

# Terms and Conditions

This Agreement ("Agreement") is between Logics Technologies Ltd, and the Customer. The parties agree as follows:

## Important Information

The Customer acknowledges that this is a Voice over Data Network service, and as such, it is dependent on the Customer's connection to the data network and the data network itself. The Customer's service may therefore cease to function if there is a power failure or a failure in the underlying data network.

The Customer understands and acknowledges that this service allows calls to the emergency services numbers 999 and 112 and that calls to these services may fail if there is a power cut or if the customer's broadband connection fails.

The customer understands and acknowledges that the address provided by the customer will be passed to the Emergency Services and will be used in location finding during a 999 call. The customer understands and acknowledges that the address provided is the location that the service will be used and that it is the customer's responsibility to notify Logics of any changes to this information.

## Services

Subject to the terms and conditions of this Agreement, Logics will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. Logics shall take all due care in the provision and maintenance of the service to provide quality and reliability. In the event of any failure or malfunction within our networks Logics shall then correct any failure or malfunction as soon as is reasonably practical.

## Term

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until Logics receives and accepts a completed Order from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges.

Logic reserves the right to reject any submitted Order for any or no reason prior to acceptance by Logics. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term unless terminated or cancelled by either party only as provided in Paragraph 9 below. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

## Fees and Payments

All fees for Services rendered or provided to the Customer shall be in accordance with Logic's price list then in effect.

Logics may, at any time, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period.

All users signing up for the Logics service will be asked to read and agree to our terms and conditions before registration is completed. By agreeing to these terms and conditions the user agrees to abide to the terms and conditions.

When the user purchases services or sets up a direct debit, the user grants Logics continuous authority on the users direct debit until such time as the service(s) are cancelled by the user and any outstanding amount has been paid. This includes all administration and porting fees. Should the user choose to cancel the user's monthly service(s) or auto top ups then Logic's continuous authority is immediately ceased.

In the event that Logics are unable to take a continuous authority payment from the user's card or direct debit then the user will be informed by email and will be prompted to make a payment in order for their services to continue. Unpaid items will be marked as expired and the user prompted to renew. In the event that any amount due to Logics remains unpaid, Logics, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.

All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Logics) shall be paid by the Customer. A £30 direct debit cancellation fee will be applicable.

The customer will pay for all calls made from his account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

## Security of Service

The customer is wholly responsible for the safety and security of the equipment used by them to access the Logics network and services and must put in place such safeguards as necessary to prevent unauthorised use. The customer is responsible for all persons who use their username and password to access the service, whether authorised or not. Logics accepts no responsibility whatsoever for costs incurred by the customer from unauthorised usage of a customer's account.

Logics reserves the right to check the security of a customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

## Content and Customer's Responsibility

Logics will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. Logics shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

Any users causing inappropriate CPU (central processor unit) usage, system load, performing any illegal activities or misusing 999 / 112 services will be immediately suspended.

Customer conduct: Logics will not tolerate bad language, verbal or threatening behaviour either via phone, email or any other form of communication. Logics expects that their Customer Service and support representatives act in a polite and courteous manner at all times although when faced with over demanding, threatening or abusive callers they are empowered to terminate calls and suspend a user's account pending investigation.

Logics reserves the right to determine what constitutes abuse of their staff or services.

Non-UK Telephone numbers: When ordering non-UK telephone numbers you are obliged to conform to the telephone numbering regulations of the country concerned. This will normally mean that you must use the service from within the geographic numbering range you wish to order and should you should register an account with Logics from an address covered by the number range. Failure to do this may result in the loss of your number.

Music on Hold. Licences: Logic's custom Music on Hold service is a storage only system. You are wholly responsible for ensuring that you have the appropriate rights and licences to play the music that you upload. If in doubt, consult the Performing Rights Society.

Take Down. We will remove any content that is contrary to UK law, or considered inappropriate or indecent without consultation or prior notice and at our sole discretion.

Customers are required to keep their user details safe and secure and are responsible for security and integrity of their own local network and email addresses. Any major or minor changes must be emailed to [support@logicsltd.com](mailto:support@logicsltd.com)

Acceptable Usage: Heavy users of the Broadband service, who in Logics's reasonable opinion could be seen to be over-using their service, may at Logics's discretion, find their available bandwidth restricted at certain times of the day and, if persistent, may have service suspended or terminated.

From time to time, Logics will email its customers with information that it judges necessary for the on-going upkeep and maintenance of their accounts and with information about changes, updates and new services that have become available. The Customer agrees to accept these emails unless and until they cancel all active services on their account.

## No Warranty

The Customer agrees to use all Logics Services and facilities, and any information obtained through or from Logics, at Customer's own risk. Customer acknowledges and understands that neither Logics, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. Logics specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

## Limited Liability

Under no circumstances, including negligence, shall Logics, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Logics 's' records, programs or services.

