

## Terms and Conditions - Solid State Computing Ltd t/a Synergy-uk

These terms and conditions of business govern the services we provide you. They are very important so we recommend that you read them carefully. They explain what you can expect from us and what we expect from you. We hope they are largely self-explanatory; however, if there is anything in the terms and conditions that you do not understand, please contact us.

### 1. Definitions

In our Terms and Conditions, unless the context otherwise requires, the terms listed below will have the following meanings;

**Acceptable Use policy** – also referred to as Improper Use under the Terms and Conditions.

**Agreement** – reference to the agreed contract or sales order for provision of Services.

**Bandwidth** - the allocated transmission capacity, measured in bits per second, as specified in the relevant Contract.

**Billing Period** – typically referred to as the period covered under a monthly service charge.

**Business Hours** – defined as Monday to Friday, 9.00 am to 5:00 pm excluding Bank Holidays.

**Contract** - the contract for the provision of Services between Synergy and you, the Customer incorporating these Conditions.

**Company** – refers to Synergy-uk, also referred to within the Conditions as ‘we’ or ‘us’.

**Customer** – means the person or Company receiving the Services as named on the Sales Order Form or quotation. Also referred to as ‘you’ within the Conditions.

**Equipment** - refers to the equipment and hardware together with any software provided by Synergy, its agents or contractors, provided to enable the Customer to receive the Services.

**Fees** - refers to charges made for initial connection to the Service and for continued access. The fees are determined by the Service which you have decided to select. These are quoted exclusive of VAT unless specified otherwise.

**Force Majeure** - means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Agreement including Act of God, fire, flood, lightning, volcano, earthquake or other natural disaster; war, revolution, act of terrorism, riot or civil commotion; strikes, lock-outs or other industrial action, whether of the affected party’s own employees or others; failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; failure of telephone networks; non-performance of suppliers or sub-contractors; compliance with any law or governmental order, rule, regulation or direction or any similar event.

**Service-** refers to the service or services, which you have chosen to select or purchase at the time of sign-up.

**Service Level / SLA** – the Service Level Agreement is the target or contractually agreed service level applicable to the Services being supplied.

**Site** – means the site/location at which the Customer will receive Services.

**Synergy** – registered Company Solid State Computing, Company No: 02218358, trading as Synergy-UK. Also referred to as 'we' or 'us' within the Conditions.

**Term** – the minimum contracted period for the supply of Services. Also referred to as Minimum Contract Term.

## **2. Orders**

2.1. By issuing a purchase order, sending an email, asking us directly or over the telephone you have been deemed to have accepted and will abide to all related policies and terms and conditions. You will also need to review the Terms and Conditions area of our Web site at [www.synergy-uk.com](http://www.synergy-uk.com) regularly for any amended versions.

2.2. When we have processed your order, and received any fees that are due from you, we will provide you with the relevant service. The right to use the Service is personal to you and you must advise us if you suspect that someone is using your account or has knowledge about your personal details. Our approach to Data Protection is detailed under our Privacy Policy, available on our Web site at [www.synergy-uk.com](http://www.synergy-uk.com).

2.3. Orders are subject to acceptance by Synergy-uk.

## **3. Supply**

3.1. In order for us to be able to provide the Service that you have selected, you must have the necessary computer equipment. This may include owning a router, telephone line and computer. You are also required to have suitable access to the Internet, such as is made available by an appropriate Internet Service Provider or ourselves. If your equipment is not compatible then Synergy-uk will not be responsible for any impact on service. The fees that we charge for the Service do not include providing you with any equipment or telephone lines unless specifically included as part of the contract agreement for the Service.

3.2. It is your responsibility to ensure you have the necessary means to access the Service, and that it is the right Service for you. We have no obligation to advise you of new services or upgrades.

3.3. Synergy will not be held responsible for any additional costs incurred by the customer for accessing the Service, howsoever occasioned.

#### 4. Acceptable Use Policy

4.1. Our network and/or service may only be used for lawful purposes. The Service has a finite capacity and we reserve the right to terminate any use of the Service, which we consider profligate, or to the detriment of our other users. The law relating to Internet use is under continuous development. It is up to you to check whether you might be infringing any law or regulation, and if in doubt you should take legal advice. You agree that you will not use the service for transmission of any material as defined in this section.

