

The customer's attention is particularly drawn to the provisions of **clause 9** (limitation of liability).

## 1. Interpretation

### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.5.

**Contract:** the contract between Intratone and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Controller, Processor:** as defined in the Data Protection Legislation.

**Customer:** the person or firm who purchases Services from Intratone.

**Customer Data:** any personal data including personal data about End Users processed by Intratone on behalf of the Customer.

**Customer Default:** has the meaning set out in clause 4.5.

**Customer's Chosen Installer:** has the meaning set out in clause 3.5 and as set out in the Order.

**Customer Premises:** any premises where Intratone Products are installed pursuant to this Contract and as set out in the Order.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**End Users:** the individuals as specified on the Management Website by the Customer.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Intratone:** Intratone UK limited registered in England and Wales with company number 11200357 of 208 Blythe Road, London, United Kingdom, W14 0HH

**Intratone Products:** any goods manufactured by Intratone and supplied to the Customer by a third party for the purpose of the Services.

**Order:** the Customer's order for Services as set out in the document titled Monthly Classic Subscription Order Form

**Management Website:** the site available at [www.intratone.info](http://www.intratone.info).

**Transmission Module:** the box containing the sim card which allows the transmission of communication between the intercom and the End User and as set out in the Specification.

**Terms of Use:** the terms applying to the use of the Management Website by the Customer.

**Services:** the intercom services supplied by Intratone to the Customer as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by Intratone to the Customer.

**Subscription Fees:** the subscription fees payable by the Customer to Intratone and calculated in accordance with Intratone's current price list at the date of the Contract.

**Subscription Start Date:** the date on which an account has been activated on Intratone Management Website by the Customer or on its behalf (the account shall be deemed to have been activated 45 days from receipt of the Transmission Module by Customer's Chosen Installer as dated in the delivery slip)

### 1.2 Interpretation:

- A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- A reference to writing or written includes email.

## 2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Intratone issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by Intratone, and any descriptions or illustrations contained in Intratone's catalogues or brochures, are issued or published for the sole purpose of giving an

approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract, together with the Terms of Use of the Intratone Management Website, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. If there is any inconsistency between the present Conditions and the Terms of Use, the provisions in the Conditions shall prevail.

2.5 Any quotation given by Intratone shall not constitute an offer, and is only valid for a period of 3 months from its date of issue.

## 3. Supply of Services

3.1 Intratone shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 Intratone reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Intratone shall notify the Customer in any such event.

3.3 Intratone warrants to the Customer that the Services will be provided using reasonable care and skill.

3.4 The Services shall include the supply by Intratone of a Transmission Module which shall remain the property of Intratone for the duration of the Contract.

3.5 For the avoidance of doubt, the Services and the Transmission Module are intended for the use of Intratone Products and the Management Website only, to the exclusion of any third party products or services. The supply of Intratone Products is not included in the Services and the Customer shall purchase them from their chosen qualified installer (**Customer's Chosen Installer**) from time to time or any other Intratone reseller in the United Kingdom.

## 4. Customer's obligations and warranties

4.1 The Customer shall:

- use the Services in accordance with the Contract;
- co-operate with Intratone in all matters relating to the Services;
- prepare at its own costs and risks the Customer Premises for the supply of the Services, including the installation by the Customer's Chosen Installer or any other qualified professional, connection lines and/or electric power supply;
- not do anything to preclude the installation maintenance and/or repair of any Intratone Products necessary in order to provide the Services;
- provide Intratone with such information and materials as Intratone may reasonably require in order to supply the Services;
- provide Intratone, its employees, agents, consultants and subcontractors, with access to any the Customer Premises as reasonably required by Intratone to perform its obligations under the Contract;
- comply at all material times with the Terms of Use (where applicable);
- obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- use the Services in accordance with the rights and interests of the End Users as required or authorised by applicable laws; and
- comply with all applicable laws.

### 4.2 Transmission Module

- The Customer shall maintain the Transmission Module in good condition and assume all related costs including the costs of repairs not attributable to Intratone (such as deterioration including theft, loss or destruction, other than reasonable wear and tear).
- The Customer undertakes, for the duration of this Contract, to maintain an adequate insurance cover to protect the Transmission Module against all risks.
- The Customer shall not use the Transmission Module in premises other than the Customer Premises and for purposes other than the Services.
- The Customer shall not sell, assign, rent, transform, pledge, disassemble, repair, transfer, loan or otherwise alter the Transmission Module or grant any right or title in the Transmission Module to any third party.
- In the event of a defect of the Transmission Module the Customer shall notify Intratone as soon as possible. Repairs shall only be performed by Intratone or its agents or other authorised personnel.

4.3 The Customer shall not:

- use the Services for purposes other than those provided for in the Contract;
- use the Services in such a way that disrupts, interferes with or restricts the use of the Management Website, the Transmission Module, the intercom the access control functions and/or any of the Intratone Products associated with the Services;
- unbundle or allow any third party to unbundle Intratone Products and/or Services;
- use the Management Website in breach of the Terms of Use; and/or
- use the Management Website in breach of clause 6, each being an **Improper Use**.

4.4 The Customer warrants that:

- It is a property manager or a landlord of the Customer Premises;
- the information provided in clause 4.1(e) is complete and accurate in all material respects including but not limited to:

- (i) the number of dwellings to which the Services are provided; and
  - (ii) any increase in the number of dwellings to which the Services are provided, and
  - (c) the Customer Data and its use do not violate or infringe upon any property, confidentiality, consumer protection rights, any rights under the Data Protection Legislation or any other rights of third parties, and is not unlawful.
- 4.5 If Intratone's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, Intratone shall have the right to suspend performance of the Services until the Customer remedies the Customer Default (as set out in clause 10.2), and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Intratone's performance of any of its obligations;
  - (b) Intratone shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Intratone's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - (c) the Customer shall reimburse Intratone on written demand for any costs or losses sustained or incurred by Intratone arising directly or indirectly from the Customer Default.

