

## **1- Accounts.**

(a) In order to provide a Service, the Customer is required to create an account in our client Area, which must have current, accurate and relevant information all the time. This information includes but may not be limited to; full name, physical address, incorporation information (if applicable), contact telephone number, individual email address, shared/departmental email address (if applicable) and payment information.

This information is required so that we can always provide a service, to ensure confidentiality/integrity/availability, process payments, ensure that we are able to contact the Customer (and vice-versa) and to be able to establish a contract between the Parties.

(b) The Customer must safeguard all their accounts, systems and services to the highest extent possible; ensuring that they follow cyber security industry best practice. No-one other than authorised personnel should have access to credentials, API or access token. Customers shall ensure that they utilise the latest security features available within their accounts, systems, services, and on their devices. Innova Communications Limited are not liable for any access, misuse or compromise undertaken on any Account or Service under any circumstances – including the access, usage, destruction or processing of information (whether authorised or not) contained within the applicable system, service or account. The Customer is liable for all activities, abuse or misuse which takes place on the services. This clause applies regardless of whether these actions were undertaken by authorised personnel or not.

## **2.0 – Miscellaneous.**

(a) Customers and Users have the ability to generate and upload text, links, information, graphics, photos, audio, videos, or other like materials Innova Communications Limited takes no responsibility for any Content uploaded to or generated on the Service, nor do we expressly or implicitly endorse, support, control or guarantee the completeness, truthfulness, accuracy, or reliability of any information uploaded to or generated on the service. By generating or uploading Content, the Customer represents and warrants that all content is legal, they are solely responsible for the content and have all rights, power, and authority necessary to grant the rights to Customer Content contained within these Terms.

(b) Any name, text, link, information, graphic, photo, audio, video, other like materials, websites or software hosted using the Service must not contain anything that constitutes or could be construed as: (a) offensive or objectionable; (b) an infringement of copyright, intellectual property, trademark, trade secret, privacy, publicity or other rights or the good name of any Customer, User or any third parties; (c) harmful to any form of computer system or network; (d) unlawful or otherwise illegal; (e) information, data or knowledge used, obtained or retained in contravention of the laws of England & Wales, or any applicable confidentiality, copyright or intellectual property rights (f) Hacked Materials (as defined in this Agreement); or (g) anything not previously listed that is proscribed or otherwise protected by the laws of England and Wales, or international law. By using the Service, the Customer irrevocably warrants and declares that it does not represent or imply that the Innova Communications Limited endorses any such actions, views or content uploaded, transferred, stored, uploaded, posted, generated, published or otherwise made available via their use of the Service to Innova Communications Limited hosted systems, services or accounts by the Customer or one of its users. The Customer accepts that by using the Service they shall hold Innova Communications Limited harmless, in accordance with Section Fifteen (15) of this Agreement, and that the customer is wholly liable for and shall assume full responsibility for any such Content. Users are solely responsible for the Content created with, on or uploaded to the Service of our customer, and they acknowledge that they may expose themselves to liability if they, or one of their customers or users, post or share content without all necessary rights.

(c) The Services are not to be used for any unlawful or proscribed purpose. Should the Company suspect or detect illicit activity under any customer's services or accounts, we reserve the absolute sole right to suspend all Services and any applicable accounts in question with immediate effect and without refund. In the event of any Account or Service suspension or termination, we endeavour to notify the customer when any such suspension or termination becomes effective, the reason behind our decision and any appeal avenues, if available.

(d) Without written permission from Innova Communications Limited, any interference with, damage or disruption to any part of our website, systems or services is strictly prohibited.

(e) We do not screen, edit, or monitor any content uploaded to or generated on, or via, any system or service. We may, in our absolute sole discretion, delete or remove access to content at any time and for any reason constituting an infringement of legal framework. The Company reserves the right to suspend, remove or otherwise terminate services should any use be deemed as abuse, misuse or otherwise unreasonable at any time, during the lifetime of the Customer's service.