4.2. For this purpose, it will be irrelevant whether you knew of the content of the material transmitted. Alternatively, we may suspend the service without notice, if in our reasonable opinion you are in breach of this clause. Please remember that material unlikely to cause offence in the United Kingdom may cause offence in other countries, and the Service does give you access to computer networks worldwide. With respect to the service, we reserve the right to suspend its use after abuse or continuous non-adherence to British laws and policies of Internet use.

4.3. You agree not to transmit through the Service any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, and menacing or promotion of inequality, or any objectionable material of any kind, which could cause distress or is perceived to distress any user who is subscribed to Synergy-uk.

4.4. You will only use the Service for lawful purposes, in compliance with all applicable laws including, without limitations, defamation, copyright, trademark, software licences and any rules that are applied to you as a user when visiting a third party website for which you are solely responsible and agree to indemnify Synergy-uk from any claims that may arise due to your competence whether intentional or not.

4.5. Synergy-uk will fully cooperate with all applicable law enforcement authorities in investigating suspected lawbreakers, and reserve the right to report to such authorities any suspect activity of which it becomes aware.

4.6. Synergy-uk reserves the right to access and disclose any information data, graphics, video, sound, files and other content created by, provided by, or accessed by you in order to comply with applicable laws and lawful government requests, to operate its business properly, and to protect itself and its users. This may also include disclosing users licensees' names, which have been nominated by you. Full details of our Privacy Policy are available from at [www.synergy-uk.com](http://www.synergy-uk.com). Synergy-uk reserves the right in its sole discretion, but will not be obligated, to remove any Content from its system.

4.7. Your account will be classed as a Business account and therefore prohibits the use for any other reason than Business. Improper use of the account(s) will be monitored and action taking dependent on the abuse. By using the account, you are agreeing to abide to this restriction and understand that we will monitor your use of the account.

4.8. We reserve the right to suspend any account suspected of such infringement whether direct or indirectly caused, pending investigation. If the investigation subsequently shows the account to be in breach of the Acceptable User Policies and/or Terms and Conditions of Service, we reserve the

right to deactivate said account and recover costs that may have been incurred as a result of the breach.

## **5. Passwords and security**

5.1. Where the Service requires, we will provide you (the customer) with a user identification, password and login. These must be kept secret. You must notify us immediately if you think that anyone else knows your User Identification, password and/or login. In the event of any suspected security breach, we reserve the right to change your password. If that happens, we will notify you of this as soon as we operationally can, normally by an automated email. Please remember that, when using the Service and sending data to other people, your communication link may not be secure. It could be unsafe to submit your credit card or debit card details, or other personal information, over the Internet.

## **6. Maintenance/Support**

6.1. We will provide ongoing maintenance in respect of the Service supplied to you. This may involve the temporary suspension of all or part of the Services without notice for the purposes of emergency repair, maintenance or improvement. Synergy will undertake to use reasonable endeavours to restore the Services as soon as possible after any such suspension.

6.2. Where planned maintenance is possible, Synergy will advise customers to be effected in advance of the planned works with a target SLA of 5 working days' notice. Where possible all planned maintenance will be scheduled outside of Business Hours.

6.3. Because of this purpose, there will be some occasions when you will not be able to access the Service and we will not be held responsible for any loss of business or any detriment to you as a user because of no access to any Service. You will not be eligible for any compensation in the event of not being able to use a service. This also applies if any service is curtailed because of a failure, suspension, and withdrawal of all or part of the service or matters beyond our control including our suppliers.

## **7. Fees**

7.1. You have fully consented and made a promise to pay the appropriate fees for the service or services that you have selected and understand the importance of this being paid on time. All fees will be billed in advance of the period of use and monthly thereafter.

7.2. We reserve the right to vary the annual subscription fee payable in respect of the service from time to time, and we will post details of any variations on our web site [synergy-uk.com](http://synergy-uk.com). Changes will not be effected until your next payment date. You fully agree and accept that Synergy-uk reserve the right to alter the subscription fee that you are currently paying, or to introduce a subscription fee if you are not currently paying one.

