

### Definitions

- a. Unitron Systems & Development Limited herein is known as **'Unitron'**
- b. Userve and Freehighway are both trading divisions of Unitron and these terms apply accordingly.
- c. These terms and conditions apply to any person or company (**The Customer**) / (**The Supplier**) trading with Unitron or any of its trading names and are referred herein as **'These terms'**
- d. These terms shall replace any earlier dated terms and conditions
- e. These terms will deem to be in preference to any terms and conditions of any customer or supplier to Unitron and cannot be altered in anyway without prior consent in writing by an acting Director of Unitron.
- f. All products and services supplied by Unitron will herein be referred to as **'the service'**
- g. The use of the word Agreement herein refers to an agreement or contract between Unitron and its customer or supplier.

### Supply of the service

Any date or time stated for the supply of service is approximate and Unitron will use its best endeavours to meet such dates and times but reserve the right to change as required.

### Force Majeure

Unitron will not be in breach of contract or agreement or otherwise liable should delays or failure to supply the service is due to any reason beyond the control of Unitron including breakdown of equipment, any form of industrial action, act of God, dispute, failure in the receipt of service, act of war whether declared or not, any act of terrorism. Should such an event be in place for more than thirty days either party may terminate the contract or agreement without prejudice.

### Prices and Payment

All prices quoted are exclusive of Value Added Tax, The prevailing rate will be applicable at the time of invoice. All prices quoted exclude provision for delivery unless otherwise stated in writing at the time of quotation. Any quotation unless otherwise stated is valid for a maximum period of thirty days from the quotation date. Any discounts or cash equivalent must be agreed in writing as part of a quotation or as part of a contract or agreement. Payment is payable on delivery of the service with the exception of authorised account holders who will pay no later than thirty days from the date of invoice. Should an account holder have payments overdue, the full payment of any outstanding balance is payable before any further transactions can be processed. We reserve the right to withdraw credit facilities without reason giving seven day's notice, any outstanding balances on the account will become due immediately.

We reserve the right to apply energy related surcharges to meet increases in energy prices and environmental costs relating to all hosting contracts.

### Title of goods and service

Full ownership and title of the goods or the service if applicable, remains with Unitron until full payment has been received and cleared.

### Loss or Damage

Any loss or damage to goods on delivery, must be notified to Unitron within three working days of receipt. All claims for loss or damage will be counter claimed against the courier responsible.

### Termination of service

Unitron reserves the right to terminate the service at any time giving thirty days notice should payment not be received within the payment terms.

The customer or supplier to Unitron can only terminate the service within the confines of the contract or agreement in place covering the service, if this is not specified within the contract or agreement this will be **'1 Calander Month notice for all Broadband Products'** and **'3 Calander month's notice for Datacenter hosted services, Server Hosting, Leased Line Connectivity, Wireless Point to Point Services, and Telephony Services (VoIP)'** otherwise a breach of contract or agreement will be deemed to be in place.

Unitron reserves the right to disconnect/suspend the service at any time without notice if the service is causing disruption to either the Unitron network or associates.

The service or product that is supplied on an ongoing basis and is supplied free of charge or subscription free, may be terminated at any point giving thirty days notice. Notice can be delivered by email, the service website, or in writing to the last known address.

### Specifications and Documentation

All specifications and descriptions contained within sales and marketing material including websites are approximate and to be used as a guide only, and do not form part of any contract or agreement unless otherwise specifically specified in writing.

Any document produced or distributed by Unitron may not be re-distributed or copied without prior written consent by an acting director of Unitron.

### Guarantees and Warranties

All services where applicable carry a twelve month guarantee against failure. Should such an event occur, Unitron must be notified immediately, stating serial number, Invoice number, service or product where applicable and fault description. Upon satisfactory checking, an RMA number or support ticket reference will be issued for the return/investigation of the service or product.

### Guarantees and Warranties continued...

Note that service or products will not be accepted without a valid RMA/support ticket reference. Responsibility for carriage is that of the customer to Unitron and that of Unitron to the customer.

