

# Terms and Conditions (Internet Products)

## (Effective December 2020)

### IMPORTANT NOTES:

**A. These terms and conditions apply to the following products:**

**RM ADSL (RM ADSL CONNECT), RM ADSL PLUS (RM ADSL2+), RM FTTC (RM FIBRE CONNECT), G.FAST, EOFTTC (RM FIBRE PLUS), RM EFM, RM LEASED LINES, RM PSTN, RM FTTP AND OTHER BROADBAND SERVICES, RM MANAGED ROUTERS, RM DOMAIN NAME HOSTING, RM DOMAIN NAME REGISTRATION, RM WEBSITE HOSTING, RM SAFETYNET, RM REMOTESAFE, RM BUZZ FOR CHROME, SSL CONNECT, RM VOICE, AND RM CONNECTIVITY SERVICES PORTAL**

**B. Due to the nature of these products, these terms and conditions may differ from other terms and conditions that you may have seen, either for other products you have purchased from RM or for products you have purchased from third parties (whether similar to the above products or not).**

**C. Accordingly, you should read these terms and conditions and ensure that you have understood them in full prior to making your purchase. Placing any order for the products listed above shall be taken as unequivocal confirmation from you that you have read, understood and agree to be bound by these terms and conditions.**

### **1. APPLICATION**

- 1.1. Unless specifically agreed in writing and authorised by a Director of RM, all Agreements shall be subject to these Conditions and these Conditions shall supersede all terms and conditions of the Customer.
- 1.2. RM shall not be obliged to accept any orders placed by the Customer and RM shall be under no legal obligation to fulfil any order until such order has been accepted by RM in accordance with Clause 1.3 (below).
- 1.3. RM shall not be considered to have accepted any order until it has commenced delivery of the Product in question. In particular but without limitation to the generality of the foregoing, the generation of any automatic e-mail responses shall not constitute such acceptance.

### **2. DEFINITIONS**

The following expressions shall bear the meanings set out below:

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|--------------|---|
| “Agreement”  | means any agreement formed between the Customer and RM for RM to provide a Product to the Customer, which agreement shall be subject to the Conditions; |
| “Conditions” | means these terms and conditions;   |
| “Customer”   | means any purchaser or licensee of any Product (which for the avoidance of doubt may include end users);  |
| “Product”    | means the product to be provided to the Customer pursuant to an Agreement;  |

“RM” means RM Education Ltd, a company incorporated in England and Wales and whose registered office is situated at 142B Park Drive, Milton Park, Abingdon, Oxon, OX14 4SE;

“Specific Conditions” means the conditions which relate specifically to a Product as set out in the “Specific Conditions” section of these Conditions;

“Unacceptable Content” means any material of any nature whatsoever which is or which contains any material which: (i) is or may be defamatory, libellous, obscene, in contempt of court or in contravention of any law, statute, directive or regulation or which infringes the rights of any third party; and/or (ii) promotes violence or discrimination based on race, sex, sexual orientation, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or (iii) is a Virus;

“Virus” any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data; and

“Working Day” means any day on which banks are generally open for the transacting of normal banking business in England and Wales and shall exclude all weekends, public bank holidays and also RM’s shutdown period between Christmas and New Year.

### **3. DURATION**

3.1. An Agreement shall commence on the date of acceptance by RM (in accordance with Clause 1.2) and shall continue, unless terminated in accordance with its terms, for such period(s) as specified in the Specific Conditions for that Product. Where there is a minimum term specified for a Product, that minimum term shall commence on the date that RM activates the Product. No refunds shall be payable if the Customer seeks to terminate any Agreement within any such minimum term (including any renewal thereof) unless RM agrees (in its absolute discretion) to make such refund.

3.2. The Special Conditions set out the minimum terms for each Product, as applicable. Where the Customer enters into any minimum term for a Product, the Agreement shall be renewed in accordance with the following process:

3.2.1. the Agreement shall automatically renew for a further consecutive terms commensurate with the duration of the preceding minimum term; or

3.2.2. the Agreement will terminate on the last date of the minimum term provided that the Customer notifies RM in writing (i) before entering a new Agreement, or (ii)

at least 60 days before the end of any current minimum term, that it does not want the Agreement to renew automatically. Customers that elect the renewal process described in this clause 3.2.2 accept that RM may charge a fee in addition to the price quoted for the Product.

- 3.3. Subject to clauses 3.4 and 3.5, RM shall aim to complete installation of each Product ordered within five (5) Working Days from our receipt of confirmation from the telecommunications provider that their part of the installation has been completed, at which point the agreed initial term for that Product will commence.
- 3.4. The start date of the delivery of any Product shall not be guaranteed but RM shall use its reasonable endeavours to ensure that the commencement of the delivery of the Product shall be as agreed.
- 3.5. Where RM agrees to perform any work by a particular date, that date shall not be guaranteed and RM shall not be liable for any failure to meet such date or dates.

#### **4. SPECIFICATION OF PRODUCT**

- 4.1. The specific description of each Product and the service that the Customer will receive in relation to that Product shall be as described in the Specific Conditions relating to that Product or as otherwise agreed in writing by RM.
- 4.2. All Products that provide access to the Internet will, unless otherwise agreed in writing, be filtered at RM's discretion. Nevertheless, if RM proposes to provide a filtering service but the Customer elects not to use that service, the Customer shall indemnify and keep indemnified RM and its officers, employees and agents against all and any claims, damage, loss and/or liability (of any kind) that may be suffered as a result.
- 4.3. RM is not responsible for the availability of the Internet and, accordingly, cannot and does not guarantee uninterrupted availability of the Internet or any services dependent upon its availability.
- 4.4. The Customer acknowledges that outbound email sent directly to the Internet will not be filtered by RM unless specifically agreed otherwise.

#### **5. MAINTENANCE / CHANGES TO PRODUCT**

- 5.1. RM reserves the right to change Product descriptions without notice.
- 5.2. RM may from time to time suspend the availability of any Product without being required to give notice of the same for the purposes of performing maintenance or other updating work. RM shall not be liable for any unavailability of any Product during any such period.

#### **6. EQUIPMENT**

Save as expressly otherwise agreed in writing, the Customer shall be responsible for the care and maintenance of all equipment required for the operation of any Product. Any damage to, or loss of, any such equipment shall be the exclusive responsibility of the Customer save where such damage is expressly stated within these Conditions to be RM's responsibility.

#### **7. CUSTOMER OBLIGATIONS**

- 7.1. The Customer shall ensure that it will at no time in performing any of its obligations under any Agreement infringe any rights

(including without limitation any Intellectual Property Rights) of any third party.