(f) Do not probe, scan or test for any vulnerabilities on any of our services, systems, or websites. The scope includes without limitation all Innova Communications Limited, customer and supplier systems and websites. No one must make attempts to decompile or reverse engineer any part of our websites, systems or services to access or exploit such systems, services, accounts or websites, nor to harm our network, its availability, or the reputation of our Company.

(g) When visiting, enquiring or requesting support from our team, methods of communication made available to Customers must not be abused nor used for any other purpose for which they were designed to be used. Our staff make every endeavour to assist in whatever way they can, but abuse directed to staff is not tolerated and may result in the suspension or termination of services and civil/criminal liability.

(h) In an effort to continually assess and improve Customer satisfaction and the quality of support provided as well as to record and prevent, detect and report abuse and misuse, all telephone calls are subject to recording and support tickets logged may be anonymised, archived and retained for future review.

(i) Any information, data or content that Customers or users upload to the Service will always belong to the respective owners. We never own, access or sell your data.

(j) Dependent upon the type of Service a Customer may purchase, or which package within a given service category is chosen, the Customer shall be issued with varying levels of network connectivity. Unless explicitly stated that your Services are provisioned on Bandwidth (per TB) or a ninety-fifth (95th) percentile basis. Once your quota has been consumed, your network connectivity will either: (a) be subject to disconnection from our network, or (b) charged an overage fee on a per-TB or per-Mbps basis. The choice of which option is taken is solely at the discretion of Innova Communications Limited and considers several factors. When a customer is subject to suspension or disconnection of services, will charge the Customer a re-connection fee. Failure to settle the outstanding amounts and/or associated fees, shall result in a continued disconnection of Services until outstanding dues are paid in full. Should the Customer's use of the network be used in a manner which has the potential to adversely affect other customers or users. We reserve the right to disconnect network services for an indefinite period if it is deemed, by the Company, to be abuse/misuse.

(k) We always listen to customer, partner and user feedback. We welcome any suggestions or feedback anyone may have. Any ideas, suggestions, or feedback that anyone provides to us is done so

entirely voluntary, and the submitter agrees that Innova Communications Limited may use such ideas, suggestions, and feedback without notice, compensation or obligation to you in any number of copies, formats or way, anywhere and anytime.

(l) Including, without limitation: storage, transfer, publication, referencing to or about, distribution or hosting of content, materials, knowledge, credentials or any other information or data which is obtained through, including but not limited to: security breaches, intrusions, unauthorised access, unauthorised interception, theft, or access which exceeds a given authorisation (i.e. from an insider) of a building, person, company, computer system, network or any electronic device (“Hacked Materials”), information which is deemed restricted, protected or confidential or information which is intentionally dishonest, untrue or manipulated is strictly prohibited – whether in whole or in part. Any individual or entity who acts in contravention to this, shall be subjected to service termination with immediate effect.

### **3 – Customer Responsibilities.**

(a) By using the Services, Customers and Users warrant that all Content they store on our infrastructure or transfer across our network either belongs to them or that they have the explicit and lawful permission from the rightful owner to use, store or transfer such Content. (We may request a copy of this permission should an infringement case arise).

(b) Customers and Users represent and warrant that their use of our Websites and Services is not contrary to international law, as well as the laws of England and Wales, including without limitation applicable import or export controls, regulations and sanctions.

(c) Our websites, services and systems may enable our customers and users to share and publish content to websites or social media platforms. Innova Communications Limited are not responsible for what is shared or published to any such platforms, forums or services.

(d) The customer must comply with all terms, conditions, obligations, policies and agreements which are applicable to them and/or are within our Legal Centre. The Customer shall represent, warrant and procure that all sub-accounts, users, reseller customers and content under their account and/or service always remain compliant. We reserve the right to suspend, cancel or terminate accounts and/or services for non-conformance.

(e) The Customer agrees to pay Innova Communications Limited, in advance, for services to be rendered. Subsequent payments are due on the anniversary date of their respective payment schedules – either on a monthly, quarterly or annual basis.

