

These Terms and Conditions cover the provision by Accelerator Limited, Accelerator Ltd, Studio at 46, The Brooks Shopping Centre, Winchester, SO23 8QY. UK ("us", "we", or "our", and including our successors and permitted assigns) of the Services specified in each Order Form (the "Services") with, and the receipt of those Services by, the Customer ("you" or "your", and including your successors and permitted assigns) specified in each such Order Form. Any hosted Telephony Service shall be provided on the Terms and Conditions set out below under the heading "Hosted Telephony Service". The Services Terms and Conditions, the Hosted Telephony Service Terms and Conditions and the Data Protection Terms and Conditions together with the Terms and Conditions on [www.accelerator.uk.com](http://www.accelerator.uk.com) and the Order Form confirmed overleaf are referred to together as the "Agreement".

## Services Terms and Conditions

### 1. Scope of Services

- 1.1 If you do not pay us directly for the Services that means we are not providing the Services to you (even if they are sold in our name) but are acting as a referral agent to a third party who is responsible for the provision of those Services and we will not be liable for any loss or damage you incur in connection with those Services or such a third party. We are a reseller of all other Services and as a result we rely on our third-party suppliers to provide those Services to us for us to provide them to you. Where our third-party suppliers from time to time offer us a Service Level Agreement applicable to specified Services, we will also apply a Service Level Agreement between us and you for the same Services. Copies of those Service Level Agreements are available upon request from us.

### 2. Changes to these Terms

- 2.1 These Terms and Conditions, including the Service Level Agreements agreed between us and you and the Charges for the Services may be changed by us from time to time by giving at least thirty (30) days prior written notice to you or by posting such changes on [www.accelerator.uk.com](http://www.accelerator.uk.com) at least thirty (30) days prior to them taking effect which shall constitute notice for the purposes of this Clause 2.

### 3. Services and Use

- 3.1 We will provide you with items and things which we consider necessary as part of the Services but otherwise you must provide all other items and things relating to the Services. While risk will pass to you upon any delivery to you, title in items and things provided by or on behalf of us at all times remains with us. You must ensure that you do not intentionally or negligently damage, destroy or encumber any item or thing provided to us by or on behalf of us or any other item or thing used by us in connection with the Services. You will not introduce or allow to be introduced into any item or thing provided by or on behalf of us any virus or other harmful or effecting item or thing. You will not use or allow the use of any of the Services in any manner which is illegal, inappropriate, annoying, indecent, obscene, abusive offensive or causes any loss or damage. You will not resell or otherwise make any of the Services available to any third party without our prior written consent. You will indemnify us for any claim, loss, damage or expense arising in any way in connection with any content (including data or information) introduced by or on behalf of you in relation to any Services. You are responsible for making sure the Service is working how you need it to work on your PC or server and are you are responsible for contacting us if you are unsure or if a warning appears, we will not take responsibility if you ignore these notices or warnings, including whether data is or is not being backed up.

### 4. Licence

- 4.1 We will licence you to use intellectual property rights strictly as necessary for you to receive the Services and on a non-exclusive, revocable, non-transferrable basis within the UK and for the duration of your order with us. You must not allow any copying, modification, adaptation, reverse engineering or other dealing in relation to those intellectual property rights, nor remove any proprietary or other notices, unless you have our prior written consent to do so. Where the Services include Microsoft products, you also agree to comply with the Terms and Conditions for Microsoft software, and to the Agreement between Microsoft and you, both being attached to these Terms and Conditions.

### 5. Charges

- 5.1 You agree that the provision of the Services by us is subject to the payment by you of the Charges specified in each Order Form applicable for the Services, including Services ordered by email. You will pay the number of users or Services you are using at your monthly end for that quarterly invoice period (all invoices shall be submitted by us to you in electronic format only), with a minimum invoice value of the Services you have signed up for on your contract for the length of that contract.
- 5.2 You will pay these Charges quarterly in advance for the first quarter and then quarterly by signed direct debit mandate in place for us or within fourteen (14) days from the date that we issue an invoice to you. Any One-off Charge(s) or setup fees for Services outlined in the Order Form are payable immediately on Customer signature. Charges for the Hosted Telephony Service will be made in accordance with the Hosted Telephony Terms and Conditions below.
- 5.3 We may Charge you interest on any overdue amounts at the rate of eight per cent (8%) per annum above the Bank of England base rate (calculated on a daily basis) from time to time from the overdue date until payment is received by us (whether before or after any judgment). All Charges are without VAT and other taxes on the Services included and VAT and each other tax on the Services is payable by you. The Charges also do not include any packaging, delivery and insurance costs to be incurred by or on behalf of us on your behalf (which will also be payable by you).

