**hSo Terms and Conditions and Acceptable Use Policy**

**Part A General Terms and Conditions**

**1. Definitions**

The following terms have the meanings set forth below, unless otherwise defined within the Agreement or in the context in which they are used:

- **Agreement**: The terms and conditions under which the Services are provided, as set forth in the Agreement or applicable Service Level Agreement (SLA).
- **hSo**: HighSpeed Office, the entity providing the Services.
- **Customer**: The entity purchasing the Services.
- **Service(s)**: The Services provided by hSo to the Customer under the terms of the Agreement.
- **Facilities**: The network infrastructure and other assets owned or controlled by hSo.
- **Network**: The facilities of the Broadband Network operated by hSo, subject to the terms of the terms and conditions of service for Wholesale Broadband Internet Services.
- **Premises**: Customer Premise Equipment (CPE) or Customer Premise Environment (CPE) owned, leased or operated by the Customer.
- **Service Fee**: The fees charged to the Customer for the Services.
- **Billing Period**: The period during which the Service Fee is calculated.
- **Non-Compliance Fee**: The fee charged for any non-compliance with the terms of the Agreement.
- **Late Payment Fee**: The fee charged for any late payment of the Service Fee.
- **Acceptable Use Policy (AUP)**: The policy governing acceptable use of the Services, as applicable to the Customer.
- **Force Majeure**: Any event beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, strikes, and other similar causes.

**2. For the Purposes of the Agreement the words below have the following meanings:**

- **“AUP”** means the Acceptable Use Policy applicable to the Customer’s use of the Services.
- **“Acceptable Use Policy”** means any policy, rules, regulations or other provisions governing the use of Services or Services access, as may be in effect from time to time.
- **“Acceptance of Terms”** means the Customer’s acceptance of the Terms of Service by such actions as logging into the Software, closing the browser window, or performing any action that indicates acceptance of the Terms of Service.
- **“Agreement”** means the terms and conditions under which the Services are provided, as set forth in the Agreement or applicable Service Level Agreement (SLA).
- **“hSo”** means HighSpeed Office, the entity providing the Services.
- **“Customer”** means the entity purchasing the Services.
- **“Service(s)”** means the Services provided by hSo to the Customer under the terms of the Agreement.
- **“Facilities”** means the network infrastructure and other assets owned or controlled by hSo.
- **“Network”** means the facilities of the Broadband Network operated by hSo, subject to the terms of the terms and conditions of service for Wholesale Broadband Internet Services.
- **“Premises”** means Customer Premise Equipment (CPE) or Customer Premise Environment (CPE) owned, leased or operated by the Customer.
- **“Service Fee”** means the fees charged to the Customer for the Services.
- **“Billing Period”** means the period during which the Service Fee is calculated.
- **“Non-Compliance Fee”** means the fee charged for any non-compliance with the terms of the Agreement.
- **“Late Payment Fee”** means the fee charged for any late payment of the Service Fee.
- **“Acceptable Use Policy (AUP)”** means any policy, rules, regulations or other provisions governing the use of Services or Services access, as may be in effect from time to time.

**3. General Provisions**

All provisions of the Agreement are subject to the provisions of the Agreement and the applicable Service Level Agreement (SLA), as well as any modifications or amendments thereto.

**4. Privacy Policy**

hSo maintains a privacy policy thatprotects the privacy of its users, including the protection of any personal information collected or stored by hSo. The Customer agrees to comply with all applicable laws, regulations, and industry standards relating to the protection of user privacy and data.

**5. Intellectual Property Rights**

hSo owns all intellectual property rights in the Services and the Software, including patents, copyrights, trademarks, trade secrets, and other intellectual property rights. The Customer shall not use any hSo intellectual property rights except as expressly permitted in the Agreement.

**6. Deposit**

Customers requiring Services shall be charged a deposit fee, which shall be paid at the time of order placement. The deposit fee is non-refundable unless otherwise specified in the Agreement.