(f) Customers agree that until and unless they notify Innova Communications Limited using the official cancellation request process from within our Client Area, all services delivered to the Customer by Company, are considered active, billable, and shall continue to be billed on a recurring basis. Any overdue payments shall be subject to a reasonable late payment fee.

(g) The Customer agrees that monthly schedules require 30-days’ notice prior to the next renewal date and for all quarterly, 6-monthly or annual term schedules, recurring charges and renewals that are not cancelled at least 90 days prior to the next renewal date, are considered active and billable and shall be invoiced as such. It is the Customer’s responsibility to ensure that their payment and client information is up to date and that all invoices are paid on time.

(h) The Customer is solely responsible for any charges against payment methods associated with the Client Area account at any time

(i) Innova Communications Limited reserves the absolute right to charge or otherwise debit owed dues from a customer's payment methods, such as credit card or other payment information we have on file. We are not responsible for any charges, costs or fees raised by the Customer bank or Payment Method provider because of their account being invoiced. Innova Communications Limited provides a discretionary grace period from the time invoices are generated. Services will be restricted on three (3) to five (5) days past due. Service interrupted for non-payment will remain restricted until the dues owed are paid in full. The Customer's Services risks termination should full payment not be received after 7 days from the invoice due date. We are not responsible for any loss of data or service due to Service suspension or termination.

(j) A customer or user may not use their service, systems or accounts to attempt to breach, breach the security of another system, website or service. Attempting to obtain or acquire access to another customer or user's system, service, account, credentials or other authentication tokens/certificates, are strictly prohibited and will result in the termination of services and/or accounts, leaving an offender liable to disruption, criminal penalties and/or civil prosecution.

(k) The customer or user may not attempt to circumvent any authentication or security of any system or account. Users who violate such systems or network security may incur criminal or civil liability. We will cooperate fully with law enforcement investigations, hearings and enquiries in relation to violations of any websites, systems or networks.

(l) We receive a certain number of requests to reset passwords for managed or professional services in which self-service resolution may not be an option. In order to protect our customers and to uphold security, we request that Customers raise a ticket for non-self-serviceable password reset requests with our support centre or alternatively email [help@innovacommunications.co.uk](mailto:help@innovacommunications.co.uk) from the email address registered on the account, system or service which is affected. Our team will action your request in a timely manner and undertake verification to ensure the account holder is the person requesting the credential reset. We deliver the updated credential using several methods, which include but are not limited to end-to-end encrypted emails. This is due to the likelihood of the message in question being subject to the following, which includes but is not limited to: loss, delay, interception, destruction or corruption.

(m) Customer's agree to make all requests for credential resets in writing and they will indemnify and hold harmless Innova Communications Limited and its officers and agents, in accordance with our indemnification clause contained in this agreement below, against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind arising out of issuing or resetting any credential or authentication information, whether or not at their instruction, and delivering this via a method of Innova Communications' or the customer's choosing.

#### **4 – Service Particulars.**

(a) By purchasing, accessing or otherwise consuming Innova Communications' Services in any way, the Customer acknowledge and agree that they have read, in-full, this Terms of Service Agreement and the remainder of our Legal Centre. The Customer accepts and acknowledges that they are bound to all the Terms of this Agreement, along with any new, additional Terms, conditions or policies that we may establish.

(b) Customers & Users retain all ownership rights they have in relation to their Content. When Content is created with or submitted to the Service, under all copyrights, trademarks, patents, trade secrets, privacy & publicity rights and other intellectual property rights, the Customer or User hereby grant Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sub-licensable licence to use,

reproduce, transmit, print, publish, prepare, publicly display, exhibit, distribute, redistribute, copy, store, index, comment on, modify, adapt, translate, create derivative works based upon, perform, publicly perform, make available as well as any and all like actions for such User Owned or Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with Innova Communications' Services and on any third-Party websites and platforms - such as Facebook, Instagram, YouTube and Twitter) and the usage or otherwise of Content which includes any name, image, depiction, username, voice, or likeness provided in connection with the Customer or User's Content in all media formats, in any number of copies and without limit as to time, manner and frequency of use, without further notice to the Customer or User, with or without attribution, and without the requirement of permission from or payment to the Customer or User or any other person or entity.