### 6. Duration and Termination

- 6.1 Except for any One-off delivery, each Service (whether specified in an Order Form or notified by you to us including email) lasts for a minimum period of 36 months, or as specifically outlined in the original Order Form if different and taken from the earlier of the first (1<sup>st</sup>) day of the month that the order or notification is placed, or you or your Customer starts using the relevant Service (the 'Initial Term'), and unless Terminated in accordance with this Agreement. At the expiry of the Initial Term, and of each following period equivalent to the Initial Term duration (each a 'Renewal Period'), the Services shall automatically renew for a further minimum period equal to the Initial Term subject to early Termination under this Agreement.
- 6.2 Each party may Terminate this Agreement on not less than ninety (90) days' prior written notice to the other, and subject to the minimum periods outlined in this Agreement. Such notice must be served at least ninety (90) days prior to the expiry of the Initial Term or the Renewal Period (as the case may be).
- 6.3 Without prejudice to their other rights under this Agreement either party may Terminate this Agreement with immediate effect if:
- the other party has committed a material breach of this Agreement which is incapable of remedy or in the case of a remediable breach, the other party fails to remedy within thirty (30) days of having been requested to do so by the non-defaulting party; or
  - the other party ceases trading, becomes bankrupt or insolvent or any insolvency proceedings are begun against it including the appointment of a receiver (including an administrative receiver) over all or any of its assets.
- 6.4 Without prejudice to our other rights, we will have the right with immediate effect to Terminate this Agreement by notice in writing where you fail to make any payment when it becomes due or are abusive either verbally or physically to any member of our Staff or Contractors.
- 6.5 On Termination of this Agreement, you will ensure that we are supplied with prompt access to remove any Equipment and Service Equipment (as defined below) supplied. Where the Agreement is Terminated other than for breach by us, you will be responsible for the cost of de-installation and collection of the Equipment and Service Equipment by us and will pay us such costs on demand. Any license granted under this Agreement will Terminate with immediate effect.

6.6 On Termination of this Agreement, any consequential reprogramming of Your Equipment (as defined below) will be your responsibility and at your cost.

#### 7. Termination for Insolvency

7.1 You or we may end the Services with immediate effect by giving written notice to us or you (as applicable) at any time after we or you (as applicable) have a winding up petition presented against us or you (as applicable) or enters into liquidation, compounds with or makes any arrangement with our or you creditors (as applicable), has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of our or your assets (as applicable) or makes a general assignment for the benefit of our or your creditors (as applicable), has an administration petition presented or administration application made against us or you (as applicable) or a notice of intention to appoint an administrator has been given to any person or if we or you (as applicable) cease or threaten to cease to carry on business or make any material change to that business, or if we or you (as applicable) suffer any analogous process under any law.

#### 8. Suspension and Termination

8.1 We may end Services or suspend them for a period of up to twenty (20) working days at our option if you do not pay any amount when due, or if our suppliers cease providing the relevant Services to us and we cannot obtain those Services immediately on the same pricing and other basis from another supplier. We may suspend Services for operational or maintenance purposes provided that we minimise the period of suspension as far as practicable. Any suspension by us under this Clause 8 does not entitle you to Terminate the Agreement which remain valid. The Services are dependent on relevant Services being provided to us by our suppliers.

#### 9. Effects of Termination

9.1 Termination does not affect any accrued rights and obligations at the time of Termination. All property (tangible or intangible and including confidential information) belonging to you or us must be returned promptly to us or you (as applicable) following Termination. We will use commercially reasonable endeavours to provide support within the scope of the Services to you in relation to such Termination. Clauses 5 to Clause 17 will survive expiry or Termination for any reason (but only for a period of three (3) years in the case of the protection of confidential information under Clause 12).