Logics further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

## Indemnification

The Customer shall defend, indemnify, save and hold Logics harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against Logics, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

## Termination

This Agreement may be terminated: (i) by either party, without cause, by giving the other party 30 days prior written notice; (ii) by Logics, at any time, upon 20 days' prior notice if in the sole judgment of Logics, The Customer breaches any material provision of this Agreement and has not cured same by the end of the 20 days; (iii) by Logics in the event of non-payment by the Customer as provided in Paragraph 3 above; and (iv) by Logics, at any time, without notice, if, in Logics's sole judgment, the Customer is in violation of any terms or conditions of Logics's Usage Policy.

## Additional Terms and Conditions

The Customer hereby acknowledges that the Customer has seen and reviewed a copy of Logics's "Usage Policy" provided on the Logics website and that the terms of the Usage Policy are incorporated herein by reference. Logics reserve the right to amend these terms & conditions and the Usage Policy from time to time and the Customer shall be bound by any such amendments. The Customer shall have the obligation to periodically visit Logics' Web site to review the terms and conditions and its Usage Policy and to make certain that the Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

## Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to Logics shall be delivered to its address stated below or its email address as

provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

## Miscellaneous

This Agreement sets forth the entire agreement between Logics and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without Logics' prior written consent. This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of Logics' services.

## Refund and RMA Policy

**Equipment Purchase.** Logics will honour their money back guarantee when the Customer has returned all equipment that has been supplied to them. If you have simply changed your mind about any item ordered, and you wish to return it, you can do so provided you inform us of your decision within 14 days of receipt. The item must not be used and must be 'as new' when returned to us. Customers can complete a form by logging to their account on our website and, if we can't resolve the problem with you directly, you will be issued with an RMA number. You then have 28 days to return the goods to the address you will be provided with. The products must be replaced with original packaging, if not Logics could refuse acceptance of the hardware.

Once we have received the item, we'll issue a refund for the product. All equipment must be returned complete and in its original packaging and in an "as new condition" With the exception of goods delivered incorrectly or that are faulty on arrival, the cost of return carriage is your responsibility

**Calling credit and Services.** No refunds will be given on cancellation for prepaid calling credits, or any of our monthly services.

## Dormant Accounts

Any calling credit and any other assets left on an account that has been dormant for longer than 6 months will be deleted and is not refundable.

## Call Recording

Please note that calls to Logics may be recorded to help us in dispute resolution and for training purposes.

## Cancellation of VoIP Service

Logics's VoIP services can be cancelled at any time but must be done by the customer using the online control panel. After cancellation, Logics services will continue until the expiry of the balance of the 30 day billing period. Part month refunds are not given.

## Cancellation of Broadband Services.

Canceled services will continue to function and be billed for until a cessation notification is received from BT Wholesale Services and all internal processes are complete. The customer will also be required to pay the service cease fees upon cancellation of their service.

Unused parts of monthly billed services are not refundable.

# Porting Numbers Away From Logics

We will only accept porting instructions from the individuals representing business via business email.

In the event of a dispute over the customer's right to port, the email from the person representing the company will be taken as proof of identity before any porting request is accepted. Porting could vary and could up to £50 per number.

## Dispute Resolution & Contact Information

In the event of a dispute between Logics Technologies and the Customer, the Customer in the first instance should contact Logics directly. Full company details are shown below. In the unlikely event that a complaint cannot be settled locally, the ITSPA Code of Practice contains an easily accessible dispute resolution scheme for the purpose of bringing such complaint to a satisfactory conclusion.

### 1. PURPOSE

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1.1 The installed system (CCTV or Intruder Alarm) is designed to reduce the risk of loss or damage to your premises so far as this can be done by the use of this type of equipment. However, we do not guarantee that the system cannot be removed, tampered with or made to stop working by you or any unauthorised person. Should this happen, Logics Technologies are not responsible for any losses you may suffer directly or indirectly.

### 2. PAYMENT

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2.1 A deposit of 70% of the agreed cost of work will be required when the order for installation is placed.

2.2 The balance is payable immediately upon completion of the work by our service engineer.

2.3 Payment is by cash, bank transfer or debit/credit card. The following payment cards are accepted: Visa, MasterCard, Maestro, Delta, Electron or Solo. The card payment is to be completed **BEFORE** the engineer leaves the property. **WE DO NOT ACCEPT CHEQUES.**

2.4 We expect you to pay monies due promptly. If payment to us is overdue, we will charge you interest at 8.5% over the base rate of National Westminster Bank, from the date of our invoice until the date you pay PLUS a late payment fee of £99.00. Should you refuse to pay the money plus any interest and late payment fee due to us, we will transfer the payment collection to a debt recovery agent or solicitor. The additional costs of the debt collection and any legal and court fees will also apply.

### 3. COSTS

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3.1 All quotes are valid for a period of 30 days.

3.2 The quoted costs may be revised if:

1. (a) You require the work to be carried out more urgently than agreed.
2. (b) You change the specification.
3. (c) Your premises are in some way unsuitable for the equipment and this was not apparent during the course of the telephone/e-mail conversation or there are circumstances which we should have been made aware of.