7.3. Your account may be suspended or closed if any sum due for any product or Service is unpaid or in arrears. You understand and agree that if you fail to make payments of fees when they

are due, we will charge interest on late payments at a rate of 4% over the Natwest Bank base rate for each day payment is delayed.

7.4. If any payment of fees remains overdue for more than seven days, we may terminate or suspend your access to the Service and pursue the outstanding monies through our Company solicitors. If you wish to resume access to the Service after you have been disconnected for late payment, we reserve the right to charge you a reconnection fee that will be equal to three months subscription fees. Any legal costs that may be needed in pursuing bad debts will also be added to any outstanding bills.

7.5. Synergy reserves the right to charge a Fee for support or administration which is deemed to be outside the scope of normal services. This may include any support out of office hours, support or administration not directly related to the restoration of a service affecting issue or loss of passwords. In any event, the final decision as to whether support will be chargeable will lie with Synergy and be notified to the customer in advance of provision of such support. Fees will be charged per hour or part thereof and rates are available on request. The charge and payment of the Fee does not constitute that the result of the support actions shall be correct or free from errors.

7.6. Synergy may where required make backdated claims for amounts outstanding from a previous Billing Period which were not previously invoiced for technical or other reasons. For the avoidance of doubt the failure of Synergy to collect any amount from any customer shall not constitute a legitimate reason for non-payment of associated back payment invoices.

7.7. Unless otherwise agreed or specified by the Company, the Customer shall pay in full and cleared funds all Charges invoiced within 15 days of date of invoice.

7.8. The Customer shall be responsible for any additional costs or charges imposed by the landlord or management company for the Site.

7.9. All Fees are exclusive of VAT unless otherwise indicated. Prices and specifications are subject to change without prior notice. All offers are subject to Synergy-uk Terms and Conditions.

## **8. Termination**

8.1. The Services shall commence on the date of Service provision and, subject to earlier termination by either party pursuant to this clause, the Agreement shall continue in force for the initial Minimum Contract Term. Thereafter the Service shall automatically renew for successive periods of 12 months (each a Renewal Term) unless either party gives at least 30 days written notice to the other to terminate the Agreement. Such notice cannot expire prior to the expiry of the Minimum Contract Term or any subsequent Renewal Term. The Initial Contract Term and any subsequent Renewal Term shall together be the Term.

8.2. If no Minimum Contract Term is specified, the Minimum Contract Term shall be deemed to equal the period for which the services were purchased or for 30 days whichever earliest. The notice to terminate shall take effect upon the last day of the notice period. In any event you must pay the Fees for all Services provided to you up to and including the date of termination or the Minimum

Contract Term whichever is the later date. Please note that any notice you give to us will only be considered effective from the day on which we acknowledge it in writing or email.

8.3. If a Service is cancelled prior to the date the Service is commissioned any costs that have been incurred, whether this be purchase of services or products prior to commissioning, will be charged to the Customer.

8.4. If you abuse the Service provided, or fail to pay fees when they are due, we may terminate your access and will accept no further liability. Our policies on improper use are explained in Section 4.

8.5. In the event that you decide to terminate your account you must inform us in writing. No refunds or part refunds will be given for any payments taken. We reserve the right to withhold any facility associated with the Service, account, notwithstanding termination, until fees are met in full. We also reserve the right to terminate your right to use the Services at any time, without giving any reason.

8.6. If this contract is terminated (howsoever occasioned) by the Company before the expiry of the initial term, the Company will not charge the Customer additional fees. If termination applies to a service that Synergy-uk or its holding companies have with a third party on your behalf, any costs will be passed on to the customer with a 10% handling charge.

8.7. The Customer is entitled to terminate the Agreement prior the Minimum Contractual Term subject to payment of all Charges that would have otherwise been incurred over the Term. Such outstanding Charges will be immediately payable and the Customer is acceptant of the right of the Synergy to submit an invoice to the Customer and shall make prompt payment of such an invoice within 30 days.

