

# Terms & Conditions - Partner Programme

THE PARTIES AGREE AS FOLLOWS:

## 1. Definitions

In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

**"Agent"** means a representative who acts on behalf of C4L

**"Agreement"** means the Partner Agreement concluded between C4L of which these Conditions form part.

**"Business"** means any person, corporate body or other legal entity using the Service and operating as a business;

**"Customers"** means any customer of the Partner;

**"Marks"** means the trademarks, logos and service marks with which Branding Partners are entitled to brand the Service in accordance with the Branding Partner Agreement;

**"Partner Portal"** means the C4L online partner portal;

**"Partner"** means you the company or individual purchases services from C4L with the intention of reselling them rather consuming them.

**"Service"** means communication, data or infrastructure services, described in detail on the Products page and available in the Partner Portal.



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## 2. Agreement Statement

This Partner Agreement is between you the Partner and C4L. This Agreement explains the basis upon which transactions between you, the Partner, and C4L will take place and our responsibilities toward each other. The effective date of this Agreement shall be the date that you the Partner completes C4L's Partner signup process. You the Partner also agree to be bound by the terms of this Agreement for transactions entered into by any user using your secure Partner Portal login. Partner also agrees to be bound by any applicable Agreements, policies, or procedures posted on the C4L web site, as well as any changes that may be made to them. To complete the Partner signup process, Partner must read this entire Agreement and agree to be bound by all the terms and conditions.

This Agreement as well as any additional C4L policies, together with all modifications thereto, constitute the complete and exclusive Agreement between You the partner and C4L concerning your use of C4L's Services, and supersede and govern all prior proposals, Agreements, or other communications.

All C4L policies and Agreements specific to a particular Service are incorporated herein and made part of this Agreement by reference.

By purchasing C4L's services, you the Partner acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or Agreements made part of this Agreement or by any Agreements that C4L is currently bound by or will be bound by in the future to deliver the required service.

## 3. Prices

3.1. All prices for services provided by us to you are in Pounds Sterling unless stated otherwise and are subject to all applicable taxes, including but not solely Value Added Tax at the rate prevailing at the tax point of sale.

3.2. You may set the prices paid by your customers for C4L services at an amount of your choosing.

3.3 We retain the right to revise our prices to you. Such revisions shall apply to orders received by C4L on or after the effective date of the revision. A revision of price or edition will require a Notice of thirty (30) days. We will inform you by email and/or the Portal of any changes in prices, but it remains your responsibility to confirm for yourself the current price of the C4L service before entering into contractual Agreements with third parties.

3.4 The Partner shall be responsible for any appropriate licensing fee.

3.5 The Partner will automatically benefit from the decreased pricing structure of a higher tier Agreement (e.g. Gold or Platinum) upon reaching the minimum sales amount of tier.

## 4. Acceptance & Payment

4.1 All orders are subject to acceptance by C4L and payment is due prior to the release of a service.

4.2. Payment shall be made in Pounds Sterling to C4L into the account designated by C4L, or as may otherwise be agreed in writing by the parties. Payments are due upon presentation of invoice. If due to bank charges, transfer fees, or the like, C4L should receive less than its invoice amount, other than charges by credit card companies, C4L Limited will re-invoice you for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by C4L within thirty (30) days after presentation, or less if stated on the invoice, C4L will impose a debt service charge amounting to three percent (3%) above the base rate quoted from time to time by HSBC Plc, of the overdue balance for each 30-day period or fraction thereof the overdue



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amount remains unpaid. In the event that any amount remains unpaid forty-five (45) days after presentation of invoice, C4L may discontinue, withhold, or suspend services to you and/or your customer(s) to whom such unpaid amounts relate. Failure of your clients to pay in no way relieves your obligations to make full payment.

4.3. You the Partner hereby agree to pay any and all legal fees, court costs, and related expenses incurred by C4L in the collection of any amount due.

4.4. You the Partner show your intent to proceed with the Agreement by returning this Agreement signed via post, email, fax or the Portal.

4.5. Where relevant, services are to be paid for via the Direct Debit form included in this document and by accepting this Agreement and returning the signed agreement and Direct Debit mandate you the Partner acknowledge that C4L shall debit the agreed account for the services taken on a monthly basis by the amount due.

## 5. Duties of Partner

5.1. You the Partner will support end users by providing support.

5.2. A service is sold under the absolute condition that it may not be used to send unsolicited commercial emailing, bulk emailing, copyright violation, defamatory speech, distribution of Internet viruses, worms, Trojan horses and other destructive activities, flaming or illegal pornography or abusive UseNet postings. Any such use, or what may be reasonably interpreted as such use would be a breach of the license of use and notwithstanding any payments made or received will cause C4L to take such action as is necessary to preserve the good name of C4L at their sole discretion.