- 7.2. The Customer agrees that it will not introduce any Virus into any computer equipment or system or software of RM. The Customer further agrees to use virus checking software before downloading any material from the Internet. Unless specifically agreed otherwise, the Customer shall be responsible for applying antivirus software to protect its machines and networks.
- 7.3. The Customer agrees that it will not use any Product for the purposes of transmitting or receiving any Unacceptable Content. Further, the Customer shall not transmit or allow to be transmitted large amounts of data so as to disrupt the Service or comprise a denial of service attack or otherwise so as to have a detrimental effect on the services for the Customer or other customers of RM.
- 7.4. The Customer accepts that the Product provides finite bandwidth and that applications that make excessive or wasteful use of the Product to the detriment of other users are NOT allowed without prior written permission from RM. Examples of such applications are (but will not be restricted to) live video, live audio and the use of IP multicast.
- 7.5. If the Customer introduces any Virus (see clause 7.2 (above)), or if the Customer's use of the Product is detrimental to the performance of the Product for other customers of RM (see clause 7.3 (above)), RM shall be entitled to suspend the delivery of the Product to the Customer for such period as RM (in its absolute discretion) deems necessary or desirable to deal with the effects of the same.
- 7.6. The Customer agrees to act at all times with good faith in its dealings with RM.
- 7.7. The Customer shall provide to RM such reasonable co-operation, information, advice, assistance and appropriate personnel as RM may reasonably require.
- 7.8. The Customer shall not do or omit to do anything, and shall procure that none of its personnel does or omits to do anything, which constitutes an offence under any law, regulation or code of conduct.
- 7.9. The Customer shall ensure that it has obtained all necessary consents, licences and permissions necessary to use the Product at its premises and any equipment related to the Product.
- 7.10. The Customer shall be responsible for all electrical supplies and connections necessary for the operation of the Product.
- 7.11. The Customer shall be responsible for maintaining the security and confidentiality of any passwords relevant to any Product and RM shall not be liable in any way for any loss or damage caused by an unauthorised user gaining access to a Product by the unauthorised use of the Customer's password(s). The Customer agrees to keep all passwords strictly confidential and, where such functionality is provided by RM, to update passwords periodically in order to maintain appropriate levels of security. Additionally, where such functionality is provided by RM, the Customer shall amend any passwords issued on activation of a Product at the earliest possible opportunity.
- 7.12. The Customer shall be responsible for all back-ups of any data that may be deleted by use of a Product, unless specifically stated otherwise.

- 7.13. Where required, the Customer shall, at its own cost, ensure that an active PSTN line is available for use for the Product.
- 7.14. If requested, the Customer shall provide access to the location where the Product is to be installed so that any necessary line tests and surveys may be conducted (certain geographical locations are not suitable for certain Products).
- 7.15. If the location selected by the Customer is not suitable for the Product (as determined at RM's sole discretion), RM shall be under no obligation to provide such Product.
- 7.16. In addition to the above general obligations, the Customer shall perform those obligations in relation to a particular Product as are specified in the Specific Conditions relevant to that Product.

## **8. PRICE AND PAYMENT**

- 8.1. Unless otherwise stated, invoices will be raised within ten (10) days of any of the following occurring: (1) handover of a working circuit from the telecommunications provider; or (2) of RM's notification that excess construction charges are due. All payments shall be due within fourteen (14) days of the date of RM's invoice.
- 8.2. RM shall be entitled to charge interest on any due but unpaid invoices at the rate of four percent (4%) per annum above Barclays Bank plc lending rate from time to time from the due date to the date payment is received by RM.

## **9. PASSING OF RISK AND TITLE**

- 9.1. Risk of loss and damage shall pass from RM to the Customer upon delivery of the Products to the Customer or its agent.
- 9.2. Title to any equipment, or any physical media on which any of the Products is stored, shall only pass to the Customer once full payment for such Products has been received by RM from the Customer.
- 9.3. Until such time as title in the items referred to in clause 9.2 (above) has passed to the Customer, RM:
  - 9.3.1. shall have absolute authority to retake, sell or otherwise deal with or dispose of the Products;
  - 9.3.2. for the purposes specified in clause 9.3.1 (above), RM or any of its agents or authorised representatives shall be irrevocably entitled at any time and without notice to enter upon any premises in which the relevant items or any part thereof is present or is reasonably believed to be; and
  - 9.3.3. shall be entitled to seek an injunction to prevent the Customer from selling, transferring or otherwise disposing of any such item.

## **10. CANCELLATION AND RETURNS**

- 10.1. Once RM has accepted an order from the Customer for a Product, the Customer shall not be entitled to cancel that order at any time.
- 10.2. If RM (in its absolute discretion and on such terms as it may determine) agrees to allow the Customer to cancel an order after it has been accepted by RM, this shall not under any circumstances be taken as a precedent which may be applied to other orders, either by the Customer or any other customers.
- 10.3. Nothing in this clause 10 shall affect the Customer's right to terminate use of a Product in accordance with clause 3 (above).

## **11. GENERAL WARRANTIES**

- 11.1. Each party warrants to the other that it full legal right and authority to enter into all and any Agreements which it purports to enter into.
- 11.2. Each party warrants to the other that it will observe and comply with all laws and regulations applicable to any Agreement.
- 11.3. The Customer warrants to RM that it is not subject to any other obligation, compliance with which will or is likely to have an adverse effect on its ability to perform its obligations under any Agreement.
- 11.4. The Customer warrants to RM there are no material facts or circumstances in relation to its financial position or operational constitution that have not been fully and fairly disclosed to RM and which, if disclosed, might reasonably have been expected to affect the decision of RM to enter into an Agreement.
- 11.5. The Customer warrants to RM that it will not, at any time, infringe any rights (including without limitation any intellectual property rights of any kind in any jurisdiction) of any third party in performing any of its obligations, or exercising any of its rights, under an Agreement.
- 11.6. Save as expressly provided elsewhere in these Conditions:

11.6.1. the Customer agrees to use the Product (and any equipment associated with it) at the Customer's own risk; and

11.6.2. to the fullest extent permitted by law RM hereby expressly disclaims all other warranties (whether express or implied) of any kind in relation to the Products and all matters associated with the Products. This Clause 11.6 shall apply without prejudice to the provisions of Clause 14.