#### 10. Warranties and Liability

10.1 You agree that:

- (a) the Services are provided on an "as is" basis and that all warranties, conditions and representations expressed or implied by contract, statute or otherwise (including that the Services are of a satisfactory quality or fit for purpose) are excluded;
- (b) we will not be liable to you (whether for breach of contract, negligence or otherwise) for any loss or damage which is indirect or consequential or for any loss of revenue, data, goodwill or anticipated savings, even if we have been advised of the possibility of them being incurred; and
- (c) we will not be liable to you for any delay in, or failure of, the Services due to any occurrence, event or cause beyond our reasonable control (including telecommunications and other means of communication, the internet, data security, third party websites and goods and Services, information on our website being accurate, complete and up-to-date, or acts or omissions of agents or third parties other than our relevant suppliers).

10.2 Our liability to you (whether for breach of contract, negligence or otherwise) will be limited to the amount of the Charges for the Services paid by you to us in the twelve (12) months preceding the cause of action arising.

#### 11. Further Provisions Regarding Liability

11.1 Nothing shall exclude or limit our liability for death or personal injury caused by our negligence, for fraud or deceit, or a breach of Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982. The invalidity, illegality or unenforceability of any Term or condition will not affect or impair the continuation in force of the remainder of these Terms and Conditions.

#### 12. Confidentiality

12.1 You and we will treat as confidential all information of a confidential nature about us or you (as applicable) and will not disclose such information to any third person, except to employees or professional advisers (or those of any permitted sub-contractor) who need to know such information, with the prior written consent of us or you (as applicable), or as required by applicable law or regulation (or an authority with the requisite power), and provided that reasonable endeavours are used to ensure that those recipients agree to comply with substantially equivalent provisions to protect that confidential information. This restriction shall not apply to information which is lawfully obtained from a third party, which was already known prior to the disclosure, which was independently developed without reference to the confidential information, or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this restriction). Neither you or we may refer to the fact or subject matter of these Terms and Conditions or any Order Form in any publicity or advertising without first obtaining the prior written consent of the other.

#### 13. Assignment, Subcontracting and Third-Party Rights

13.1 We or you may assign or subcontract any of our rights or obligations to any third party from time to time without your consent (such consent hereby being given). No third party will have any right to enforce or rely upon any provision of these Terms and Conditions, including under the Contracts (Rights of Third Parties) Act 1999.

#### 14. Entire Agreement, Variations and Relationship

14.1 These Terms and Conditions as updated pursuant to Clause 2, together with each Order Form, constitute the entire Agreement, and superseded any previous Agreements, between us and you relating to the subject matter of these Terms and Conditions (and each such order). Except as expressly provided otherwise in these Terms and Conditions, a variation to these Terms and Conditions is valid only if it is in writing and signed by or on behalf of you and us. Nothing in these Terms and Conditions creates, or will be deemed to create, a partnership between you and us.

#### 15. Cumulative Rights and No Waiver

15.1 The rights and remedies contained in these Terms and Conditions are exclusive and not cumulative of rights and remedies provided by law. A failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms and Conditions prevents a further exercise of the right or remedy or the exercise of another right or remedy.

#### 16. Notices

16.1 Any notice under or in connection with these Terms and Conditions must be in writing and shall be delivered in person, sent by registered mail as appropriate, properly posted and fully pre-paid in an envelope properly addressed or sent by facsimile or e-mail to the respective addressee at its usual place of business or to such other address, facsimile number or e-mail address as may from time to time be designated by notice hereunder. Any such notice shall be considered to have been received on the next working day following delivery, facsimile or e-mailing or in any other event within seven (7) days after it was mailed in the manner provided under this Clause.

#### 17. Compliance with Laws, Governing Law and Jurisdiction

- 17.1 You agree to comply with all applicable laws and regulations in connection with these Terms and Conditions and the performance of your obligations under them (including in relation to data protection, interception and monitoring of communications, email marketing, and computer misuse). These Terms and Conditions, and all matters arising from or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning these Terms shall be determined by the English Courts and the parties hereby submit to the non-exclusive jurisdiction of the English Courts for such purpose.

