



## 1 M3ST TERMS AND CONDITIONS OF SERVICE (“T&CS”)

- 1.1 By causing your authorised signatory to click on the “I agree” button above you agree to be legally bound by these T&CS. In these T&Cs the expression “Contract” means the legal contract between you and M3ST for the delivery of the Services (as defined below) as governed by these T&Cs.
- 1.2 In these T&CS, “you” and similar expressions means the company, partnership or other legal person (“Organisation”) which is purchasing and receiving the Services and “we” means M3ST Limited. The individual who accepts the Contract by clicking on the “I agree” button above hereby warrants and represents that he or she is authorised to bind you to the Contract on your behalf.

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 Expressions in the left hand column below have the meanings set out opposite in the right hand column.

<b>Account Credit</b>	The facility within the Customer Portal that allows you to make online payments to your account to ensure their account remains in credit.
<b>Confidential Information</b>	Information that is designated as confidential or that reasonably ought to be considered confidential given the nature of the information and the circumstances of disclosure including the financial terms of the Contract but excluding any information that (i) is or becomes generally known to the public without breach of the Contract; (ii) was known to the recipient prior to its disclosure; (iii) was received from a third party without breach of any obligation owed to the Disclosing Party; (iv) relates to the general nature of the Contract and the fact that we are providing the Services to you; or (v) can be demonstrated from written or affidavit evidence was independently developed by the recipient
<b>Credentials</b>	The username(s) and password(s) we provide to enable you to access the Customer Portal
<b>Customer Portal</b>	The functionality available at <a href="https://clientportal.m3st.co.uk">https://clientportal.m3st.co.uk</a> that allows you to download daily, weekly & monthly call records, top up Account Credit, add & remove administrative users, add new IP addresses and access invoices.
<b>Insolvent</b>	(i) calling a meeting of creditors or (ii) becoming the subject of a report or proposal to creditors, application, petition, arrangement or order under the Insolvency Act 1986 (unless for the purpose of a solvent restructuring, amalgamation or merger); (iii) the appointment of a receiver; (iii) the enforcement of any security by a charge holder or mortgagee (iv) becoming subject to distress, process, execution or a charging order over property (and <b>Insolvency</b> bears a corresponding meaning)
<b>M3ST Price List</b>	The list of M3ST’s rates and prices notified to you from time to time pursuant to clause 5.3 as amended from time to time.
<b>Personal Data</b>	details from which a living individual can be identified
<b>Services</b>	Making available the functionality on the Customer Portal and the provision of

	VOIP.
<b>Term</b>	The period between the Start Date and the date of termination of the Contract in accordance with its terms.
<b>users</b>	Your employees, workers or contractors
<b>we, us</b> (and, if appropriate, <b>our</b> )	M3ST Limited, a company registered in England with the registered number and office address set out in the header
<b>VOIP</b>	Voice communications over Internet Protocol (IP) networks
<b>you or your</b>	means the company, partnership, firm or other legal person on whose behalf these T&Cs are signed

- 2.2 References to a “business day” means any weekday other than a public holiday in England and Wales.
- 2.3 Notifications under this agreement may be given by e-mail.
- 2.4 Where the word “including” (or similar) is used followed by a list of examples it is deemed to be followed by the words “but without limitation”.
- 2.5 References to person include legal and natural persons.

### 3 SERVICES

- 3.1 We may make amendments to the T&Cs from time to time; any changes will appear as an update notice on the Customer Portal and will apply from the date that you next access the Customer Portal.
- 3.2 The Customer Portal will generate Credentials automatically when you first access the Customer Portal.
- 3.3 We will provide the Services with reasonable care and skill throughout the Term but we are not responsible for resolving issues which arise due to (i) deficiencies or faults with your own IT environment or infrastructure or (ii) repeated requests for support in respect of an issue we have previously resolved.
- 3.4 You acknowledge that we cannot guarantee that your use of the Services will be uninterrupted or error-free and, in particular, we are not responsible for circumstances outside of our control that may interrupt or otherwise prevent performance of all or part of the Services including: (i) a failure of your connection to the internet, power outages or equipment breakdowns; or (ii) technical changes made to third party systems that prevent the Services from performing.
- 3.5 We will maintain up to date anti-virus protection to protect against the introduction of any virus to your computer systems but you remain responsible for ensuring that your own anti-virus software is maintained and up to date.
- 3.6 You may only use the Services for lawful purposes and not: (i) in any way that breaches any applicable local, national or international law or regulation or that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (ii) to send any unsolicited or unauthorized advertising or

promotional material or any other form of unsolicited communication (spam); (iii) to transmit any data, send or upload viruses. If we believe you have breached this clause we may suspend all rights to access the Customer Portal without liability to you.