(c) The customer acknowledges and agrees irrevocably, we reserve the absolute sole right to conduct reasonable screening and background checks against any Customer to ascertain, predict or otherwise protect against fraud, abuse, misuse or sanctions evasion. When a customer is subject to such screening, provisioning of services may be delayed. (d) The Customer or User may use the Service(s) for lawful purposes only. Their use of the Services must not be contrary to any law, legislation, directive or regulation, including copyright or other intellectual property law or any actions that that can be deemed harmful, offensive, fraudulent or to transmit any data, send or upload any material that is harmful to computer systems or networks, including content which contains viruses, trojans, worms, keystroke loggers, adware, spyware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware are strictly prohibited. The Customer warrants that their use of the Service will not be used for the purpose of the sale of contraband, illegal items/activities or the harming or attempted harming of minors in any way.

(e) We are not responsible, nor liable, in any way for what a customer or user chooses to do with their Service. We do not proactively monitor what users do with their servers or websites, nor are we obliged to. We do not actively control, filter or limit the capability of our network in any way. We take abuse of our network seriously and should any nefarious, abusive or unlawful usage of the Service be reported to us through official channels, we will take immediate action to investigate and act accordingly.

(f) The Company reserves the right to suspend or terminate a customer's or user's service, for any reason, including any of the following reasons, which include: (a) outstanding invoices, (b) suspect, harmful or malicious content stored, displayed, hosted or distributed under their Service, (c) malicious activities taking place under their Service or Account (i.e. Phishing etc.) or where one of our customer's users are not compliant with our Legal Centre.

(g) Email functionality may be provided, whether directly or indirectly, and used by the Customer as part of their service. Should we determine or otherwise detect bulk email sending, malicious emails, abuse/misuse, Unsolicited Bulk Emails (UBE), spam, phishing or viruses, we reserve the right to suspend, terminate or otherwise cancel your Service at our sole discretion.

(h) We enforce a stringent anti-abuse policy for all our platforms and services. Should one of our customer's websites, instances or similar become under significant load, whether through abuse or otherwise, in any capacity which has the potential to affect other Customers or Users, or that Customer's use of the Service is determined to be abusive or illegal, we reserve the absolute sole right to intervene, mitigate or otherwise neutralise any and all impacts by any means possible. We encourage anyone with concerns about a customer using our Services, to get in touch with our Abuse, Trust & Safety Team as soon as they can.

(i) At any time, whether with advanced notice to the Customer or not, the Company reserves the right to perform maintenance on systems or relocate, repurpose or replace equipment being used by the Customer.

(j) At all times, Innova Communications Limited shall reserve the right to exercise the following, with respect to any Services:

I. Without any notice to the Customer, increase or decrease the cost of the Service or add-ons used in conjunction with or as part of the Service

II. Invoice the Customer from fourteen days prior to the renewal date, unless specified in an alternative arrangement or Agreement

III. Reserve the right to suspend or disconnect any Services that have not been paid after more than five (5) days of their renewal date and the right to prohibit the Customer access their server or data if the Customer has overdue or outstanding invoices

IV. Interest shall accrue on overdue invoices from the due date until payment at the rate of 5% until the owed dues are paid, or Service has been terminated.

V. Reserve to right to suspend Service from time-to-time in accordance with applicable notice to carry out any necessary maintenance work to our equipment.

VI. In the event a suspension is implemented as a consequence of the breach, fault, act or omission of the Customer, the Company shall request payment to the Company, covering all reasonable costs and expenses incurred by the implementation of such suspension or recommencement of the provision of the Service and the Company may recover any other losses suffered as a result of such breach, fault, act or omission.