8.8. In the result of any termination, however occasioned, the Customer shall immediately surrender possession of the Equipment in good condition to the Company (fair wear and tear excepted) and the Customer shall provide for the Company access on reasonable notice to its premises, facilities and equipment for the purpose of removing the Equipment.

8.9. Neither party shall be liable for any breach of its obligations under the Agreement resulting from Force Majeure events. Each of the parties agrees to give notice forthwith to the other upon becoming aware of a Force Majeure event such notice to contain details of the circumstances giving rise to the Force Majeure event.

## **9. Liability**

9.1. You agree and accept that we are unable to exercise control over the content of the information passing over our connection or our network or the Service. Synergy-uk cannot be responsible for the transmission or reception of such information.

9.2. We are not in a position to monitor how you use the Service, and so you agree to indemnify us against any claim that is brought against us, or any costs liability that we incur as a result of your use of the Service. We accept no responsibility for any action brought against you arising from Service misuse.

9.3. While we endeavour to provide a continuous Service, we will not be liable for any losses. These include failure to supply the Service, any loss of data resulting from using the Service, or any

delay or interruption in the supply of the Service. In particular, we cannot be liable for the quality or accuracy of information received through the Service.

9.4. It is your responsibility to carry out computer virus precautions. We will not be responsible for loss arising out of computer viruses, whether they are introduced through our Services, software or otherwise. From time to time, Internet addresses or sites are disconnected or cannot be found. We are not responsible for maintaining sites other than our own. You are in a better position than we are to evaluate any potential loss you may suffer by using this Service, and to insure if appropriate.

9.5. Subject to clause 9, accordingly, our liability to you, whether for breach of contract, negligence or otherwise, is limited to a maximum amount of the fees you have paid for the Service. We will not be liable for any losses you may suffer as a result of loss of business, contracts, profits, savings or otherwise. And any claims for compensation will be for no more than your subscription fee less costs.

## **10. Software**

10.1. Any Software which is downloaded by Synergy at the Customer's request, the Customer will be responsible for registering Software that requires such registration, and paying any regulated charges thereafter.

## **11. Assignment**

11.1. The Customer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld).

11.2. The Company shall be entitled (at its sole discretion) to assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement.

## **12. Disputes**

12.1. We hope that we have anticipated any difficulties or questions that you may have. However if at any time you have a grievance please speak to us as soon as possible. We cannot deal with a problem if we do not know about it.

12.2. Third party audits or inspections must be done with the knowledge of and receipt of acceptance of Synergy-uk. Synergy must be given in writing a reasonable amount of time to rectify any works prior to third party involvement. Alterations of any kind by others will not be accepted if not agreed by Synergy-uk in advance

## **13. Governing Law**

13.1. These terms and conditions abide by English Law, and we both agree to submit to the exclusive jurisdiction of the English courts. We both accept that a Court may strike out or override any part of these terms and conditions if it considers them to be illegal, unenforceable or unfair, pursuant to some statutory provision. In such cases, a Court can enforce the terms and conditions as if the offending clause or clauses had never been contained in them.

**14. Gifts**

14.1. From time to time promotional free gifts may be offered. If acceptance of a free gift contravenes your business policies or practices please let us know and Synergy-uk will not provide the free item.

**15. Responsibility**

15.1. You are responsible for deciding on the suitability of goods and services offered for any particular purpose and for the consequences arising from any work we undertake on the goods & services at your request. You will be bound by any contracts we undertake on your behalf. Synergy-uk will pass on any charges, fines or contract termination charges with up to 10% handling fee attached. It remains your responsibility to contact Synergy-uk prior to any alteration, amendment or cancellation to any service or works provided by Synergy-uk or supplier of Synergy-uk in their name or your own.

**16. Loss of Data/Software**

16.1. It is your responsibility to back up your data and software correctly in accordance with good business practice and to make a backup copy before any goods are returned for repair or replacement. Synergy-uk accepts no responsibility for the loss or corruption of data or software. If you allow, or ask Synergy-uk to give passwords to a third party, any liability for loss, damage, costs, loss of business or fraud will be the Customer's.