## **12. INTELLECTUAL PROPERTY**

- 12.1. Title to any software supplied by RM shall at all times remain vested in RM or its licensors. At no time shall the Customer gain any title to any such software.
- 12.2. Subject always to the provisions of Clause 12.1. RM hereby grants to the Customer a personal, limited, non-exclusive, non-transferable licence to use the software provided to the Customer (if any) by RM for use with the Product (the "Product Software"). The Customer must treat the Product Software like any other copyrighted material (e.g. a book or musical recording) except that the Customer may either (a) make one copy of the Product Software solely for backup or archival purposes; or (b) transfer the Product Software to a single hard disk, provided the Customer keeps the original solely for backup or archival purposes. The Customer must reproduce and include the copyright notice on any copy. The Customer may not copy the written materials accompanying the Product Software.
- 12.3. The Customer undertakes not to perform any of the acts referred to in this Clause 12.3 except to the extent and only to the extent permitted by law to the Customer as a lawful user of the Product Software and only then for the specific limited purpose permitted by law or in these Conditions. The Customer undertakes:
  - 12.3.1. not to copy the Product Software (other than for normal system operation and as expressly specified in these Conditions) nor otherwise reproduce the same;

- 12.3.2. not to translate, adapt, vary, or modify the Product Software;
  - 12.3.3. not to disassemble, decompile or reverse engineer the Product Software;
  - 12.3.4. not to remove, obscure or alter any notice of patent, copyright, trademark or other proprietary notice on the Product Software;
  - 12.3.5. not to sub-license, distribute, rent, lease, or otherwise transfer the Product Software or any unique access code or copy the Product Software other than as expressly provided in these Conditions;
  - 12.3.6. not to make the Product Software accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;
  - 12.3.7. not to use the Product Software to attract customers away from RM or to procure commercial advantage over RM or to use it in any other way which is likely to be directly or indirectly detrimental to RM or its business; and
  - 12.3.8. not to enable a third party to do any of the acts set out in this clause 12.3.
- 12.4. If notified promptly in writing of any action (and all prior claims relating to such action) brought against the Customer, based on a claim that the Customer's use of Products infringes a United Kingdom patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation arising out of a claim of infringement for a United Kingdom patent or copyright, or if in RM's opinion, a Product is likely to become the subject of a claim of infringement of a United Kingdom patent or copyright, RM will at its option and expense either procure for the Customer the right to continue using the Product, replace or modify the same so that it becomes non-infringing, or grant the Customer a credit for the Product as depreciated and accept its return. Depreciation will be an equal amount per year over the lifetime of the Product as established by RM. RM will not have any liability to the Customer under any provision of this clause if the infringement or claim thereof is based upon:
- 12.4.1. use of Products in combination with other equipment or software not supplied by RM; or
  - 12.4.2. the use of Products in carrying out any patented process; or
  - 12.4.3. infringement as described in clause 12.6 (below).
- 12.5. Clause 12.4 (above) states the entire liability of RM with respect to infringement of patents or copyrights by Products or any part thereof or by their operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.
- 12.6. The Customer will hold RM harmless against any expense, judgment or loss of infringement of any patents, copyrights or trademarks which results from RM's compliance with Customer's designs specifications or instructions.
- 13. TERMINATION**
- 13.1. RM shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the Customer to terminate forthwith any Agreement (which would automatically terminate any related licence) in any of the following events:
- 13.1.1. if the Customer fails to pay any sums to RM on the due date of payment; or
  - 13.1.2. if the Customer commits any other breach of any Agreement provided that if the breach in question is one which the Customer can effectively remedy then the said notice of termination shall not be effective to terminate such Agreement unless the Customer fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of; or
  - 13.1.3. if the Customer ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.
- 14. LIMITATIONS ON LIABILITY**
- 14.1. Products have been manufactured or developed by RM or third parties to standard specifications. The Customer accepts that RM is acting only as a supplier and that it is the Customer's responsibility to verify that the Products will be suitable for its own requirements. There are no warranties, conditions, guarantees or representations as to description, merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations whether express implied by statute or otherwise oral or in writing except as provided in these Conditions and except as to statute implied terms as to title.
- 14.2. Notwithstanding clause 14.1 (above), the remedies set out in these Conditions do not apply to consumer transactions except in so far as they add to the Customer's rights as implied by statute. In relation to such transactions, the rights and obligations of RM and the Customer in respect of defects in any Products supplied by RM to the Customer under an Agreement, the fitness for any particular purpose of such Products and the correspondence of such Products with any description or sample shall be determined by the terms and conditions implied by Statute.
- 14.3. Notwithstanding clauses 14.1 and 14.2 (above), all rights which the Customer may have under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are in addition to those set out in these Conditions.
- 14.4. If RM is unable, other than through the act or default of the Customer, within a reasonable time to replace or repair the defective Product in accordance with the terms of an Agreement and where the Product in question is totally unusable due to the defect or non-conformity, the Customer may reject it and upon its return to RM's premises is entitled to recover the purchase price of the relevant Product.
- 14.5. RM shall be liable for death or personal injury arising from the use of Products to the extent that it results from the negligence of RM or its employees. RM shall also be liable to the Customer for any other direct loss of or damage to tangible property caused solely by the negligence of RM or its employees subject always to the maximum aggregate liability of RM under any Agreement or in connection with the supply of any Products under it, whether in

respect of contract, tort or otherwise in relation to any successful claim made on RM by the Customer not exceeding the amount received by RM from the Customer in respect of sale of the Products to which the claim relates.

- 14.6. The Customer agrees that RM will not be liable for any loss arising out of the provision of goods or services by any company organisational person other than RM or for any loss caused by the Customer's failure to perform its obligations under an Agreement. In particular but without limitation to the generality of the foregoing, RM shall not be responsible nor liable for the Customer's inability to access any Product or any impairment in using any Product where such inability or impairment results from any incompatibility between any hardware or software used by the Customer, unless such items have been supplied by RM specifically for use with the Product in question.
- 14.7. RM shall not in any event be liable for any indirect, special or consequential loss, howsoever arising (including but not limited to loss of anticipated profits or of data) in connection with or arising out of the supply, functioning or use of any of the Products even if RM shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in these Conditions.
- 14.8. Save as expressly provided in clauses 14.1 to 14.7 (above) or as otherwise required by law, RM shall have no liability whatsoever to the Customer in connection with the supply of any Products howsoever arising and whether such liability arises directly or indirectly.
- 14.9. In particular but without limitation to the generality of clause 14.8 (above), the Customer acknowledges that RM is unable to exercise control over the content of material transmitted over the Internet and so RM excludes all liability for any kind of defamation, for the transmission or reception of material of any nature unless specifically provided by RM. Further, RM cannot guarantee that you will not receive "SPAM" and, as such, RM excludes all liability in respect of the same.

## 15. CUSTOMER INDEMNITY

The Customer agrees to indemnify and keep indemnified RM in respect of any and all actions, claims, demands, costs, losses, financial or non-financial penalties or charges, other charges and/or expenses (including legal expenses on an indemnity basis) that RM may suffer or incur as a direct or indirect result of, or in consequence of, any breach by the Customer of any of its obligations under an Agreement or its negligence in performing any of its obligations under an Agreement.

## 16. CONFIDENTIAL INFORMATION

- 16.1. "Confidential Information" shall mean and include all information which the disclosing party reasonably regards as confidential (which in the case of RM shall include without limitation all of RM's technical materials, documentation and pricing) but shall exclude information which:
- 16.1.1. information which is already in the public domain or comes into the public domain other than as a result of a breach of an Agreement;
  - 16.1.2. information which the receiving party can demonstrate was developed independently of information received from the other party;
  - 16.1.3. information which is required to be disclosed by statute (but not contractual obligation); and

16.1.4. information which is received from a third party who is entitled to share such information without restriction.