(k) The company reserves the absolute right to suspend or terminate customer's service at any time where their use of the service is an infringement of terms, conditions, policies, procedures, or agreements in place. Examples include, without limitation: (l) This may include but not limited to: outstanding invoices, suspect, harmful or malicious Content stored, displayed, hosted or distributed under their Service, malicious activities taking place under their Service or Account (i.e. Phishing or Business Email Compromise (BEC)) or as a reseller Customer, one of their Customers is non-compliant with our Legal Centre. The Company may, at its sole and absolute discretion and without prejudice to any right which it might have to terminate this Agreement or Service, elect to suspend forthwith provision of the Service until further notice – including in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, law enforcement official or any other competent administrative authority, in which the Company's ability to provide the Service is hindered or restricted - or the Customer's ability to legally use the Service is rescinded.

#### **5 – Refund Policy.**

The Customer agrees that they shall not, at any time, be entitled to any form of refund with respect to their services unless at the absolute, sole discretion of the Company.

#### **6 – Third Parties.**

(a) Our websites, systems or services may contain links to websites, systems or services which are external to us. This means that their terms, conditions and privacy policies and practices will most likely differentiate from the Innova Communications Legal Centre; and we are not responsible, liable, nor accountable for those websites, its policies or whether the websites, resources or systems are safe and secure.

(b) Like all companies, Innova Communications relies on third-party vendors for some of its software. Innova Communications is not liable under any circumstances for any claims arising from the customer or user usage of third-party software or any other activities undertaken by the Customer/User. The customer agrees to

indemnify and hold Innova Communications harmless entirely, in accordance with the indemnification section contained within this Agreement.

## **7 – Our Rights**

We reserve the following rights, which we may exercise at any time and in our absolute sole discretion and without liability or notice to the customer or one of its users. We may; (a) change parts or all of the websites, systems or services and their functionality; (b) suspend or discontinue parts or all of the systems, websites or; (c) terminate, suspend, restrict or disable the customer or user's access to or use of parts or all of the system, website or service; (d) terminate, suspend, restrict or disable access to the customer or user's account or parts, some or all of your systems, website or services; and (e) change the eligibility criteria to use any such system, website or service. If such eligibility criteria changes are prohibited by law where the customer or user resides, we reserve the absolute right to revoke the right to use the websites, systems or services in that jurisdiction.

## **8 - Copyright Infringement.**

In the event a customer or user are believed to be infringing copyright, patent, trademark, intellectual property or other contents rights, we endeavour to act swiftly to assess and verify each claim (including any alleged content) and act in accordance with what is required of the outcome of the investigation. With respect to laws and regulations, Innova Communications will always comply with copyright, patent, trademark and intellectual property laws and regulations and we respond to all complaints about content right infringements where possible. We respect the intellectual property of others and respectfully ask that our customers and its users do too. We also reserve the right to delete, disable or otherwise remove any content confirmed to be infringing on any rights held by copyright owners. Innova Communications will terminate services of repeat offenders.

## **9 – Abuse and Misuse.**

Any conduct or activity which attempts, intends to or hinders, prevents, limits or otherwise precludes the ability for Innova Communications to access, provide or maintain an operable level of Service is strictly prohibited. This includes but is not limited to: (Distributed) Denial of Service (DDoS) attacks, interference or disruption of other users, system or services is strictly prohibited. It is the customer's responsibility to ensure that their Service is configured in a secure manner.

A customer may not, through action or inaction, allow others to use our network for illegal, infringing or inappropriate actions. Unauthorised entry, access attempts, abuse or use of another entity or individual's software, hardware, electronic communications systems or networks, or telecommunications systems or networks - is strictly prohibited - and will leave you liable to civil or criminal action to the maximum extent permitted by the law.

We do not tolerate any customer or user making attempts to access the accounts, systems or services of others or otherwise (whether actual, accidental or intentional) penetrating security measures of other systems.

Any attempts to undermine or cause harm to any company (or other) infrastructure is strictly prohibited and such actions will leave the offender liable to civil or criminal action to the maximum extent permitted by law. Innova Communications is steadfast in protecting itself, its customers and will not hesitate to take legal action against offenders.