5.3. In acting as a Partner you will conduct yourself in an ethical and lawful manner, will exercise your best efforts to achieve a high level of customer satisfaction, and will do nothing to bring the reputation of C4L into disrepute.

5.4. At no point prior, during or post reselling C4L services do you the Partner become an agent for C4L. Any misrepresentation to a customer by the Partner will result in C4L terminating the Agreement with the Partner still being liable for the remaining amount of the Agreement.

5.5 It is the sole responsibility of you the Partner to ensure that neither you, your company or your customers uses C4L's Mark's without it express written permission. Any request to do so must be entered to C4L via written correspondence.

## 6. Duties of C4L

C4L will use its best endeavours to support you in all matters relating to the resale of its products and services.

## 7. Rules & Regulations

C4L may impose reasonable conditions regarding the use of its services from time to time. You the Partner shall be responsible for imposing any such conditions on your customers to the extent necessary to ensure compliance.

## 8. Limitation of C4L Obligations & Liability



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8.1. C4L will utilize its best efforts to maintain acceptable performance of services contracted for, but C4L makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. C4L cannot guarantee continuous service at any particular time, or integrity of data stored or transmitted via its system or via the Internet unless otherwise stated. C4L will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. C4L shall not be liable to you or any of your customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non - deliveries, or service interruptions whether or not caused by the fault in service or negligence of C4L.

8.2. Services provided by C4L to you shall be deemed accepted for all purposes three days after presentation of invoice for such services, if no written claim or objection regarding such services has been received by C4L Limited within that 3-day period. No claim related to such accepted services shall be raised.

8.3. C4L's liability to you and any end user of its services is limited to the amount paid to and received by C4L for services not accepted. In no event shall C4L be liable to you, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if C4L has been advised of the possibility of such damage.

8.4. You will take all necessary measures to preclude C4L from being made a party to any lawsuit or claim regarding services provided to any Partner or end user. You hereby agree to indemnify and hold harmless C4L from any and all claims of whatever nature brought by any of your customers against C4L in excess of the remedy set forth in paragraph 8.3.

## 9. Confidentiality

You the Partner acknowledge that by reason of your relationship with C4L hereunder, you may have access to certain information and materials relating to C4L's business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to C4L, which value would be impaired if such information were disclosed to third parties. You agree that you will not use in any way for your own account or for the account of any third party, nor disclose to any third party, any such information revealed to it by C4L. You further agree that you will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this Agreement, there shall be no use or disclosure by you of any such confidential information in your possession, and all confidential materials shall be returned to C4L or destroyed. The provisions of this section shall survive the termination of the Agreement for any reason. Upon any breach or threatened breach of this section, C4L shall be entitled to injunctive relief, which relief shall not be contested by you.

## 10. Relationship of the Parties

The relationship between C4L and you the Partner is that of vendor and purchaser. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This Agreement is a commercial Agreement between businesses, not a consumer Agreement. You have no authority, apparent or otherwise, to contract for or on behalf of C4L, or in any other way legally bind C4L in any fashion, nor shall you be authorized to make any representations about its services other than to set forth its responsibilities as outlined in this Agreement and in our published information.

## 11. Branding

Under no circumstance will the Reseller brand, use or market any services, products or marketing material using the C4L Marks unless with explicit written consent.



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## 12. Disputes

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in paragraph 9 shall be subject to formal accredited arbitration upon written demand of either party. Arbitration shall take place in England or at another location if the parties so agree.

## 13. Nonassignability

Partner's rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of C4L, which consent shall not be unreasonably refused.

## 14. Partial Invalidity

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. C4L and you agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

## 14. Intellectual Property Rights

As between the Customer and C4L all Intellectual Property Rights in any document, information, materials, Computer programs and data supplied by C4L to the Customer in connection with the Services shall belong to C4L.

## 15. Applicable Law, Jurisdictional Matters

This Agreement takes effect when accepted by C4L. It is to be governed by and construed under the laws of the England which shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this Agreement. You hereby expressly consent to (1) the use of English law and (2) service of process being effective upon it by registered mail sent to the address set forth on page 2 of 8 in this document, as may be changed from time to time by written notice actually received by C4L. C4L will comply with all orders issuing from tribunals having jurisdiction over C4L, and that such compliance could affect the services provided by C4L to you or your customers; you agree to hold C4L harmless from any claims resulting from such compliance.