- 16.2. The Customer agrees that it will not disclose any of RM's Confidential Information to any third party without RM's prior written consent.
- 16.3. The Customer agrees to keep RM's Confidential Information secure and to implement such security measures on RM's Confidential Information as it employs on its own Confidential Information.
- 16.4. RM acknowledges that the Customer may have statutory obligations to consider disclosing RM's Confidential Information pursuant to, inter alia, the Freedom of Information Act 2000 (but this shall not include contractual obligations, in respect of which the confidentiality provisions in clauses 16.2 and 16.3 (above) shall apply in full). However, the Customer agrees that it will consult with RM in good faith prior to disclosing any of RM's Confidential Information in connection with any such statutory obligations and shall take into account in good faith all and any representations made by RM in connection with the decision as to whether or not to disclose the same prior to doing so. Should the Customer decide to disclose any such information (whether or not RM has made any representations), it shall provide RM with detailed written reasons for doing so.

## 17. DATA PROTECTION

- 17.1 In the Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the General Data Protection Regulation EU 2016/679 ("GDPR") and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by the Customer in connection with the Agreement. "Data Protection Legislation" means the GDPR and any national implementing laws, regulations and secondary legislation, as amended, revised, re-enacted, consolidated or updated from time to time.
- 17.2 The Customer acknowledges that it is a Controller and that RM is a Processor.
- 17.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 17.4 RM shall:
- 17.4.1 ensure that its employees shall, Process the Data only on the Customer's instructions as set out or referred to in the Agreement to provide the Services;
  - 17.4.2 provide appropriate technical and organisational measures:
    - (a) to ensure the protection of the rights of the Data Subjects; and
    - (b) ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;
  - 17.4.3 take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Services, including duties of confidentiality under any employment contracts;
  - 17.4.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in

ensuring compliance with applicable obligations under the Data Protection Legislation with respect to security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;

- 17.4.5 notify the Customer without undue delay after becoming aware of a Personal Data Breach;
  - 17.4.6 notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;
  - 17.4.7 at the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Services relating to Processing, except that:
    - (a) RM may keep any Data, if required by any applicable laws to store the Personal Data; and
    - (b) RM may keep Data stored in any system back-ups; and
  - 17.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 17 and provide access to the same for the purpose of a Customer conducted audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice.
- 17.5 The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Services under the Agreement and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. The Customer consents to the appointment by RM of sub-processors provided that:
- 17.5.1 RM notifies the Customer in writing of each sub-processor prior to the Processing of any Data by the relevant sub-processor and shall notify the Customer in writing of any change in the identity of the sub-processor from time to time; and
  - 17.5.2 RM shall put in place with any sub-processor, written contractual obligations which are at least equivalent to the obligations imposed on RM pursuant to this clause 17.
- 17.6 RM is aware of its sub-processor (including RM group entities) ("Recipient") wishing to transfer Data outside the European Economic Area to countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data pursuant to the Data Protection Legislation. Recipient therefore enters into an agreement incorporating the standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area. RM signs these terms as data exporter on behalf of the Customer and the Recipient will sign as data importer and this agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement. The Standard Contractual Terms are incorporated to this Agreement and are available at <https://www.rm.com/contractual-terms>.
- 17.7 Subject to clauses 17.8 – 17.10, RM shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to clause 17.4.
- 17.8 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of

the Data to RM in connection with, and for the duration of, the Services provided under the Agreement.

- 17.9 The Customer shall indemnify and hold harmless RM against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 17 by the Customer and/or its employees, agents and/or sub-contractors.
- 17.10 The Customer acknowledges that RM is reliant on the Customer for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from the Customer's instructions.
- 17.11 RM may also use the Customer's data in accordance with its Privacy Policy which can be found at [www.rm.com](http://www.rm.com).
- 17.12 Schedule 1 sets out the following information regarding the Data: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of RM.

## 18. ANTI-BRIBERY

The Customer shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising the Customer's rights under or in connection with this Agreement and/or any other agreement that the Customer may have with RM, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. The Customer shall, whenever requested by RM, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

## 19. EXPORT CONTROL

Under regulations governing United Kingdom trade and by virtue of its agreements with suppliers, RM requires to be pre-notified of shipments outside the United Kingdom. The Customer shall be and is required to obtain all necessary licenses prior to any such export. The delivery of all Products is subject to all such authorisations being available at the time of delivery.

## 20. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to acts of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, industrial disputes, change of law, acts or omissions of local government or other competent authorities.

## 21. NON-WAIVER

Failure by RM to exercise or delay exercising any of these Conditions shall not constitute or be deemed to be a waiver of RM's rights hereunder nor prejudice RM's rights to take subsequent action.

## 22. HEADINGS

The headings in these Conditions are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of these Conditions.

**23. NON-ENFORCEABILITY**

The invalidity or unenforceability for any reason of any part of any Agreement shall not prejudice the continuation in force of any other part of that Agreement.

**24. ASSIGNMENT**

No Agreement may be assigned by the Customer without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion). Any such attempt to assign shall be void.

**25. RELATIONSHIP BETWEEN PARTIES**

Nothing in any Agreement shall make either party the agent or partner of the other or give either party the power to bind the other.

**26. NOTICES**

26.1. Any notice required to be given under any Agreement shall be in writing or by email and shall be sent if in writing by first class post to the address of the Customer set out in each sales order (for notices to be sent to the Customer) or the registered office of RM (for notices to be sent to RM) and if by email to the address set out in each sales order (for notices sent to the Customer) or [ContractQueries@rm.com](mailto:ContractQueries@rm.com) and [companysecretary@rm.com](mailto:companysecretary@rm.com) (for notices sent to RM).

26.2. Notices correctly addressed and served in accordance with Condition 26.1 shall be deemed to be delivered if in writing, two Working Days after posting and if by email at 9.00 am the next Working Day.

**27. CUSTOMER MORE THAN ONE PERSON**

Where the Customer comprises two or more persons their liability and obligations to RM under any Agreement shall be joint and several.

**28. THIRD PARTY RIGHTS**

Nothing in any Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**29. MISCELLANEOUS**

RM reserves the right to change the Conditions from time to time either (i) on giving the Contract Holder no less than thirty (30) days' notice of the change and the date on which the change takes effect and/or (ii) by updating the same on its website at [www.rm.com](http://www.rm.com), in which case the updated Conditions shall take effect thirty (30) days after posting on [www.rm.com](http://www.rm.com).