#### 4 PRIVACY POLICY, DATA AND CONFIDENTIALITY

4.1 We will only use your Personal Data to administer your account and process payments. You agree we may pass Personal Data to third parties in order to process your payments and that this may involve the transmission of your data outside the EEA. All your payments to us are managed by our payment administrators and we do not retain any data relating to your bank account, passwords, PINs or card numbers (Financial Data). We rely on our payment administrators for ensuring that your Financial Data is held securely. Accordingly, we cannot be held responsible for any misuse of your Financial Data. If you believe your Financial Data is being misused in any way you should immediately contact your bank and/or the payment administrator.

4.2 You hereby grant us the right to use your name and logos in general marketing information from time to time.

4.3 Both parties will keep the other party's Confidential Information secret and use best efforts to:

4.3.1 Prevent unauthorised disclosure;

4.3.2 Not use the other party's Confidential Information for any purpose other than to fulfil their obligations and make use of or provide the Services within the scope of the Contract;

4.3.3 Only disclose Confidential Information to those of its employees, contractors and professional advisors who need such access for purposes consistent with the Contract and who have been made aware of and have agreed to comply with the confidentiality provisions contained in the Contract.

#### 5 FEES AND PAYMENT

5.1 You must ensure that your Account Credit remains with a positive balance at all times and you acknowledge that you will only be able to access the Services provided that your Account Credit balance remains in surplus (and the Services may be suspended during any period where your Account Credit is not in surplus).

5.2 We will issue invoices for the Services: the Customer Portal automatically creates weekly invoices to match the charges for the Services.

5.3 We will notify you of changes to the Price List by e-mail at least 3 business days of advance of the date that any changes are due to take effect.

5.4 All prices are quoted exclusive of VAT or other relevant local sales tax prevailing at the time.

#### 6 INTELLECTUAL PROPERTY RIGHTS

6.1 The design and content of the Customer Portal, and the material published on it, is protected by copyright and is owned by M3ST Ltd or our licensors. All rights are reserved. We or our licensors retain the exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of the Customer Portal by any means and in any form, in whole or in part.

6.2 We reserve all rights, title and interest in: (i) the Services and (ii) all intellectual property comprised

in the Customer Portal or used to deliver the Services and we do not grant you any rights or licences in respect of the Customer Portal or the Services except to the limited extent expressly stated elsewhere in the Contract.

- 6.3 Other than permitted by applicable law, you will not create derivative works based on the Customer Portal or the Services; or copy, frame or mirror any part or content of the Customer Portal or the Services; or attempt to reverse engineer the Customer Portal or the Services; or otherwise use the Customer Portal in order to build a competitive product or service or copy any features, functions or graphics contained within the Customer Portal.
- 6.4 You grant to us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback you or your staff submit to us.

## 7 WARRANTIES AND LIMITATIONS

- 7.1 Except as expressly set out within the Contract, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from the T&Cs.
- 7.2 Our entire liability to you for all claims arising in any calendar year based on our breach of any term or condition of the Contract, in negligence or otherwise is limited to the total of the payments made by you via the Client Portal in respect of Services supplied by us in the period of three months immediately preceding the date of the claim.
- 9.1 Nothing in the Contract excludes liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 9.2 You acknowledge that the limitations and exclusions in the Contract are reasonable because:
- 9.2.1 They represent a fair allocation of risk between us; and
- 9.2.2 You were offered the opportunity to ask us to increase the liability cap above in return for an increase to the Fees before you signed the Contract.

## 8 TERM AND TERMINATION

- 10.1 The Contract begins on the date that you first access the Client Portal and continues unless terminated by either party giving no less than one calendar month's written notice.
- 10.2 Either party may terminate the Contract immediately without liability to the other and without prejudice to any other rights or remedies to which the parties may be entitled if:
- 10.2.1 The other party commits a material breach of any of important term of the T&Cs which is either not capable of remedy or is not remedied within 10 business days of a notice to the party in breach setting out the breach and the steps required to remedy it;
- 10.2.2 The other party is Insolvent.
- 10.3 On termination of the Contract for any reason: (i) all rights and licences granted to you under the Contract will immediately terminate; and (ii) we may destroy or otherwise dispose of any of your data in our possession without further obligation to you.

## 9 GENERAL

- 9.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 9.2 The Contract, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 9.3 Each party acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- 9.4 Each party will not, without the prior written consent of the other, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract (such consent not to be unreasonably withheld or delayed).
- 9.5 The Contract is not intended to and does not confer any rights on any person or party other than the parties to the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.6 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
- 9.7 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).