

**Email Hosting - Terms and Conditions**

'ReZolve' shall mean ReZolve I.T. Limited of East Grange House Scruton Northallerton North Yorkshire DL7 0RD or any subsidiary or associate thereof contracted by ReZolve to provide the Service in whole or in part to the Customer.

'Customer' shall mean the person, business or company entering into this agreement and referred to in the Quotation.

'Quotation' shall mean the quotation setting out charges for the Service whether or not annexed to the contract.

'Contract' shall mean the agreement between ReZolve and the Customer for the provision of the Technical Support Service as set in this agreement.

'Service' shall mean the provision of any time, resource and materials by ReZolve for the Customer under this agreement.

'Issue' shall mean a technical problem or request for assistance made by the Customer.

'Contract Period' shall mean the period, usually 12 months, covered by this agreement.

*The headings in the contract are for convenience only and shall not affect its interpretation.*

**Charges**

Save as varied by the Quotation the following charges provisions shall apply in respect of the Service:

1. The Customer shall pay ReZolve fees for the Service at the rate set in the Quotation.
2. The Service is payable in advance. The Customer shall make payment on each invoice prior to the start of the Contract Period or at least within 7 days of the invoice date.
3. Any Technical Support work requested by the Customer which is not specifically covered by this agreement will be confirmed to the Customer in writing, normally by fax or email, and will be charged at the current standard rates and invoiced to the Customer on completion of the work. The Customer shall accept invoices for this work and make payment on each invoice within 30 days of the invoice date
4. When invoices remain unpaid, ReZolve reserves the right to suspend all related Services and to add compound interest at the rate of 1.5% per month, calculated until the date payment is received.

**The Service**

In consideration of appropriate payment by the Customer and subject to the terms and conditions of this Agreement, ReZolve will:

1. Where applicable, grant to you a non-exclusive, non-transferable licence for the period of this to use the Service on the terms of this agreement.
2. Any rights granted to you in this agreement are subject always to the terms of the Third Party Licences. You acknowledge, agree and understand that we are only able to grant the rights to you which we are entitled to grant in the Third Party Licences and these documents will always take precedence and priority over our responsibilities and obligations to you in the Agreement.
3. We will not be in breach of this Agreement to the extent that we are unable to perform our obligations to you as set out in this Agreement if such performance would place us in breach of the Third Party Licences.
4. We shall provide the Service to the standard to be reasonably expected from a competent provider of services in the nature of the Service.
5. Due to the complex nature of the Service and public telecommunications networks generally we cannot warrant that the Service will be provided without interruption or error, but we will use reasonable skill and care to ensure that the Service is properly managed.
6. We will use reasonable endeavours to correct faults in the Service which you report to us as soon as reasonably practicable. If you become aware of a fault in the Service, you agree to report the fault to our technical helpdesk without delay.
7. We may temporarily and immediately suspend provision of the whole or any part of the Service to enable us to carry out any repair, maintenance or improvement or in the event of an emergency. We will restore provision of the Service as soon as reasonably practicable after any such temporary suspension.
8. We may vary the specification, including any service usage restrictions, of the Service at any time on 30 days' notice.
9. In the event that the terms of any Third Party Licences impose restrictions on either the service or usage restrictions then we reserve the right to implement such restrictions with immediate effect.

**Passwords and Security**

1. We will provide you with usernames and passwords to access the Service and a control panel which enables you to configure certain aspects of the Service. You undertake to keep your usernames and passwords confidential and not disclose them to any third party other than those of your employees, agents and subcontractors who you authorise to access the Service on your behalf. You agree to contact us immediately if you suspect that anyone else knows your usernames and/or passwords.
2. We will use reasonable endeavours to keep information held on the Service secure.
3. You undertake to only provide us with accurate information (including but not limited to information about you, your identity and contact details, your business, and your anticipated usage of the Service) whether on the control panel or otherwise and to inform us immediately if that information becomes misleading or inaccurate.