## Hosted Telephony Terms and Conditions

Where the Services ordered by you include the provision of IP Centrex Services, and or IP Telephony Services, and IP Trunking ("Hosted Telephony Service") the following additional Terms and Conditions shall apply:

### 1. Definitions

1.1 In addition to the definitions set out above the following Terms will have the following meanings:

- (a) "Your Equipment" means any telecommunications apparatus or system owned controlled, or housed by you;
- (b) "IP Centrex Services" means a centrally hosted provision telephony Services generally provided by a PBX;
- (c) "PBX" means Private Branch Exchange;
- (d) "IP Trunking" means connection and Termination of IP calls to a PBX.
- (e) "Broadband" means the provision of xDSL
- (f) "xDSL" Means the provision of any Digital Subscriber Line
- (g) "Service Equipment" means any Equipment relating to the Hosted Telephony Service including but not limited to; any data collection, and call routing devices, routers, switches, handsets, or other telecommunication Equipment we may from time to time install at your premises for the purposes of providing the Service but excluding all pre-existing Equipment owned by you and Equipment owned and/or supplied by third parties;
- (h) "BT" means British Telecom PLC

### 2. The Hosted Telephony Service

- 2.1 We shall provide the Hosted Telephony Service to you and you agree to use the Hosted Telephony Service on these Terms and Conditions.
- 2.2 The Hosted Telephony Service will be provided with the reasonable skill and care of a competent telecommunications provider.
- 2.3 We will use reasonable endeavours to ensure that the Hosted Telephony Service is available for use by you but owing to the nature of telecommunications networks, it is impossible to provide a fault free Service. The quality of the Hosted Telephony Service depends on both the quality and availability of the network to which you are connected and also on other telecommunications networks to which the person being called is connected. We will not accept any responsibility or liability to you or any third party in the event of a failure by us to meet our obligations under this Agreement.
- 2.4 We will respond to any reported fault with the Hosted Telephony Service as soon as reasonably practicable during normal working hours and will use all reasonable endeavours to correct any fault within our control.

### 3. Broadband

- 3.1 Where IP Centrex Services are to be supplied, an arrangement to provide a Broadband connection must be made by you, either through us or through an approved supplier of suitable broadband Services (in accordance with criteria to be provided by us). This will generally require the provision of a single analogue BT line by you.
- 3.2 We will not be responsible for any failure to deliver the Hosted Telephony Service when the obligation set out in Clause 4.1 has not been fulfilled.

### 4. Access

- 4.1 We or our authorised representative will deliver and install any Service Equipment required for provision of the Hosted Telephony Service at your Premises or remotely. We will take all reasonable steps to deliver and install the Service Equipment by such date as is advised, however any delivery date specified will be an estimate only. We do not accept any liability for failure to meet the delivery date.
- 4.2 The Service Equipment will remain our property at all times, except where you have purchased the Service Equipment or rented the Service Equipment from a third party or entered into a separate Agreement to obtain the Service Equipment, or until such time, as the Service Equipment has been paid for in full. You must not add to, modify or in any way interfere with the Service Equipment, nor allow anyone else other than someone authorised by us to do so. You will be liable for any loss or damage to the Service Equipment (including all outstanding rental, hire or lease payments due in respect of the Service Equipment) and a One-off fee is due in respect of all broken hardware in the amount published on [www.accelerator.uk.com](http://www.accelerator.uk.com) (from time to time) except where such damage is due to fair wear and tear or is caused by us or anyone acting on our behalf. A One-off fee is due in respect of all broken hardware.
- 4.3 We grant you a non-exclusive, non-transferable license to use the Software solely in respect of the provision of the Hosted Telephony Service.
- 4.4 Where access to the Hosted Telephony Service is facilitated through BT number porting, you authorise us to have the numbers from the BT Lines listed in the Order Form routed by us instead of BT and to forward appropriate details of your porting application for the Hosted Telephony Service to BT. You will receive advance notification of the change of Service from BT to us. Our ability to provide the Hosted Telephony Service is subject to BT porting the numbers we will not be liable for any failure or delay in the Hosted Telephony Service where BT fails to port the numbers effectively.

