurred as a result of such cancellation unless otherwise specified.
- 8.5. In the event that Wildcard has modified the Agreement, and where the modifications are detrimental to the Customer, or where Wildcard has increased the cost of the Service, the Customer may provide 7 days written prior to the date of modification. This may be provided within the Minimum Contract Term for the Service and clause 8.3.2 shall not apply.
- 8.6. Should the Customer details relating to the Service change, such as but not limited to change of installation location, or change in

configuration, Wildcard reserve the right to charge a Reconfiguration Charge to cover all reasonable costs associated with the change, or treat the change as a new order for the Service (cease and reprovide).

- 8.7. Wildcard shall be entitled to terminate this contract immediately if the Customer fails to pay any charges due under the Contract or if the Customer breaches any clause in the Agreement.

9. INDEMNITY

- 9.1. Nothing in the Agreement shall exclude or limit the liability of Wildcard for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of the Customer.
- 9.2. Wildcard shall not be liable to the Customer whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Service, including without limitation:
- 9.2.1. Loss of revenue
 - 9.2.2. Loss of anticipated savings
 - 9.2.3. Loss of business and/or goods
 - 9.2.4. Loss of goodwill
 - 9.2.5. Loss of use
 - 9.2.6. Loss and/or corruption of data and/or other information
 - 9.2.7. Downtime
 - 9.2.8. Any damage relation to the procurement of any substitute services.
- 9.3. For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses 9.2.1 to 9.2.8 inclusive of this clause 8 nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this agreement.

10. FORCE MAJEURE

- 10.1. If Wildcard is prevented or delayed in or from performing any of its obligations under the Contract due to circumstances beyond its control such as but not limited to government acts, war or acts of terrorism, riots, strikes or trade disputes, third-party technical failure, general availability of the Internet, weather, flood, fire or explosion Wildcard shall not be liable for this, these events are known as "a Force Majeure Event".

11. MISCELLANEOUS

- 11.1. If any term of the Agreement or the Contract is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability.
- 11.2. English law governs these terms and conditions. Wildcard and the Customer submit to the exclusive jurisdiction of the English courts.
- 11.3. All queries regarding these terms and conditions can be made in writing to Wildcard UK Limited, Reliance House, Skinnerburn Road, Newcastle upon Tyne, NE4 7AN, United Kingdom.