4. (d) any other special circumstances that arise and we were not made aware of in writing when supplying our original quotation arose. This includes:
  1. Re-visits of the installer/technicians/engineer for reconfiguration of the system.
  2. Remote viewing, where the customer is responsible for the availability of a broadband internet service, a router that provides the 'PORT-FORWARDING' function and a public (static) IP address.
  3. The installation work is outside the working hours of 9.00am – 6.00pm Monday Friday, except statutory holidays. Requests made by the customer to install outside these working hours will incur additional charges.
  4. Engineers are asked to work outside standard practices of installations. Unless stated on the Works Schedule or we were made aware in writing when supplying our original quotation. Installs should be carried out in easily accessible areas without the need for additional labour work. This includes:
    - Underground cabling
    - Redecoration
    - Building work
    - Removal of floor boards, Carpet lifting/laying
    - Erecting poles
    - Steel trunking/capping
    - Exceptionally high ceilings
    - Drilling through walls thicker than 300mm

The above will incur additional charges as agreed by the company representatives if required.

*NOTE ~ Additional charges may be made if our engineers/technicians/installers are not provided with access to doors, shutters, windows, or any other areas where cables and equipment needs to be installed thereby incurring extra cable length.*

## 4. GENERAL

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4.1 Any prices quoted on this site are for installations within 15 miles of Croydon. Prices are available on application for locations outside of this area.

4.2 The company (Logics Technologies Ltd) will endeavour to deliver and/or complete security systems as soon after receipt of an order as possible but cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or completion howsoever caused.

4.3 You agree to give us and our workers full access to your premises to survey, measure, install, and test and service the equipment. You also agree to provide an adequate electricity supply for the equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an additional charge. We are not liable if completion is delayed due to circumstances beyond our control. By signing the contract with us, you guarantee that you have full authority to allow the installation and no other consent is needed.

## 5. EQUIPMENT

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5.1 The equipment installed belongs to Logics Technologies until the work is complete and paid for in full by you. If you do not pay the balance of the installation charge immediately upon completion of the work by our service engineer, we have the right to remove the equipment from your premises without notice. By signing the contract with us, you irrevocably authorise us to enter your premises to remove the equipment if payment remains outstanding.

5.2 If you cancel our contract less than a week (7 calendar days) before the scheduled installation date, we will retain your deposit and we may charge you for any equipment that we have bought for your premises and make a reasonable charge for damages for breach of contract. However, a general cancellation fee of a minimum of £150.00 or 7% of the contracted amount, whichever is the greater, shall be charged.

5.3 To ensure consistency of installation, quality and service our engineers will perform pre and post installation checks on the equipment and will photograph completed installations.

5.4 We will provide full training on completion of installation.

## 6. GUARANTEE

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6.1 The customer must notify us immediately of a fault occurring with the security system and we will repair such fault as soon as possible after receiving notification.

6.2 We guarantee that we will repair faults in the installed system free of charge within 36 months from the installation date. This guarantee does not apply to matters stated in condition 6.3.

6.3 The guarantee does not apply if we believe or have reason to suspect that changes have been made to a system/products supplied by our company or to faults caused by the following:

- Incorrect adjustment or positioning by you or others of any part of the system.
- Consumable items of all kinds failing. Consumables are items with a finite life such as lamps and batteries.
- Work carried out by police, fire or other authorities, or by any telecommunication agency or other party.

## 7. REMOTE VIEWING & IT ISSUES

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If we are unable to configure the remote viewing on the day of the scheduled installation due to IT technical issues, ISP unavailability or lack of details such as Router IP address, user name and password then further charges will apply to remotely configure or revisit to complete the set up.

The company (Logics Technologies) cannot be held liable for client IT issues such as change of router, failed connection, and change of internet service provider, re-set of router, new mobile phone, and loss of settings on the router or a new operating system.

## 8. LIABILITY

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8.1 The company (Logics Technologies) shall not be liable for the costs of any work, repairs or replacement of equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.

8.2 The company (Logics Technologies) does not warrant or represent that that the operation of the installation will be uninterrupted or error free. We provide the system to assist in the security of the customer's premises but do not thereby warrant the security of the property, the customer or the contents therein.

8.3 The company (Logics Technologies) does not act and shall not be deemed to act as an insurer of the customer's property or contents contained therein and give no warranty that by virtue of the installation of the system, the property or contents contained therein are completely secure or inviolable.

8.4 The company (Logics Technologies) shall have no liability in contract for any loss suffered and in particular, we do not accept any liability whatsoever for any consequential loss or damage (including loss of earnings or profits) which may arise from any malfunction or defect of the system.

8.5 The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

## 9. FORCE MAJEURE

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Logics Technologies shall not be liable to the customer or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any obligations in relation to the equipment, provided that the delay or failure was due to any cause beyond reasonable control of Logics Technologies. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control of Logics Technologies: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Logics Technologies or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

## 10. APPLICABLE LAW

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This contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the Courts thereof.