**30. GOVERNING LAW**

All Agreements shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

## SPECIFIC CONDITIONS

### **RM ADSL (RM ADSL CONNECT), RM ADSL PLUS (RM ADSL2+), RM FTTC (RM FIBRE CONNECT) AND G.FAST**

Minimum initial term of 12 months or 36 months, as agreed. The Product is subject to a contention ratio. PSTN line required. RM will provide a RM Managed Router as standard (See specific condition 'RM Managed Routers' for more information). The product will deliver network access to the Internet. The Product does not include any network or LAN configuration and RM responsibility for this Product stops at the RM Managed Router.

The Customer must complete and return the customer requirements form provided by RM to the Customer no less than 7 (seven) working days prior to the Customer's scheduled installation date. The Customer must ensure the location for installation is clearly specified on the customer requirements form.

If the Customer fails to complete and return the customer requirements form within the time specified above, RM shall be entitled to invoice the customer in accordance with clause 8.1.

Rescheduling of an installation date by the Customer is permitted provided the RM project co-ordinator is notified of such request more than 72 hours' prior to the installation date. Requests received with less than 72 hours' notice prior to the installation date will incur a £150 charge. In the event that on the installation date, no notice is given, access is denied, or the appointment is rejected the Customer shall incur a £250 charge. These charges are to cover internal administrative costs as well as costs passed on by our telecommunications partners.

### **EOFTTC (RM FIBRE PLUS)**

Minimum initial term of 12 months or 36 months, as agreed The Product will provide a minimum guaranteed speed equal to the achievable upstream sync rate, with the ability to burst to the full achievable downstream sync rate but this burst speed may be subject to a contention ratio. The Product includes a MPF line, as a data-only service. RM will provide a RM Managed Router as standard (see specific condition 'RM Managed Routers' for more information). The Product will deliver network access to the Internet. The Product does not include any network or LAN configuration and RM responsibility for this product stops at the RM Managed Router.

The Customer must complete and return the customer requirements form provided by RM to the Customer no less than 7 (seven) working days prior to the Customer's scheduled installation date. The Customer must ensure the location for installation is clearly specified on the customer requirements form.

If the Customer fails to complete and return the customer requirements form within the time specified above, RM shall be entitled to invoice the customer in accordance with clause 8.1.

Rescheduling of an installation date by the Customer is permitted provided the RM project co-ordinator is notified of such request more than 72 hours' prior to the installation date. Requests received with less than 72 hours' notice prior to the installation date will incur a £150 charge. In the event that on the installation date, no notice is given, access is denied, or the appointment is rejected the Customer shall incur a £250 charge. These charges are to cover internal administrative costs as well as costs passed on by our telecommunications partners.

### **RM PSTN**

Minimum initial term of 12 months. The Product includes a Public switched telephone network (PSTN) line, as a data-only service. The Product does not include any network or LAN configuration.

The Customer must complete and return the customer requirements form provided by RM to the Customer no less than 7 (seven) working days prior to the Customer's scheduled installation date. The Customer must ensure the location for installation is clearly specified on the customer requirements form.

If the Customer fails to complete and return the customer requirements form within the time specified above, RM shall be entitled to invoice the customer in accordance with clause 8.1.

Rescheduling of an installation date by the Customer is permitted provided the RM project co-ordinator is notified of such request more than 72 hours' prior to the installation date. Requests received with less than 72 hours' notice prior to the installation date will incur a £150 charge. In the event that on the installation date, no notice is given, access is denied, or the appointment is rejected the Customer shall incur a £250 charge. These charges are to cover internal administrative costs as well as costs passed on by our telecommunications partners.

### **RM LEASED LINES, RM EFM**

Minimum initial term of 12 months or 36 months, as agreed. The Product will deliver network access to the Internet. The product is supplied with a RM Managed Router as standard (see specific condition 'RM Managed Routers' for more information). The Product does not include any network or LAN configuration and RM responsibility for this Product stops at the RM Managed Router.

The Customer may be permitted to cancel the order without charge at site survey stage only if additional costs are identified at that stage. Note that this does not apply beyond site survey stage.

The Customer must complete and return the customer requirements form provided by RM to the Customer no less than 7 (seven) working days prior to the Customer's scheduled installation date. The Customer must ensure the location for installation is clearly specified on the customer requirements form.

If the Customer fails to complete and return the customer requirements form within the time specified above, RM shall be entitled to invoice the customer in accordance with clause 8.1.

Rescheduling of an installation date by the Customer is permitted provided the RM project co-ordinator is notified of such request more than 72 hours' prior to the installation date. Requests received with less than 72 hours' notice prior to the installation date will incur a £150 charge. In the event that on the installation date, no notice is given, access is denied, or the appointment is rejected the Customer shall incur a £250 charge. These charges are to cover internal administrative costs as well as costs passed on by our telecommunications partners.

### **RM FTTP AND OTHER BROADBAND SERVICES**

Minimum initial term of 12 months or 36 months, as agreed. The Product is subject to a contention ratio. The Product will deliver network access to the Internet. The product is supplied with a RM Managed Router as standard (see specific condition 'RM Managed Routers' for more information). The Product does not include any network or LAN





configuration and RM responsibility for this Product stops at the RM Managed Router.

The Customer may be permitted to cancel the order without charge at site survey stage only if additional costs are identified at that stage. Note that this does not apply beyond site survey stage.

The Customer must complete and return the customer requirements form provided by RM to the Customer no less than 7 (seven) working days prior to the Customer's scheduled installation date. The Customer must ensure the location for installation is clearly specified on the customer requirements form.

If the Customer fails to complete and return the customer requirements form within the time specified above, RM shall be entitled to invoice the customer in accordance with clause 8.1.

Rescheduling of an installation date by the Customer is permitted provided the RM project co-ordinator is notified of such request more than 72 hours' prior to the installation date. Requests received with less than 72 hours' notice prior to the installation date will incur a £150 charge. In the event that on the installation date, no notice is given, access is denied, or the appointment is rejected the Customer shall incur a £250 charge. These charges are to cover internal administrative costs as well as costs passed on by our telecommunications partners.

### **RM MANAGED ROUTERS**

Where agreed, the Product consists of a pre-configured router delivered to the Customer's premises for use with RM ADSL, RM Broadband and Leased Lines Products and does not include installation or acceptance testing of the router unless specified otherwise. If requested, RM will supply public IP addresses. However, it is the Customer's responsibility to ensure that all necessary security precautions are taken to protect its network. RM will not be liable for any cost incurred following a security incident if the router was not supplied, managed and configured by RM or if the Customer has requested public IP Addresses. RM Managed Routers remain the property of RM Education Limited.

The customer is responsible for providing 2x wall mounted power sockets within two metres of the installation point, as well as a spare network point within 2 metres

Please note that any rack mountable router is not provided with Rackmount kits and this is the responsibility of The Customer.