We bear no responsibility or liability for the usage of any customer accounts, systems or services. Any account or service that abuses resources and actions are not taken to desist, calls for immediate deactivation without any refund of any Payments made thus far. Any website, system or service using what we deem to be using excessive resources likely to cause disruption to other customers or users may also be offered new terms and conditions which will be issued with or without prior notice to the Customer.

#### **10 – Fraud.**

Use of Innova Communications services, accounts or websites to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "Pyramid Schemes," "Ponzi Schemes," or "Chain Letters" is strictly prohibited. Adding, removing or modifying identifying network header information to deceive or mislead is strictly prohibited. Attempting to impersonate any person or entity by using forged headers or other identifying information is strictly prohibited. Any form of alias or false names are not permitted and any accounts that display information that have names or identifiable information which constitutes as an alias or false will be subject to suspension, pending ID verification.

#### **11 – Payments and Billing.**

(a) The Customer hereby acknowledges and agrees that its obligations to pay all amounts and charges due hereunder, and the rights of Innova Communications Limited to such payments shall be absolute, unconditional and irrevocable and shall not be affected by any circumstances of any character, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reductions, rescission, defence or other right or claim that Customer may have against the Company.

(b) The Services require payment or purchase for them to be rendered. The company reserves the right to amend the pricing of any Services offered by the Company at any time which may be made with or without notice to the Customer. Furthermore, add-ons such as domains, software licences, hosting control panels, IP addresses, etc. may be licensed from third parties and therefore could be subject to unannounced change.

(c) Without prejudice to any other right or remedy that Innova Communications may have, if the Customer fails to pay us on the due date we may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England (or at a rate of 4% in the event that the base rate of that bank is less than zero), accruing on a daily basis, whether before or after any judgment.

(d) For domain names, the company will register and manage such services on the Customer's behalf, but it is their responsibility to ensure the correct name servers are provided for their domain to ensure availability. All domain registrations are also non-refundable. The Customer, as the registrant of the domain name, are required to ensure correct WHOIS information is always maintained. For more information on obligations relating to domain names, please see our Domain Name Registrant Agreement.

(e) To ensure an uninterrupted service, we and our payment processing partners automatically bill Customers for services by establishing a recurring payment profile from the date they submit their initial payment and on each renewal period afterwards until cancellation via our Payment processor. The Customer's renewal period will be equal in time to the renewal period of their current subscription. For example, if a customer is on a monthly subscription plan, each billable renewal period will be for one (1) calendar month. We'll automatically charge them the applicable amount using the payment method they have on file with us. Customers are solely responsible for maintaining and cancelling such payment profiles. We are also not responsible for any charges made by payment profiles or if a customer manually pays for an invoice and is automatically charged via the automatic payment profiles.

(f) Should a customer contact their bank or card company to decline, chargeback or otherwise reverse the charge of any Payable items, charges or fees to us (“Chargeback”), We shall terminate and blacklist the Customer in question from using our services. If a customer has a question about a payment made to us, we encourage that they contact our team before filing a Chargeback. We reserve the right to dispute any Chargeback.

(g) The Customer has the choice of three payment schedules: monthly, quarterly and annually. Each payment schedule requires upfront payment and are not refundable. Custom payments schedules may be available upon request.

## **12 – Refusal of Service.**

The company reserves the absolute sole right to refuse, suspend, cancel or terminate accounts or services at any time for any reason.

## **13 – Complaints.**

Complaints can be raised by contacting our team directly via email at:  
complaints@innovacomunications.co.uk

We always endeavour to provide the utmost levels of Service. We promise to our customers, that we will always be fair and reasonable and will do our best to ensure the level and quality of service they receive is the best it can be. We also acknowledge that, at times, customers may feel that we have not met the standard we expect of ourselves, and we have listed how anyone can resolve any concerns they may have regarding our services. Informing us of when and why customers aren’t more than satisfied with their service gives us the chance to make things right in a respectful, prompt and transparent manner.