**Viruses and Spam Filters**

1. We will endeavour to ensure that any materials which we send to you will be free from viruses and corrupt files but we cannot guarantee this. If we discover any defect in any materials we have sent to you we will inform you as soon as reasonably practicable.
2. Where the Service relates to an email service Virus scanning engines may be used by us to filter emails received into the Service in accordance with good industry practice if we have agreed to provide such virus scanning service as part of the Service which for the avoidance of any doubt will always exclude Office 365. In any event, we cannot guarantee that the Service and emails received will be free from viruses or other harmful content. You must therefore ensure that any device connected to the Service is protected by an on-device and anti-virus and antimalware software to protect against any threats as our systems in common with our industry are not able to protect against all risks. We cannot and do not accept liability for any damage caused to your computer systems, network, business or reputation as a result of an undetected virus that passes through the Service. Emails may be deleted as part of this Service.
3. If we have agreed to provide a spam filtering service as part of the Service we will provide such Service in accordance with good industry practice but by using the Service you acknowledge that not all spam will be successfully identified and may pass to your computer systems or network.
4. You acknowledge that by attempting to identify spam and potential viruses and other harmful content, we may delete false positives whereby emails you deem to be legitimate may be deleted. We shall not be liable for any loss or damage caused to your business by the deletion of emails.
5. We shall not be liable for any loss or corruption of data saved and emails sent, received or saved using the Service.

**Archiving, Data Storage and Backups**

1. If the Service includes data storage, archiving or backups you acknowledge that such service is a service of last resort and that you will continue or implement separate backup procedures so that in the event that our storage, archiving or backup service fails you will still be able to access all of your data using your alternative backup procedures.
2. We cannot and shall not be liable for any loss or damage suffered by you as a result of any failure in our storage of your data.

**Confidentiality**

ReZolve shall keep confidential such of the Customer's information which is specifically designated as confidential by the Customer at the time of the acceptance of the quotation by the Customer or which is subsequently so designated in writing by the Customer and shall not divulge the same to any third party without written consent of the Customer. This provision shall not apply where such information as is already in the public domain or is otherwise required to be divulged by ReZolve for the reasonable performance of its obligations under the Contract.

**Liability**

The following limitations shall apply to the liability of ReZolve under the contract: -

1. ReZolve shall not be liable for any indirect incidental or consequential loss or damage (including, but not limited to, loss of programs or data, loss of use of equipment, and loss of profits), howsoever caused, including costs associated with the use of additional personnel used to aid recovery from such a loss.
2. All terms and conditions and warranties whether made expressly or implicitly relating to the quality or fitness for purpose of the Service are excluded and where the materials equipment or specification contained or referred to in the Quotation have been specified by the Customer or any third party the Customer acknowledges that ReZolve is entitled to rely exclusively on the quality and fitness for purpose of such materials equipment or specification without liability for any consequential loss. Without prejudice to the

forgoing ReZolve shall not be liable for any direct or indirect damage or loss or delay or additional costs arising from any change required by the Customer or its clients to the specification referred to in the Quotation

3. ReZolve shall be under no liability whatever (whether contractual tortious or otherwise) for any loss or damage (including loss of profit) suffered by the Customer or the Customer's employees, agents or any other third party arising out of a breach whether direct or indirect by ReZolve of the contract or otherwise in respect of the Service. This includes (without limitation) loss of or damage to data or the systems to which the Service or any related installation is connected, loss caused by interruption or cessation of services to the Customer beyond the reasonable control of ReZolve and loss arising from e-commerce or electronic financial or credit transactions conducted by or on behalf of the Customer or its clients.
4. In the event of any breach of the contract by ReZolve the remedies of the Customer shall be limited to damages and under no circumstances shall the liability of the Contractor exceed the amount of the Quotation.
5. Where the Customer is not a consumer it acknowledges that it does not trade as such and that the terms of the contract are reasonable.

### **Termination**

ReZolve reserves at its sole discretion the right to give three months' notice not to renew any contract for ongoing services. ReZolve will not be required to provide any reason or explanation for such termination.

The Customer may cancel the service may by giving notice in writing to ReZolve 3 months prior to the end of the 12-month period of service.

### **Miscellaneous**

If either party ceases to carry on business or makes any arrangement with creditors or if a receiver of its assets is appointed or if (being an individual) an order in bankruptcy is made against it or any partner, or if (being a Company) a winding-up order or resolution is made or passed (save voluntarily for the purposes of solvent amalgamation or reconstruction), then the other party may immediately by giving notice terminate the contract. Neither party shall be liable to the other party for failure or delay in the performance of any obligation under the contract (other than any obligation to pay money) caused by any circumstances outside its control, such as, but not limited to, Act of God, fire, flood, war, industrial dispute, governmental actions or regulations, or failure or delay on the part of suppliers or sub-contractors. If any term or provision of the contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part thereof shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected. Any waiver of a breach of this Agreement by the Customer or any variation of this Agreement must be in writing.

### **Notices**

Any notices given under this Agreement shall be in writing and sent

- (a) by first class pre-paid post to the last known address of the party or
- (b) by fax to their last known fax number.

The notice shall be deemed served

- (a) two working days after posting or
- (b) upon receipt of a successful transmission report.

### **English Law**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.