## 5. Charges and payment

- 5.1 The Customer shall pay the Subscription Fees to Intratone in accordance with this clause 5.
- 5.2 Unless otherwise agreed in writing between the parties, Intratone shall invoice the Customer on the first day of every two months period in arrears, starting from the Subscription Start Date.
- 5.3 The Customer shall pay each invoice submitted by Intratone:
- (a) within 30 days of the date of the invoice;
  - (b) in full and in cleared funds to a bank account nominated in writing by Intratone; and
  - (c) time for payment shall be of the essence of the Contract.
- 5.4 Changes to the Subscription Fees may only be made in accordance with clause 13.5.
- 5.5 All amounts and fees stated or referred to in this Contract:
- (a) shall be payable in pounds sterling; and
  - (b) are exclusive of value added tax, which shall be added to Intratone's invoice(s) at the appropriate rate.
- 5.6 If the Customer fails to make any payment due to Intratone under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. **Acceptable use.** The Customer shall use the Services in accordance with the rights and interests of the End Users and as required or authorised by applicable law.

## 7. Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Intratone.
- 7.2 Intratone grants to the Customer, or shall procure the direct grant to the Customer of a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Intellectual Property Rights for the purpose of receiving and using the Services pursuant to the Contract.
- 7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.
- 7.4 The Customer grants Intratone a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Intratone for the term of the Contract for the purpose of providing the Services to the Customer.

## 8. Data protection

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Intratone is the Processor.
- 8.3 Without prejudice to the generality of this clause 8:
- (a) the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Data to Intratone for the duration and purposes of the Contract;
  - (b) Intratone shall process Customer Data in accordance with the Terms of Use; and
  - (c) this clause 8 is subject to the Terms of Use.

## 9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.3 Intratone shall not be held liable in the event of:

- (a) any breach of clause 4;
  - (b) any Customer Default;
  - (c) any Improper Use;
  - (d) any equipment provided by the Customer or third party being incompatible with Intratone Products;
  - (e) faulty installation by the Customer or a third party (including a qualified professional) of Intratone Products;
  - (f) any computer viruses or malware transmitted by the Internet during data transmission as part of the Services;
  - (g) any breakage or disruption of the intercom features or the access control functions attributable to the Customers
  - (h) any incorrect use by the Customer or any third party authorised by the Customer of the Management Website and any outcomes produced by such use particularly in the event of usage errors, loss of data and the failure to safeguard said data.
- 9.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.5 Subject to clause 9.4, Intratone's total liability to the Customer shall not exceed the total Subscription Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.
- 9.6 Subject to clause 9.4, the following types of losses are wholly excluded:
- (i) loss of profits;
  - (ii) loss of sales or business;
  - (iii) loss of agreements or contracts;
  - (iv) loss of anticipated savings;
  - (v) loss of use or corruption of software, data or information;
  - (vi) loss of or damage to goodwill; and
  - (vii) indirect or consequential loss.
- 9.7 Intratone has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

## 10. Suspension of the Service

- 10.1 Without affecting any other right or remedy available to it, Intratone may suspend the Services under the Contract or any other contract between the Customer and Intratone:
- (a) if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11 or Intratone reasonably believes that the Customer is about to become subject to any of them;
  - (b) in case of a Customer Default; or
  - (c) in case of Improper Use.
- 10.2 Intratone shall resume the provision of the Services provided the Customer remedies the cause of the suspension of the Services within 7 days of Intratone's written notice to do so. If the Customer does not remedy the cause of the suspension of the Service, Intratone may terminate the Contract with immediate effect.

## 11. Termination

- 11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 1 month' written notice.
- 11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (i) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
  - (ii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (iii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (iv) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.3 Without affecting any other right or remedy available to it, Intratone may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (i) the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - (b) there is a change of control of the Customer.

## 12. Consequences of termination

- 12.1 On termination of the Contract, the Customer shall:
- (a) immediately pay to Intratone all of Intratone's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Intratone shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

- (b) return the Transmission Module within 30 days to Intratone at its own cost, which shall be payable by the Customer immediately on receipt. In the case of non-return a penalty will be applied.
- 12.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

### 13. General

#### 13.1 Force majeure

- (a) Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond the party's reasonable control (Force Majeure Event). A Force Majeure Event shall include, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (vii) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (viii) interruption or failure of utility service.
- (b) In a Force Majeure Event, the affected party shall:
  - (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
  - (ii) be entitled to a reasonable extension of the time for performing such obligations.
- (c) If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

#### 13.2 Assignment and other dealings

- (a) Intratone may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Intratone.

#### 13.3 Confidentiality

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or Intratone of the other party, except as permitted by clause 13.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

#### 13.4 Entire agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

#### 13.5 Variation

- (a) Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- (b) The parties shall have 4 months from the proposal of the variation by Intratone to agree such variation. In the absence of such agreement, both parties shall have the right to terminate the Contract provided the party seeking the termination gives the other party one month's written notice.

- 13.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.7 shall not affect the validity and enforceability of the rest of the Contract.

#### 13.8 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.8; **Erreur ! Source du renvoi introuvable.**; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- (c) This clause 13.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 13.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 13.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

- 13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.