We advise anyone with concerns to get in touch with us as soon as possible. When making your complaint, ensure that you convey as much information as possible to our team. Once concerns have been raised or complaint made, we will acknowledge that we have received the message, and we’ll do everything in our power to appropriately investigate such matters as promptly as we can. We aim to get issues fully resolved within ten (10) working days – keeping the complainant thoroughly updated during this process. If we are unable to remediate any complaint after this period, the company may elect extend this period, refer you to the vendor/manufacturer or the company may appoint an independent mediator or outside counsel to resolve any outstanding issues on our behalf. Decisions made by the Company or our appointed representatives, once made, are final and cannot be appealed.

## **14 – Warranty, Liability and Disclaimers.**

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SYSTEMS, WEBSITES, ACCOUNTS, SERVICES. WEBSITES AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. INNOVA COMMUNICATIONS ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANYONE, FROM THE COMPANY, SHALL CREATE ANY WARRANTY OR CONSTITUTE AS ADVICE OR INSTRUCTIONS. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL: (i) BE TIMELY, UNINTERRUPTED OR ERROR-FREE; (ii) MEET ANYONE’S REQUIREMENTS OR

EXPECTATIONS; OR (iii) BE FREE FROM VIRUSES OR OTHER HARMFUL SOFTWARE OR COMPONENTS. THE COMPANY. HOWEVER, ENDEAVOURS ARE MADE TO PROVIDE THE SERVICES REASONABLE CARE.

(b) IN NO EVENT AND UNDER NO THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, WILL INNOVA COMMUNICATIONS BE LIABLE TO YOU FOR ANY ACTIONS TAKEN ON OR UNDER THE CUSTOMER ACCOUNT(S) OR SERVICE(S), LOSS OF PROFITS, DATA, REVENUES, BUSINESS OPPORTUNITIES, ANTICIPATED SAVINGS OR ECONOMIC LOSS OF ANY KIND, SPECIAL, INDIRECT, ESTIMATED OR CONSEQUENTIAL LOSS, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, SPECIAL DAMAGES (EVEN IF INNOVA COMMUNICATIONS PARTIES OR ENTITIES WAS AWARE OF THE CIRCUMSTANCES IN WHICH SPECIAL DAMAGE COULD ARISE), PUNITIVE DAMAGES OR LOSS RESULTING FROM ANY CLAIM MADE BY ANY PARTY ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OF SERVICE, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. IN RESPECT TO INNOVA COMMUNICATIONS SITES AND SERVICES, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, OR RELATED TO, INNOVA COMMUNICATIONS, THE SERVICES OR OTHER MUST COMMENCE WITHIN THREE (3) MONTHS OF THE CAUSE OF ACTION, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY PRECLUDED AND BARRED. IN NO EVENT WILL THE AGGREGATE LIABILITY OF INNOVA COMMUNICATIONS EXCEED THE GREATER VALUE OF THE MOST RECENT AMOUNT PAID BY YOU FOR THE SERVICES, GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF INNOVA COMMUNICATIONS PARTIES OR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

(d) Each of the provisions, clauses and sections contained in this Agreement shall be construed as being independent of each other and if any provision contained anywhere within this Agreement, or any other Agreement between the Customer and us, is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to the limitations on liability, such determination shall not affect the validity of the remainder of the terms and conditions which shall continue in effect. The websites, systems, accounts and services are operated and controlled from England and therefore this Agreement shall be construed in accordance with English Law and regardless of place of performance or Agreement execution and all Parties hereto, who enter this Agreement irrevocably submit to the exclusive jurisdiction of the English Courts.

#### **15 – Identification.**

To the fullest extent permitted by law, the customer and their users agree to indemnify and hold harmless Innova Communications, affiliates and their directors, officers, employees, contractors and agents from and against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation legal fees and costs) arising out of or related to: (a) their breach of this Agreement; (b) their content (i.e. content which is user-generated or uploaded), their websites and services;

(c) any claims by, on behalf of or against customers users; (d) their violations of any law or regulation or the rights of good name of any third party. This indemnity covers any liability or expense arising from claims, losses, damages, judgements, fines, litigation costs and/or legal fees.