### **RM DOMAIN NAME HOSTING**

Minimum initial term of one calendar year and on an annual subscription basis only. The Customer's domain name is hosted on RM's name servers. RM will create an entry on the name servers for the domain, using the information provided by the Customer. RM will contact the domain name registrar (e.g. Nominet) to change the name servers of the domain name to RM. Where the registered domain name does not end .uk, RM accepts no responsibility for contacting other domain name registrars. Support services included with the Product comprise of telephone and online support during standard working hours as defined on www.rm.com. The Customer shall be responsible for ensuring that the domain name to be hosted is registered and tagged to RM, liaising with third party companies to release domain names, updating the Customer's domain name details in the 'whois' database and updating the Customer's email contact address in the 'whois' database.

When the domain name does not end .uk, the Customer shall be responsible for informing the domain name registrar that they wish to transfer the hosting Product to RM. The Customer acknowledges that

changes to domain name data may not propagate across the Internet immediately. This means that, for a limited period of time, some servers may continue to use the old settings following any such change.

### **RM DOMAIN NAME REGISTRATION**

Minimum initial term of one calendar year and on an annual subscription basis only. RM will register a domain name for the Customer with the registry administrator (e.g. Nominet). RM can register domain names within a range of top level domain names, including .ac.uk, .org.uk, .org, .com and .co.uk. RM will liaise with the registry administrator to determine whether the requested domain name can be allocated to the Customer. At its discretion, RM may suggest alternative domain names when the preferred domain name is not available. RM will contact the Customer to confirm the Customer's choice of domain name.

RM will register the confirmed domain name with the registry administrator. RM will renew the registration with the registry administrator annually (or as per its renewal period) until the contract with the Customer is cancelled. RM reserves the right to change a domain's registry administrator at any time. Support services included with the product comprise of telephone and online support during standard working hours as defined on www.rm.com. The Customer shall be responsible for supplying the Customer's preferences to RM with regards to the domain name to be registered and confirming to RM the choice of domain name if confirmation is requested before the domain name is registered.

The Customer's choice of domain name must not infringe the rights of any third party (e.g. by some form of identity fraud). The Customer should abide by any requirements, limits or guidelines imposed by the registry administrator on the amount of data about the domain name that should or may be made publicly available. The Customer shall comply with any requests by the registry administrator to change to a domain name after it has been registered.

### **RM WEBSITE HOSTING**

Minimum initial term of one calendar year and on an annual subscription basis only. The product provides a defined amount of server space. The product does not include web authoring or upload tools. This product does not include uploading data. RM will backup data on a regular basis, but makes no guarantee expressed or implied as to the integrity of these backups. It is the responsibility of the Customer to keep a copy of any uploaded material. Restoration of data deleted by the Customer is not included in this service. RM will supply telephone support. The Customer hereby agrees not to upload unsuitable or illegal material, nor to host same, not to host chat rooms, not to resell space, not to exceed their contracted space (quota), not to use server resources to such an extent it jeopardizes server performance and resources for other customers and to Maintain a copy of all uploaded material.

### **RM SAFETYNET**

RM SafetyNet has a minimum initial term of 12 months, as agreed. RM shall provide a service that facilitates the blocking of access to URLs on lists maintained by RM and give the Customer's administrators the ability to maintain their own lists

RM shall maintain filter lists of websites, which contain Pornography, Drugs/Substance Abuse, Intolerance, Violence, Web based chat and web based email. RM also maintains a list of "non accessible" sites that are mandated for all Customers using RM SafetyNet. These non-accessible sites are created in connection with the Internet Watch Foundation (CAIC list), the City of London Police (PICU list) and the



Metropolitan Police service (CITRU list) and the contents of which are subject to change at any time. (the "Database").

As part of the provision of the Product, RM grants the Customer and its licensed end users, and the Customer accepts, a non-exclusive non-transferable licence to use the Database as part of accessing the Product. RM may terminate this licence at any time but the termination of this licence shall not necessarily affect the provision of the Product by RM.

RM makes no express or implied warranties or guarantees as to the performance of the Product, the accuracy or completeness of the Product or the Database. The Product can only decrease the likelihood of the Customer or an end-user accessing inappropriate content but cannot guarantee that such content will not be accessed.

The Product enables the Customer to allow the Customer and end-users to access web sites that RM has determined should be filtered (with the exception of Non-Accessible sites). The Customer may access such web sites by positively selecting such web sites for access. Any such selection by the Customer is made entirely at the Customer's own risk and RM shall not be liable to the Customer, end-users or any third parties, such as relatives of end users, for any claim, loss or expense caused directly or indirectly by such access and, further, the Customer hereby indemnifies and shall keep indemnified RM against all claims, losses, damages, costs and expenses arising from or incurred by reason of such access.

The Customer warrants and undertakes to RM not to access or attempt to access, nor to reverse engineer, decrypt or otherwise alter the filter list of Non-Accessible Sites at any time.

The Customer acknowledges the possibility that any Non-Accessible Site may at any time cease to publish, illegal, offensive or unsuitable material or material blocked by Database or links to it and may subsequently be adopted by a user for lawful or suitable purposes in the circumstances. RM shall have no liability in contract, tort, negligence, statutory duty or otherwise, for any and all loss or damage the Customer (or persons given access to the Product by the Customer) suffer (whether direct, consequential or any other form of loss) as a result of being prevented from accessing such Non-Accessible Site, howsoever arising.

It is the Customer's responsibility to ensure that the web browsers of all users requiring filtering are set to use a filtered proxy server in the case of RM SafetyNet Services require the Customer to provide access (at its cost) via a telecommunications and Internet connection provided by RM or the customer has purchased RM SafetyNet Cloud, (our filtering solution for customers that do not have an internet connection provided by RM) or that transparent filtering has been enabled for the site where a proxy address cannot be configured.

#### **RM REMOTESAFE**

Minimum initial term of one calendar year and on an annual subscription basis only. RM RemoteSafe is a remote storage service, powered by Redstor. Server Edition client software installed on the Customer's server enables data from the server to be encrypted, backed up and restored. As part of the purchase of this product, the Customer is also purchasing licences enabling it to use Server Edition software or plug-in software (such as for backing up a specified database) or a specified quantity of additional storage space. RM will supply the Server Edition software or plugin software or additional storage space specified by the Customer in their order.

The Customer is responsible for ensuring that their username, password, and encryption key are secure. The Customer acknowledges that if they forget or lose their encryption key, the encrypted stored data will be impossible to restore, as RM does not

hold a copy of the encryption key and therefore cannot retrieve encrypted data.

This product is capable of installation by the Customer, who agrees to follow the instructions provided by RM.

The Customer acknowledges that the time required to complete the first backup or restoration of a large quantity of data depends factors outside RM's control (such as the speed of the Customer's internet connection, the server's processing power, number of files to be backed-up, etc). After the first complete backup, subsequent backups will take much less time to complete because they are carried out on an incremental basis.