**7. Payment**

The Customer shall pay the Service Fee for the Services on a periodic basis, as agreed between the Customer and hSo. Failure to pay the Service Fee on time may result in suspension or termination of the Services.

**8. Return Policy**

hSo offers a return policy on Services and equipment, subject to certain conditions and limitations. The Customer shall notify hSo of any intention to return Services or equipment at least 30 days in advance.

**9. Suspension of Service**

hSo may suspend or terminate the Services if the Customer fails to pay the Service Fee on time, violates the Acceptable Use Policy, or engages in any activity that is unlawful or harmful to hSo or its customers.

**10. Termination**

Either party may terminate this Agreement on 30 days’ notice to the other party, without prejudice to any other right or remedy available to either party under this Agreement.

**11. Effect of Termination**

Upon termination of this Agreement, the Customer shall cease using the Services and return all hSo equipment to hSo. hSo will provide a final invoice to the Customer for all unpaid amounts due to hSo.

**12. Entire Agreement**

This Agreement contains the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements between them.

**13. Governing Law**

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which hSo is incorporated.

Terms and Conditions version 51.0 All rights reserved 2020. HighSpeedOffice Limited, trading as hSo. hSo: Commercial In Confidence. Page 1 of 3
hSo Terms and Conditions

24.1 Applicable Law

This Agreement shall be construed in accordance with the laws of England and Wales, and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

24.2 Exclusivity

24.2.1 Unless otherwise agreed in writing by a duly authorised representative of hSo, you may not use or disclose the name of hSo or any part thereof as a trade mark or service mark, or in any other manner to promote or advertise any product or service. You may not use any logo, symbol, or other mark of hSo in any manner.

24.3 Amendments

24.3.1 The Customer hereby acknowledges that the hSo, may from time to time issue notices of and present amendments, modifications, or supplements to the hSo Terms and Conditions and Acceptable Use Policy. The Customer agrees not to use the Networks until it has acknowledged and accepted any such notices or amendments. The Customer hereby consents and agrees that hSo may provide such notices or amendments via a variety of methods, including e-mail, regular mail, or announcement on its website. The Customer shall have the right to terminate this Agreement without penalty if it disagrees with any such notices or amendments. The Customer hereby acknowledges that any such notice or amendment shall be deemed to have been given to the Customer if it is posted to the Customer's address on file with hSo or if it is sent via e-mail to an e-mail address on file with hSo. The Customer hereby acknowledges that hSo disclaims any responsibility for the non-receipt of any notice or amendment.

24.4 Right to enter and disconnect

24.4.1 In the event of a dispute, hSo reserves the right to enter and disconnect the premises where its equipment is located. hSo reserves the right to enter the Customer's premises to substantiate the validity of the Customer's application for service or to verify the information provided to hSo by the Customer. hSo may also enter and disconnect the premises where its equipment is located without notice in accordance with the provisions of this Agreement.

25.0 Applicable Law

25.0.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales, and agree that English is the language of the Agreement.

26.4 Data Protection

26.4.1.1 We comply with our obligations under the Data Protection Legislation. We will process your personal data in such a manner that personal data is kept confidential and secure. Your data will be protected against unauthorized access, theft, loss, and misuse. We shall ensure that all systems and procedures ensure that unauthorized access to sensitive personal data and other protected information are beyond our control. In the event of a data breach, we will notify you within 72 hours of the breach.

29.4 The Annex M Service is available on certain ADSL Services. This Service provides more upstream at the expense of downstream than the standard service. You can choose to use this service or continue with the standard service.

30.18 hSo CloudPBX

30.18.1 You shall be responsible for insuring yourselves against all loss or damage to data. In no event will we or our service providers be liable for any loss or damage to data, including the loss or damage of data due to the failure of any equipment or service. We shall not be liable for any loss or damage to data due to the failure of any equipment or service.