#### **Definitions.**

(a) "Innova Communications", "Innova Communications Limited", "We", "Us" means Innova Communications Limited (Company Number: **14844886**) whose registered head office address is 1 Harrow Close, Rainworth, Mansfield, Nottinghamshire, NG21 0AS

(b) "Business Day" or "Working Day" means 9am to 5pm on any day which is not a Saturday, Sunday, Bank Holiday, Public Holiday or Corporation Day in England and Wales.

(c) "Change in the Law" means any amendment in any law, enactment, order, regulation, legislation, directive, code of practice or other similar instrument occurring after the initial date of the Service/Contract which affects us, one of its service providers, partners etc.

(d) "Charges", "Fees" or "Payment" means the amount payable by the Customer to Innova Communications in respect of a Service or Charge (including any deposits, late payment fees, set-up charges or overage charges) as more particularly described in the Innova Communications Legal Centre and in relation to certain Services - including as to the frequency of Payment, the basis on which such Charges may be varied (which shall be in addition to any increases in accordance with our Payments clause).

(e) "Commencement Date" means the date on which the Service is first available for use by the Customer, as notified to the Customer by Innova Communications' team or our automated alerts (from time to time) or the effective date of their contract.

(f) A "Party" refers to any single applicable person or entity who is generally referred to or involved in this Agreement (singular) and "Parties" refers to more than one Party in this Agreement

(g) "Confidential Information" shall mean without limitation, any and all personal, protected or proprietary information, including information relating to any Party, entity or any other aspect of a Party's business and products - including operations, plans, market opportunities, Customers, knowhow (including designs, processes of production and technology), trade secrets, business methods, databases, and software disclosed to the other Party, whether in writing, orally or by any other medium and whether marked as confidential or not at the time of disclosure) and all other information which is or could reasonably be considered to be confidential to a Party whether by reason of its Content or the method of its disclosure.

(h) "Account" refers to any account which has been created or otherwise made available on Company operated websites or systems, sometimes for the purpose to procure services, manage a partnership or an account as part of our client area.

(i) "Legal Centre" means collectively all Legal Policies, Agreements or other documentation (whether publicly listed on our website or not) that apply to the Customer or govern usage of and/or access to, a specific product or service. These are provided to or made aware to the Customer prior to or on the Commencement Date and is provided to the customer's points of contacts directly or are otherwise made available to the Customer from time to time.

(j) "Legal, Privacy [and/&] Trust Centre" means <https://innovacommunications.co.uk/legal>, as updated from time to time.

(k) "Customer" or "Client" means the person/entity to whom Innova Communications directly render services to, as identified by any Purchase Orders, Invoices or Service Agreements.

(l) "User" or "End User" refers to anyone who accesses, uses or otherwise relies on Innova Communications services, whether it be directly or indirectly. Examples include end users our customers or Web Visitors of Websites hosted on our network.

(m) "Affiliate", in these Terms of Service, means Innova Communications Users who participate in commission-based promotions or activities.

(n) "Partner", in these Terms of Service, means a professional, business relationship or other commercial agreement or arrangement between an individual and/or entity and Innova Communications Limited.

(o) References may be made to or about any individual, including any natural person, company, corporation or unincorporated entity (whether having a separate legal personality) and that person/entity's representatives, successors or permitted assigns. References in this Agreement may be made to or about a Company, which includes any company, corporation or other corporate body, wherever and however incorporated or established. Unless the context requires a different interpretation: (a) words denoting the singular includes the plural and vice versa; (b) references to sub-clauses, clauses, schedules or

appendices are to sub-clauses, clauses, schedules or appendices of this Agreement; (c) a reference to a person includes firms, companies, government entities, trusts and partnerships; (d) the term 'including', 'in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding such terms and does not exclude anything not listed; (e) "including" is understood to mean "including without limitation"; (f) reference to any statutory provision includes any and all modifications or amendments of it; (g) a reference to one gender shall include a reference to the other genders; (h) the headings and sub-headings do not form part of this Agreement.