Customers choosing to include RM RemoteSafe in a disaster recovery strategy acknowledge that they will need to make arrangements to have their server rebuilt and the Server Edition client software and any plug-in software reinstalled before data can be restored to the server over the Internet via the RM RemoteSafe service.

RM reserves the right to delete the stored data of any Customer with incorrect or lapsed licence entitlement to use the service. Unless otherwise agreed in writing, a minimum quantity of storage space is available. RM can change the minimum capacity at its discretion. RM shall not store data that exceeds the Customer's space limits.

RM reserves the right to charge an administrative fee for complying with the Customer's change request if the request falls outside the normal scope of the RM RemoteSafe service. RM has the right to delete any data from a service that has been disabled for more than one calendar month.

The Customer shall be responsible for ensuring that the server meets the specifications for the service. For more information, see [www.rm.com](http://www.rm.com). The Customer shall be responsible for ensuring that the server is maintained in good working order and within the required specifications. Support services included with the product comprise telephone and online support during standard working hours as defined on [www.rm.com](http://www.rm.com).

RM shall make available or deliver to the Customer any new release or version of the software which is required by RM in order for the Customer to use the service. The Customer shall be responsible for ensuring any such release or version is used in compliance with instructions supplied and within the time specified by RM. The old version will no longer be supported after two weeks of the updated version.

The Customer shall be responsible for carrying out administrative tasks for backing up their server (such as selecting data to be backed up, setting the automatic backup schedule, restoring backed-up data, etc).

Unless otherwise agreed in writing, the Customer acknowledges that there is a minimum orderable quantity of additional storage space. More information can be found by visiting [www.rm.com](http://www.rm.com).

#### **RM BUZZ FOR CHROME**

There is a 12 month minimum initial term.

RM Buzz for Chrome is a cloud-based internet filtering software for Chromebooks. The internet filtering is solely powered by RM User based filtering from RM SafetyNet. Other services of RM SafetyNet are not included and RM reserves the right to include and/or remove and/or charge for any service within RM Buzz for Chrome at any time.

RM Buzz for Chrome is capable of installation by the Customer, who agrees to follow the instructions provided by RM. RM makes available



an introductory quick-start guide to aid the Customer's use of RM Buzz for Chrome. No other support is provided.

The Customer warrants and undertakes to RM not to access or attempt to access, nor to reverse engineer, decrypt or otherwise alter the filter list of Non-Accessible Sites at any time.

### **SSL CONNECT**

Minimum initial term of 12 months and on an annual subscription basis only. SSL Connect is a remote access and Virtual Private Network (VPN) access management tool based on BIG-IP Edge software from F5 Networks, hosted by RM Education on its infrastructure.

Browser extensions installed on the Customer's devices enables encryption of any data going from the connected device to RM's datacentre. As part of the purchase of this product, the Customer is purchasing concurrent licences enabling a specified number of users to access the service and also access to RM Unify Basic Plus for User Provisioning purposes. RM will supply the client software or additional licences specified by the Customer in their order.

The customer is responsible for ensuring that their username and passwords are secure. The customer acknowledges that if data is lost or intercepted due to poor username and password practice then this is their responsibility.

This product is capable of installation by the Customer, who agrees to follow the instructions provided by RM and provide any relevant details requested during the installation process.

### **RM CONNECTIVITY SERVICES PORTAL**

The RM Connectivity Services Portal is a cloud-based self-service portal allowing RM Connectivity Customers access to RM Self-Service DNS and RM Self-Service Firewall.

By using this product, the Customer authorises administrative users of the product to make changes to their DNS and/or firewall policies. It is the Customers' responsibility to ensure that their users are appropriately skilled and have the necessary authorisation.

It is the Customer's responsibility to ensure that all necessary precautions are taken when using the RM Connectivity Services Portal to ensure any firewall policies or DNS entries created do not put the RM network or its customers at risk of compromise.

RM shall maintain global policies across our firewalls where needed for RM provided products and solutions. These global policies may take precedence over customer defined policies in order to maintain security for RM and its customers.

Defined services/applications and groups of services/applications are automatically updated by our hardware provider based on published information from the services or application cloud provider. RM accepts no liability for the accuracy of these policies.

RM will not be liable for any cost incurred following the result of misuse or incorrect configuration of the product

### **RM VOICE**

There is a 36 month minimum initial term.

The Customer shall, at its own cost, ensure it has in place the minimum connectivity required for the Product (2Mbps down and 2Mbps up) and have another phone service available in the event of an emergency.

RM cannot guarantee the quality of the calls made using the Product. Where RM is not the connectivity supplier to the Customer, RM does not have the ability to investigate any network issues. It is the Customer's responsibility to work with their connectivity supplier to resolve these faults. Where appropriate, RM will provide reasonable support to the Customer to resolve the issue.

The Customer must complete and return the RM Discovery Form no more than 7 (seven) working days from prior to the Customer's scheduled installation date. The Customer must ensure the precise location for installation is clearly specified on the Discovery Form. The Customer is responsible for ensuring any local network configuration is applied on/or prior to the installation date as specified by RM on the Discovery Form provided or in RM's technical documentation.

In addition to the precise installation location, the Customer shall also provide RM with the full address of the establishment where the Product will be used, for the purposes of registration with the emergency services.

The Customer shall provide to RM any and all information required from time to time for the installation or support of the Service as outlined in RM's support documentation, in order to ensure the Service functions as specified.

The Customer may request (in writing) RM ports the UK telephone number they have been allocated. RM will process the transfer (provided RM is able to do so) to the Customer's new telecommunications provider as soon as reasonably practicable. An administration charge will be applied to process this request.

Where RM rejects a Customer's request to transfer or requests a re-submission of the request due to incorrect information provided by the Customer, a charge will be applied per rejection or re-submission, based on the type of rejection and the length of time taken to correct. RM will preconfigure the Product prior to installation. RM cannot guarantee to make any changes to the specification or requirements requested by the Customer less than 48 hours before installation. Any changes highlighted on installation day will be processed via RM's standard change procedure.

Rescheduling of an installation date by the Customer is permitted provided the RM project co-ordinator is notified of such request more than 72 hours' prior to the installation date. Requests received with less than 72 hours' notice prior to the installation date will incur a £180 charge. In the event that on the installation date access is denied or the appointment is rejected, the Customer shall incur a £350 charge. These charges are to cover internal administrative costs as well as costs passed on by RM's telecommunications partners.

The Customer shall provide a technical representative to assist RM engineer on the day of installation and make all the locations where the installation is required available for the engineer to access. If the Customer fails to provide access to these locations within the agreed timescales, RM shall be entitled to invoice the Customer for additional installation day(s).