30.19 hSo CloudPBX

30.19.1 You shall be responsible for insuring yourselves against all loss or damage to data. In no event will we or our service providers be liable for any loss or damage to data, including the loss or damage of data due to the failure of any equipment or service. We shall not be liable for any loss or damage to data due to the failure of any equipment or service.
Part A Penetration Testing and Security

39.1 A customer shall comply with the current RPKI policies relevant to Customers, published at www.rpki.net, current RPKI certificates relevant to the Customer's use of the Service, and any other material which is a part of the Service incorporated by reference into these terms. In the event of a security vulnerability to the Service which could result in the exposure of information stored on the Service, you will take such steps as are reasonable, including a timely notice to the Customer, to remedy the security vulnerability. You will also take such steps as are reasonable to ensure that your use of the Service will not infringe the intellectual property rights of others.

40. You shall not be liable for damages caused by such security vulnerabilities or security breaches to the extent that the damages are due to your negligence or intentional misconduct.

41. You shall be liable for damages caused by such security vulnerabilities or security breaches to the extent that the damages are due to your negligence or intentional misconduct.

Part B Billing and Charges

42. You will be billed for your use of the Service(s) at the rate charged for such services as set out in the Order and as updated from time to time. You will pay all charges in accordance with such billing and payment terms as we may from time to time notify you.

43. If you fail to pay any amount due when due, we may charge interest on the amount due at the rate of 1% per month or, if less than 1%, at the highest rate permitted by law.

44. You may be liable for any costs or expenses we incur in connection with any charges or penalties imposed by a third party on us for your use of the Service(s) or on your behalf.

Part C Acceptable Use Policy (AUP)

45. This AUP sets out our policy for the acceptable use of our Service(s). We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this AUP.

General

46. You are bound by the terms of this AUP and any terms and conditions which supplement it. You hereby agree that we may change or modify this AUP from time to time. Your continued use of our Service(s) shall constitute acceptance of any such changes or modifications. You may terminate your agreement with us at any time.

Part D Waiver

47. No waiver by us of any breach or default of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach or default of the same or any other provision.

Part E Legal Terms

48. Nothing in this Agreement shall confer any rights on any persons who are not parties to this Agreement, save where expressly provided otherwise.

Part F Governing Law

49. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which we are incorporated.

Part G Arbitration

50. Any dispute arising out of or relating to this Agreement shall be finally settled by arbitration in accordance with the rules of the arbitration institution in the jurisdiction in which we are incorporated.

Part H Disclaimer

51. We do not warrant or represent that the Service(s) or any part thereof is secure or error-free.

Part I Intellectual Property Rights

52. We shall have no liability for any use, misuse, or unauthorized use of our Service(s) or any part thereof.

Part J Indemnity

53. You shall indemnify us against any claims, costs, expenses, or liabilities which we may incur in connection with your use of our Service(s) or any part thereof.

Part K Severability

54. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Part L Entire Agreement

55. This Agreement represents the entire agreement between us and supersedes any and all prior agreements, understandings, and negotiations relating to the subject matter hereof.

Part M Effective Date

56. This Agreement is effective on the date it is signed by us and you, or on the date we accept your order if no date is specified.

Part N Amendment

57. This Agreement may be amended from time to time by mutual agreement of the parties.

Part O Governing Language

58. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Part P Termination

59. We may terminate this Agreement at any time, without notice, for any reason.

Part Q Notices

60. All notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested.

Part R Entire Agreement

61. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

Part S Amendment

62. This Agreement may be amended from time to time by mutual agreement of the parties.

Part T Governing Language

63. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Part U Termination

64. We may terminate this Agreement at any time, without notice, for any reason.

Part V Notices

65. All notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested.

Part W Entire Agreement

66. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

Part X Amendment

67. This Agreement may be amended from time to time by mutual agreement of the parties.

Part Y Governing Language

68. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.