Where fault is found to be that of self-infliction, virus or other malicious software, unauthorised modification or abuse, then the service or product will be retained awaiting payment for the return carriage and consultation costs at the prevailing rate.

### Liability

Neither Unitron, its employees or agents will be liable in contract, tort or negligence for any consequential losses, indirect losses, liability, injury, damages or any other claim for consequential compensation whatsoever, including loss of profit, costs, expenses, or loss of data arising howsoever from or in connection with any contract or agreement or breach thereof.

Unitron will not be liable for any loss or damage to data, software or programs during the upgrade, maintenance, failure or repair of a service or product whether or not under guarantee or warranty. All measures to secure the integrity of software, data, and programs are the sole responsibility of the customer. Although Unitron uses its best endeavours to secure our networks with firewall technology, Unitron will not be liable for any consequential loss or damages due to unauthorised 'hacking' of the network infrastructure.

Our Service Level Agreement should be read in conjunction with these terms and conditions, these set out the levels of compensation and threshold where payable together with the fault reporting procedures.

### Copyright, Intellectual Property Rights and Trademarks

In no way do copyright, Intellectual Property Rights or Trademarks pass to the customer on the sale of as service or product. Any such right must be documented in writing at the time of transfer agreed by both parties and is the responsibility of the customer to check that the right being transferred belongs to Unitron before any transfer can take place.

### Subcontractors

Unitron reserves the right to subcontract any part of, or as a whole, any service it provides under contract or agreement to its customers, subject to confidentiality agreements where necessary.

### Network and Hosting conditions

- a. The customer agrees to obtain a working knowledge of the internet and to be familiar with practices and procedures
- b. The customer agrees to avoid violation of certain generally accepted guide lines such as restrictions on mass mailings, mass advertisements, pirating or copying of software, mail bombing or any other method of attempting the denial of service to other internet users, use for collection or distribution of obscene or pornographic materials and general abuse.
- c. The customer agrees to comply with all relevant law and regulation in force and include but not limited to, compromise of copyright, trade secrets, proprietary information, libel or defamation of character, invasion of privacy and tortuous interference.
- d. The customer is required to protect the security of its internet account and usage. Misuse of the customer's account is the sole responsibility of the customer and Unitron is in no way liable for its misuse.
- e. The customer agrees to indemnify Unitron against any loss or expense arising from a third party claim
- f. The customer recognises that we have no responsibility for content transmitted or received over the internet and we do not monitor the content of data passed over our networks.
- g. The customer recognises the fact that Unitron can in no way be liable for any data or software loss howsoever caused in line with our general terms and conditions.
- h. Although Unitron uses its best endeavours to secure our networks with firewall technology, Unitron will not be liable for any consequential loss or damages due to unauthorised 'hacking' of the network infrastructure.
- i. Unitron cannot guarantee internet speeds and availability once your internet request has left our network, this is beyond our control and is subject to general internet availability and contentions.
- j. Where a connected party is the victim of any kind of **'denial of service attack (DOS Attack)'** Unitron reserve the right to suspend the service for up to seven days after the attack has ceased to be confident that its return is unlikely. Where static or fixed IP addresses are applicable it may necessary to change to an alternative addresses to prevent an attack return.

# Unitron Systems & Development Limited

## General Terms and Conditions.

Issue: 1st July 2022 Rev 6c

### English Law

In no way implied or otherwise do these terms contra statute law or a person's rights in English Law.

### Agreed on behalf of the Customer

Signature of or on behalf of Customer	Name in Capitals

Dated	
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Contact Name	
Company Name	
Address	
Postcode	
Telephone	
Email Address	

If the customer has been invoiced for a product or service and has settled the invoice it is then deemed that the customer has agreed to these terms by default. This document is published on our website at:- [https://www.userve.net/files/unitron\\_terms\\_6c.pdf](https://www.userve.net/files/unitron_terms_6c.pdf)