

Terms and Conditions

Version Date: 022026

1. Definitions and Interpretation

1.1 "Agreement" means these Terms together with any Order or Statement of Work.

1.2 "Client" means the entity purchasing the Services.

1.3 "Services" means connectivity, voice, mobile, IT support and managed services supplied by NetLinq UK Ltd.

1.4 "Minimum Term" means the fixed term specified in the Order.

1.5 "Third-Party Provider" means any carrier, wholesaler or infrastructure provider relied upon to deliver Services.

2. Formation of Agreement

2.1 An Agreement is formed upon signed Order, written acceptance, purchase order or commencement of Services.

2.2 These Terms apply to the exclusion of any other terms unless expressly agreed in writing.

3. Term and Renewal

3.1 Broadband, VoIP and Mobile: 12-month Minimum Term.

3.2 Leased Line / Dedicated Ethernet: 36-month Minimum Term.

3.3 IT Support / Managed Services: 12-month Minimum Term unless otherwise agreed.

3.4 Following expiry, Services continue on a rolling 30-day basis unless terminated with 30 days' written notice.

4. Early Termination

4.1 If terminated during the Minimum Term (other than for uncured material breach by NetLinq UK Ltd), the Client shall pay all remaining recurring charges, third-party cease fees and outstanding project costs.

4.2 Such charges represent a genuine pre-estimate of loss and are not a penalty.

5. Charges and Payment

5.1 Charges are exclusive of VAT and payable within 14 days.

5.2 Recurring charges are billed in advance unless otherwise stated.

5.3 Late payment may attract statutory interest and recovery costs.

5.4 Non-payment may result in suspension in accordance with Clause 9.

6. Price Changes

6.1 During the Minimum Term, recurring charges will not increase unless: (a) expressly stated as a fixed amount in £ and pence (and timing) in the Order at the point of contract formation; or (b) required due to material increase in Third-Party Provider costs beyond NetLinq UK Ltd's reasonable control.

6.2 Any permitted increase under 6.1(b) shall be limited to pass-through of the actual increase and shall require at least 30 days' written notice.

6.3 If any increase is to the Client's material detriment and was not clearly stated in fixed £/pence terms in the Order, the Client may terminate the Agreement without liability for early termination charges by giving notice within 30 days of the notice of increase (in line with Ofcom General Condition C1 requirements).

7. Service Delivery and Third-Party Dependency

7.1 Installation dates are estimates only.

7.2 Services are dependent upon Third-Party Providers.

7.3 NetLinq UK Ltd shall not be liable for delays, outages or performance failures caused by Third-Party Providers.

8. Fraud and Unauthorised Use

8.1 The Client is responsible for all charges arising from fraudulent or unauthorised use of Services, including PBX hacking, SIP compromise, SIM misuse or call fraud, unless directly caused by proven negligence of NetLinq UK Ltd.

9. Suspension

9.1 NetLinq UK Ltd may suspend the provision of Services: (a) for non-payment of undisputed invoices; (b) where reasonably necessary to protect network integrity or security; (c) where fraud, misuse or unauthorised access is suspected; (d) to comply with legal or regulatory requirements; or (e) where continuation of Services presents material risk.

9.2 Suspension may take effect immediately and without prior notice where reasonably necessary in cases of fraud, security risk or regulatory obligation.

9.3 Suspension shall not relieve the Client of its obligation to pay Charges during any Minimum Term.

10. Service Levels

10.1 Service levels are targets and not guarantees unless expressly agreed in writing.

11. Cybersecurity and Data Risk Allocation

11.1 Security services are risk mitigation services and do not guarantee prevention of all incidents.

11.2 The Client is responsible for maintaining appropriate backups unless explicitly included within the Services.

12. Client Responsibilities

12.1 The Client shall provide safe access, power and suitable environment.

12.2 The Client shall comply with all applicable telecommunications and data protection laws.

13. Equipment

13.1 Title transfers upon full payment unless supplied on a managed basis.

13.2 Loaned equipment remains property of NetLinq UK Ltd and must be returned upon termination.

14. Indemnity

14.1 Each party shall indemnify the other against claims arising from its breach of law, infringement of third-party intellectual property rights, or (in the Client's case) misuse of Services or transmission of illegal/unlawful content.