### 5. Use of the Hosted Telephony Service

- 5.1 During the Term of this Agreement, you will not use another telecommunications Service provider or network operator to provide any indirect, or direct access telephony Service other than for use for analogue provision or for alarm Services etc.
- 5.2 You will ensure that your Equipment is in proper working order and complies with all applicable standards and approvals for network connection. You will not do anything that may damage or affect the operation of the Accelerator telecommunications network.
- 5.3 You will ensure that the Hosted Telephony Service is used for the purpose for which we have authorized and is not used either by you or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of our rights or any third party. You undertake to comply with all applicable laws and regulations and all our reasonable instructions in relation to its use of the Hosted Telephony Service and the Service Equipment
- 5.4 If the network is to be used to carry alarm or fax signals internally or externally, then we will not accept responsibility for lack of Service or failure to deliver an alarm signal due to: a) the network going down; b) suspension of your account; or c) reasons outside our reasonable control including but not limited to any technical failure of the network because the network is being tested, modified or maintained or if access to the network is denied.

- 5.5 If the network is being used for business purposes then you will indemnify us against any threat or any claim by a third party because the Hosted Telephony Service was faulty or cannot be used by them.
- 5.6 We will have the right to recover all reasonable costs incurred in investigating or remedying any fault with the Hosted Telephony Service where it is caused by your negligence or default or by your Equipment or where the fault does not lie with us or any Service Equipment.

## 6. Payment

- 6.1 You will pay all Charges relating to the Charges for calls made through the Hosted Telephony Service as are set out in our tariff current from time to time (a copy of which is available on request). All prices are exclusive of VAT and all prices are subject to increase upon us giving not less than thirty (30) days prior written notice to you.
- 6.2 You will pay all sums due to us under these Terms and Conditions in full without any set off whatsoever.
- 6.3 You will be invoiced quarterly in advance for Charges under these Terms and Conditions plus VAT. Payment is due within fourteen (14) working days of the invoice date by direct debit or such other payment method as we may agree to from time to time.
- 6.4 The time of payment of all sums due to us under these Terms and Conditions will be of the essence. If payment in full is not received on the due date, we will be entitled to Charge interest at the rate of eight per cent per (8%) above the Bank of England base rate (calculated on a daily basis) from time to time from the overdue date until payment is received by us (whether before or after any judgment).
- 6.5 All Charges payable under these Terms and Conditions will be calculated by reference to data recorded or logged by us and not by reference to data recorded or logged by you.
- 6.6 We reserve the right to require you to pay a cash deposit or a bank guarantee to cover Charges which we might reasonably expect you to incur under these Terms and Conditions or may place a limit on your account for Charges that can be accumulated by you before payment is received by us in respect of provision of the Hosted Telephony Service and other Services.
- 6.7 We reserve the right to change any tariff where you are in breach of any of these Terms and Conditions.

## 7. Provision of Information

- 7.1 You undertake promptly to provide us free of Charge, with all information and cooperation as we may reasonably require enabling us to proceed without interruption with the performance of our obligations under this Agreement.
- 7.2 We shall keep any data or other information on you that we obtain in the performance of our obligations under these Terms and Conditions in accordance with relevant data protection legislation and not to use or disclose such information for any unlawful purpose.
- 7.3 We reserve the right to carry out a credit check against you and may register information about you and your account with credit reference agencies. We and other lenders may use this information to make credit decisions. This information may also be used to prevent fraud, to trace debtors and to enforce this Agreement.

