STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Lockcode Limited, a company registered in England under 05078345 of Plaza 8 Kd Tower, Cotterells, Hemel Hempstead, Herts, United Kingdom, HP1 1FW.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Calendar Day"	means any day of the year;
"Contract"	means the contract for the provision of Services, as explained in Clause 2;
"Deposit"	means an advance payment made to Us under sub-Clause 4.5;
"Month"	means a calendar month;
"Price"	means the price payable for the Services;
"Services"	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
"Special Price"	means a special offer price payable for Services which We may offer from time to time;
"Order"	means your order for the Services;
"Order Confirmation"	means Our acceptance and confirmation of your Order as described in Clause 2;
"We/Us/Our"	means Lockcode Limited, a company registered in England under 05078345 of Plaza 8 Kd Tower, Cotterells, Hemel Hempstead, Herts, United Kingdom, HP1 1FW and includes all employees and agents of Lockcode Limited.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions

carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

2.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

2.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

2.4.1 The main characteristics of the Services;

2.4.2 Our identity (set out above in sub-Clause 1.1) and contact details (as set out below in Clause 10);

2.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

2.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;

2.4.5 Our complaints handling policy;

2.4.6 Where applicable, details of after-sales services and commercial guarantees;

2.4.7 The duration of the Contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

2.4.8 Where applicable, the functionality, including appropriate technical protection measures, of digital content;

2.4.9 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

3. Orders

3.1 All Orders for Services made by you will be subject to these Terms and Conditions.

3.2 We may cancel your Order at any time before We begin providing the Services in the following circumstances:

3.2.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or

3.2.2 An event outside of Our control continues for more than 7 days (please see Clause 8 for events outside of Our control).

3.3 If We cancel your Order before We begin providing the Services under sub-clause 3.2 and you have already made any payments to Us under Clause 4 the payment(s) will be refunded to you within 30 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

4. Price and Payment

4.1 The Price of the Services will be that shown in Our pricing document in place at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

4.2 All Prices exclude VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.

4.3 The balance of the Price will be payable on a monthly basis in arrears during the provision of the Services.

4.4 We accept the following methods of payment:

4.4.1 BACS Transfer;

4.4.2 CHAPS.

4.5 If you do not make payment to Us by the due date we may charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of the Bank of England. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

4.6 The provisions of sub-Clause 4.5 will not apply if you have promptly contacted Us to dispute an invoice in good faith.

5. Providing the Services

5.1 We will begin providing the Services on the date specified in your Order (and confirmed in Our Order Confirmation).

5.2 We will continue providing the Services for the agreed period

5.3 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 8 for events outside of Our control.

5.4 If We require any information from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. .

5.5 If the information you provide under sub-Clause 5.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided We may charge you a reasonable additional sum for that work.

5.6 In certain circumstances, for example where there is a delay in you sending Us information required under sub-Clause 5.4, We may suspend the Services (and will inform you of that suspension in writing).

5.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue.

Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.

5.8 If the Services are suspended under sub-Clauses 5.6 or 5.7, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).

5.9 If you do not pay Us for the Services as required by Clause 4, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 4.5.

6. Problems with the Services

6.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform Us as soon as is reasonably possible in writing.

6.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

6.3 We will not charge you for remedying problems under this Clause 6 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by you, sub-Clause 5.5 will apply and We may charge you for remedial work.

7. Our Liability

7.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

7.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

8. Events Outside of Our Control (Force Majeure)

8.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control.

8.2 If any event described under this Clause 8 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

8.2.1 We will inform you as soon as is reasonably possible;

8.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

8.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

8.2.4 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

8.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 9.3.3.

9. Cancellation

9.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 3.2.

9.2 Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 30 calendar days' written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 30 days. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4.

9.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 30 days. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4. If you cancel because of Our breach under sub-Clause 9.3.1, you will not be required to make any payments to Us. You will not be required to give 30 days' notice in these circumstances:

9.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 30 days of you asking Us to do so in writing; or

9.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or

9.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 8.2.5).

9.4 We may cancel your Order for the Services before the Services begin under sub-Clause 3.2.

9.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 30 days' written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 30 days. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you

will be required to make payment in accordance with Clause 4.

9.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you within 30 days. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4. We will not be required to give 30 days' notice in these circumstances:

9.6.1 You fail to make a payment on time as required under Clause 4 (this does not affect our right to charge interest on overdue sums under sub-Clause 4.5); or

9.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 30 days of Us asking you to do so in writing; or

9.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 8.2.4).

9.7 For the purposes of this Clause 9 (and in particular, sub-Clauses 9.3.1 and 9.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 9.3.1 and Us under sub-Clause 9.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

10. Communication and Contact Details

10.1 If you wish to contact Us, you may do so by telephone at 07857 163225 or by email at samantha@lockcodecybersecurity.com.

10.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

10.2.1 Contact Us by email at samantha@lockcodecybersecurity.com; or

10.2.2 Contact Us by pre-paid post at Lockcode Limited, Plaza 8 Kd Tower, Cotterells, Hemel Hempstead, Herts, United Kingdom, HP1 1FW.

11. Complaints and Feedback

11.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

11.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

11.2.1 In writing, addressed to Samantha Sanderson, Lockcode Limited,

Plaza 8 Kd Tower, Cotterells, Hemel Hempstead, Herts, UK, HP1 1FW

11.2.2 By email, addressed to Samantha Sanderson at samantha@lockcodecybersecurity.com;

11.2.3 By contacting Us by telephone on 07857 163225

12. How We Use Your Personal Information (Data Protection)

12.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the GDPR.

12.2 We may use your personal information to:

12.2.1 Provide Our Services to you.

12.2.2 Process your payment for the Services.

12.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time..

12.2.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

13. Other Important Terms

13.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

13.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

13.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

14.2 Any dispute, controversy, proceedings or claim between Us and you relating to these Terms and Conditions (or the Contract) (including any non-

contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.