15. Insurance

15.1 NetLinq UK Ltd maintains appropriate professional indemnity and public liability insurance.

16. Limitation of Liability

16.1 Nothing excludes liability for death, personal injury or fraud.

16.2 NetLinq UK Ltd shall not be liable for loss of profit, revenue, business, goodwill, anticipated savings or indirect or consequential loss.

16.3 NetLinq UK Ltd shall not be liable for losses arising from third-party network failure, cyber incidents not directly caused by its negligence, or Client misuse of Services including failures of electricity supply, internet backbone infrastructure, or upstream telecommunications networks.

16.4 Total aggregate liability in any 12-month period shall be limited to the greater of £100,000 or 100% of fees paid in the preceding 12 months.

16.5 The Client acknowledges that the charges payable under this Agreement have been calculated on the basis of the limitations and exclusions set out in this clause and that such limitations and exclusions are reasonable.

17. Assignment and Change of Control

17.1 The Client may not assign this Agreement without written consent.

17.2 NetLinq UK Ltd may assign or novate this Agreement to any group company, purchaser of its business or assets, or pursuant to any merger or change of control.

17.3 A change in ownership shall not constitute grounds for termination by the Client.

18. Subcontracting

18.1 NetLinq UK Ltd may subcontract delivery of Services whilst remaining responsible for performance. Subcontractors shall be subject to appropriate contractual obligations and confidentiality requirements.

19. Confidentiality

19.1 Each party shall keep confidential all information disclosed by the other that is marked confidential or would reasonably be considered confidential, except as required by law or to perform the Agreement.

20. Warranties

20.1 NetLinq UK Ltd warrants that it will provide the Services with reasonable skill and care.

21. Force Majeure

21.1 Neither party shall be liable for failure or delay in performing obligations (except payment) due to events beyond its reasonable control, including acts of God, war, terrorism, pandemics, strikes, power failures, cyber attacks on upstream infrastructure, or government actions.

21.2 The affected party shall notify the other promptly and use reasonable endeavours to mitigate. If the event continues for more than 60 days, either party may terminate without liability (other than accrued payments).

22. Data Protection

22.1 To the extent NetLinq UK Ltd processes personal data on behalf of the Client (as processor), it shall: (a) Process only on documented instructions from the Client (unless required by law); (b) Ensure personnel are subject to confidentiality obligations; (c) Implement appropriate technical and organisational measures to

secure the data; (d) Not engage sub-processors without prior general written authorisation, provided the Client is informed of any intended changes and given opportunity to object on reasonable grounds.; (e) Assist the Client with data subject rights, security incidents, DPIAs, and audits (at Client's cost if excessive); (f) Delete or return data at end of Services (unless required by law); (g) Maintain records of processing activities.

22.2 The parties shall enter into a separate Data Processing Agreement if required for compliance with UK GDPR Article 28. Details of processing (subject matter, duration, nature, purpose, data types, categories of data subjects) shall be as set out in the Order or as otherwise documented.

23. Regulatory Compliance

23.1 NetLinq UK Ltd complies with Ofcom General Conditions of Entitlement (including GC C1 on contract requirements).

23.2 Prior to contract formation, NetLinq UK Ltd shall provide a Contract Summary (in the prescribed format) to small business Clients (≤10 employees).

23.3 NetLinq UK Ltd shall provide pre-contract information and end-of-Minimum Term notifications as required.

23.4 Complaints shall be handled in accordance with NetLinq UK Ltd's published procedure, with access to Alternative Dispute Resolution (via Ombudsman Services or CISAS) where applicable to small business Clients.

24. Entire Agreement and Variation

24.1 This Agreement constitutes the entire agreement between the parties.

24.2 No variation shall be effective unless agreed in writing.

25. Governing Law and Jurisdiction

25.1 This Agreement is governed by the laws of England and Wales.

25.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.