## 8. Liability

- 8.1 Nothing in this Agreement will exclude or restrict our liability for death or personal injury resulting from our negligence or that of our employees or sub-Contractors while acting in the course of their employment or engagement or for fraudulent misrepresentation or for any other liability that cannot by law be excluded.
- 8.2 Subject to Clause 9.1, this Clause sets out our total liability to you if the Hosted Telephony Service is not available for a continuous period of twelve (12) hours or more in any one (1) day and that unavailability is attributable entirely due to our fault and you are unable to plug your telephone or redirect to another broadband or number. In the event of such an event our total liability will be limited to the sum of five per cent (5%) of the Charges incurred in the average month for the previous quarter. Such liability will be paid as a credit against the next bill. Our aggregate liability in respect of all causes of action arising in each calendar year whether in contract, tort or otherwise in connection with these Terms and Conditions will not exceed sixty per cent (60%) of the total Charges paid or payable by you for the Hosted Telephony Service in such calendar year or one thousand pounds (£1000), whichever is the lesser sum.
- 8.3 We will not be liable to you in contract tort or otherwise including any liability in negligence for any loss of revenue, business, anticipated savings or profit or for any indirect or consequential loss however arising.
- 8.4 We will not be liable for failure to perform any of its obligations under these Terms and Conditions if we are prevented from doing so by any circumstances beyond our reasonable control, including, but not limited to the acts or omissions of a third-party telecommunications network operator or through your acts, omissions, negligence or default.
- 8.5 In the event of any failure in the Hosted Telephony Service, we will not be liable to you for any Charges incurred by you should you divert your traffic to another Service provider and you will continue to pay the Charges due under this Agreement for the remainder for the contractual Term (subject always to your right to Terminate early under this Agreement).
- 8.6 The provisions of this Clause 8 will continue to apply notwithstanding the Termination of this Agreement.

## 9. Suspension of Service

- 9.1 We may at our sole discretion elect to suspend with immediate effect the provision of the Hosted Telephony Service until further notice without liability or compensation to you on notifying you either orally (confirming the same in writing) or in writing in the event that:
- (a) you are in breach of any of these Terms and Conditions;
  - (b) you prevent or delay any prearranged maintenance from being carried out;
  - (c) we reasonably suspect you of involvement with fraud or attempted fraud in connection with the use of the Hosted Telephony Service;
  - (d) we are obliged to do so in order to comply with an order, instruction or request of any government, emergency Service organization or other competent authority.
- 9.2 If we suspend the Hosted Telephony Service then you will reimburse any costs and expenses reasonably incurred as a result of such suspension and/or the Hosted Telephony Services being reinstated.
- 9.3 If we choose to suspend the Hosted Telephony Service this will not prevent us from also taking other action to Terminate the Agreement.

## 10. Telephone Numbers

- 10.1 If you are provided with a telephone number (including a code) as part of the provision of the Hosted Telephony Services, then that code and number belongs to us and you will have no right to keep that number nor to sell, dispose or transfer that number at any time. We will use our reasonable efforts to ensure that you are able to keep the number during the period of this Agreement but we reserve the right to change the telephone number on reasonable notice at our sole discretion.

If you are not satisfied with the Hosted Telephony Service then they may refer any complaint to the telecommunications Ombudsman, whose details may be found at [www.otelo.org.uk](http://www.otelo.org.uk) or to OFCOM, the communications regulator at [www.ofcom.org.uk](http://www.ofcom.org.uk) or call OFCOM on 0845 456 3000.

## Data Protection Terms and Conditions

### 1. Definitions

- 1.1 In addition to the definitions set out above the following Terms will have the following meanings:
- (a) "DPA" means the Data Protection Act 1998 and the rules and regulations made or having effect under it.
  - (b) "Data Breach" means any act or omission that: (i) compromises the security, confidentiality or integrity of the Personal Data that we Process for and on behalf of the End Customer; (ii) compromises the physical, technical, administrative or organisational safeguards put in place by us that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the End Customer or Accelerator to be in breach of data protection Law (in particular the General Data Protection Regulation);
  - (c) "Data Controller" has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning of "Controller" set out in the GDPR from 25 May 2018; and
  - (d) "Data Subject" has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR.
- 1.2 "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
- (a) "Personal Data" has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR;
  - (b) "Processing" has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018, and "Process" and "Processed" shall be construed accordingly;
  - (c) "Processor" has the meaning of "Data Processor" as set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018; and
  - (d) "Sensitive Personal Data" means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.
- 1.3 "Data Protection Legislation" (Law) means any law relating to the processing, privacy, and use of Personal Data including:
- (a) in member states of the European Union: EU Directive 95/46/EC (Data Protection Directive) or, once applicable, the EU General Data Protection Regulation (EU) 2016/679 (GDPR), and the EU Directive 2002/58/EC (ePrivacy Directive), and all relevant member state laws or regulations giving effect to or corresponding with any of them;
  - (b) any judicial or administrative interpretation of any of the above, any binding: guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority; and
  - (c) without limiting the above provisions, specifically for the United Kingdom: the resulting legislation following the Data Protection Bill 2017.
- 1.3 "Accelerator's Privacy Policy" means the Accelerator Privacy Policy that can be accessed via <https://Accelerator.uk.com/privacy-notice/>.

### 2. Data Protection

- 2.1 The parties acknowledge that the End Customer is the Data Controller and Accelerator is the Processor of the End Customer's Personal Data.
- 2.2 We shall process Personal Data in such a manner and as is necessary for the purposes specified in Clause 3 and, from time to time, in accordance with the End Customer's written instructions. If we are required by law to Process Personal Data otherwise than in accordance with this Clause, we will make reasonable efforts to inform the End Customer of the legal requirement before Processing Personal Data unless prohibited from doing so by Law.
- 2.3 We shall, in connection with this Agreement, comply in all respects with Data Protection Legislation and have established procedures to ensure continued compliance as a Processor under and in accordance with Law.
- 2.4 We shall not transfer End Customer Personal Data outside of the European Economic Area ("EEA") unless we have taken such measures as are necessary to ensure the transfer is in compliance with relevant Data Protection Legislation. Such measures may include (without limitation) transferring the End Customer Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data (such as where the recipient has a Privacy Shield Certification, a copy of which you can obtain from <https://www.privacyshield.gov/EU-USFramework>), to a recipient that has achieved binding corporate rules authorisation in accordance with Data Protection Legislation, or to a recipient that has executed standard contractual Clauses adopted or approved by the European Commission.
- 2.5 We shall ensure that access to Personal Data is limited to:
- (a) employees who need access to Personal Data to meet our obligations under this Agreement; and
  - (b) in the case of any access by any employee, such part or parts of Personal Data as is strictly necessary for the performance of that employee's duties.
- 2.6 We shall ensure that employees that require access to Personal Data:
- (a) are informed of the confidential nature of Personal Data;
  - (b) have undertaken training relating to handling Personal Data; and
  - (c) are aware both of our professional and personal duties and our obligations under Law and this Agreement.
- 2.7 We shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.
- 2.8 We shall implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data having taken account of the:
- (a) nature of the Personal Data to be protected;
  - (b) harm that might result from a Data Breach;

- (c) state of technological development; and
  - (d) cost of implementing any measures.
- 2.9 Appropriate technical and organisational measures may include (without limitation) pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and Services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, taking reasonable steps to ensure the reliability of its employees with access to Personal Data and regularly assessing and evaluating the effectiveness of such measures adopted.
- 2.10 We shall, upon becoming aware, immediately and in any event within seventy-two (72) hours notify the End Customer and relevant body of any Data Breach and shall work together with the End Customer to provide appropriate co-operation and assistance.
- 2.11 We shall make reasonable efforts to comply with any request from the End Customer requiring us to return, provide, amend, transfer or delete any and/or all End Customer Personal Data in the format and on the media reasonably specified by the End Customer with due consideration to the extent Accelerator and the End Customer are required to retain Personal Data by Law.
- 2.12 We shall immediately inform the End Customer if, in our opinion, an instruction from the End Customer infringes Law.

### **3. Data Protection Particulars**

- 3.1 We will Process Personal Data in the context of the IT Services we provide to End Customers.
- 3.2 The nature and purpose of Processing Personal Data may include (without limitation): the purposes of the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract; the monitoring and improving of our website and Services; the proper administration of our website and business; the proper management of our End Customer relationships; the provision of IT Services; purposes of communicating with End Customers and record-keeping; offering, marketing and selling relevant goods and/or Services to End Customers including relevant notifications and/or newsletters; the purpose of supplying purchased goods and Services and keeping proper records of those transactions; the proper protection of our business against risks; and the protection and assertion of our legal rights, your legal rights and the legal rights of others.
- 3.3 The types of Personal Data being Processed may include (without limitation) names, contact numbers, email addresses, work location, postal addresses, employer name and employer company name, usernames and related passwords and card details and transaction details.
- 3.4 Our Data Subjects are End Customers, Contractors, Suppliers and Staff.