The Customer undertakes to use the Services in accordance with the Telecommunications Act 1984 and the Communications Act 2003, and any licence granted. The Customer undertakes not to use the Services:

(a) as a means of communication for a purpose other than that for which the Services are provided;

(b) for the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing character or is of a nature which if transmitted would constitute a criminal offence or would infringe the rights of any third party including but not limited to contractual rights and intellectual property rights; or

(c) for any purpose which RM may notify to the Customer from time to time by reason of any relevant legislation which comes into force.

The Customer acknowledges that they shall only have a licence to use for the duration of the contract any UK telephone number(s) that RM may allocate to them. Further, the Customer shall not acquire any other legal, equitable or other rights in relation to any such telephone number(s). The Customer is not entitled to sell, transfer or assign any telephone number(s) allocated by RM and neither is permitted to register them as trademarks. Upon termination of the Agreement, the Customer's licence to use such telephone number(s) shall automatically terminate and thereafter the Customer shall cease to use such telephone number(s). Nothing in this Agreement will prevent the Customer from validly transferring any ported telephone number to another communications provider if permitted to do so by applicable law or regulation.

The Customer agrees not to use any telecommunications equipment on the Product that has not been pre-approved by RM.

Unless otherwise agreed in writing, the Product and associated equipment RM installs at the Customer's premises shall remain the property of RM and the Customer shall not obtain any rights or title to it. The Customer is responsible for ensuring that it is returned to RM in good condition.

All handsets are covered by a 12 month manufacturing warranty. In addition, RM will provide a handset replacement service (determined by RM on a case by case basis and in its sole discretion) as detailed below:

- RM will provide one replacement per handset for the lifetime of the Agreement;
- Handsets which have been lost or stolen will not be replaced;
- Handsets with cosmetic damage only (not affecting how the handset works, such as scratches and dents) will not be replaced;
- Only handsets purchased as part of an RM subscription and/or managed services agreement will be eligible for replacement. Any handset, accessory or expansion module purchased separately, WiFi and DECT handsets and DECT IP base stations will not be eligible for replacement;
- If any handset is not in stock at the time the issue is reported, a model of similar value and specification will be provided as the replacement. Customer will not be charged for a replacement handset, but each replacement handset will incur an administration charge covering the

provisioning and shipping of the replacement handset to Customer's establishment.

- If any replacement handset becomes damaged or unusable due to defect following replacement (provided such damage is not caused by RM and such defect is not covered by the manufacturing warranty), Customer agrees to pay RM's reasonable costs for replacement or repair of such handset.

Calls are subject to fair usage restrictions of 2000 minutes applicable to UK landlines (Starting 01, 02, 030 and 033) and 1000 minutes to standard UK mobile.

By purchasing and using the Product the Customer agrees to the processing of their personal data in line with the Hello Telecom privacy policy (details of which can be found at <http://www.hello-telecom.co.uk/gdpr>)

RM may suspend or terminate the Service at any time:

- a. due to the Customer's non-conformance with the terms of this Agreement;
- b. if any Charges are outstanding;
- c. the Product is being used in breach of any laws;
- d. if it becomes unlawful for RM or any carrier supporting the Product to continue providing the Product or supporting service;
- e. if RM or any carrier supporting the Product is required by a competent regulatory authority to cease the provisions of the Product or supporting service; or
- f. any carrier providing the Product or supporting service ceases to provide the Product or supporting service to RM for whatever reason.

RM may, from time to time and at its absolute discretion, bar certain call destinations including, but not limited to, international premium rate and non-geographic telephone services and overseas local premium rate and non-geographic services. RM will provide a list of all available call destinations upon request.

The Customer shall register each telephone number that wishes to make emergency calls and maintain an accurate address record against the number.

## Schedule 1

### Processor information – Internet Products

The Customer acknowledges that RM and its subcontractors may have access to Personal Data in the provision of the RM Internet Products (excluding RM SafetyNet (see below)) to the Customer throughout the term of this Agreement.

Below, RM has set out certain information regarding RM's Processing of the Personal Data as required by article 28(3) of the GDPR.

Article	Description	Details
28 (3)	<b>Subject matter of the processing</b>	Staff and Pupils
	<b>Nature and purposes of the processing</b>	Logging on proxy; Data traversing the network
	<b>Type of Personal Data</b>	Data that traverses our network; Username and IP address on proxy
	<b>Categories of Data Subject</b>	Staff and pupils at the school
	<b>Duration of the processing</b>	Live Processing will be carried out for the duration of the Agreement. RM has a Disconnect Process which includes the destruction and deletion of data at contract end.
28 (3) (a)	<b>Documented instructions</b>	All processing carried out by RM will be done in accordance with RM Internet Products Terms and Conditions, which must be agreed by the customer in advance of such processing.
28 (3) (b)	<b>Confidentiality</b>	All RM staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	<b>Security</b>	<p>RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business units are certified to ISO 27001:2013.</p> <p>A wide range of technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Data encryption</li> <li>• Anti-virus and anti-malware software</li> <li>• Network monitoring</li> <li>• Access management</li> <li>• Vulnerability scanning and penetration testing</li> </ul> <p>A wide range of non-technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Physical security controls at RM offices</li> </ul>

		Security policies, including Data Classification & Handling, Data Protection, etc.
<b>28 (3) (d)</b>	<b>Other processors</b>	RM will not use other processors other than those referenced in the Terms & Conditions or the Privacy Policy.  See applicable details below.
<b>28 (3) (e)</b>	<b>Data subject's rights</b>	RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.
<b>28 (3) (f)</b>	<b>Compliance</b>	Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.
<b>28 (3) (g)</b>	<b>Data deletion</b>	Live Processing will be carried out for the duration of the Agreement. RM has a Disconnect Process which includes the destruction and deletion of data at contract end.
<b>28 (3) (h)</b>	<b>Transparency</b>	RM will make available to the controller all information necessary to demonstrate compliance with its obligations.

<b>Name of sub-processor</b>	<b>Activity undertaken by sub-processor</b>	<b>Location of sub-processor</b>	<b>Type of data processed by sub-processor</b>
This will vary depending on the Customer's connection type, please contact RM for further details.	-	-	-

### Processor information – RM Safetynet

The Customer acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM Safetynet to the Customer throughout the term of this Agreement.

Below, RM has set out certain information regarding RM's Processing of the Personal Data as required by article 28(3) of the GDPR.

Article	Description	Details
28 (3)	<b>Subject matter of the processing</b>	Staff and pupil data for administration and use of RM Safetynet.
	<b>Nature and purposes of the processing</b>	Staff data is used to log on to RM Safetynet and administer the system. It is also used to view information about pupil and staff browsing history.  Pupil's year groups and date of birth is used to help set filtering lists and ensure filtering is applied appropriately.
	<b>Type of Personal Data</b>	Staff – Name and Surname, IP address, internet browsing history Pupil – Name, surname, date of birth , Year Group, IP address and internet browsing history
	<b>Categories of Data Subject</b>	Staff and pupils at the school that use the school's internet connection to browse the internet on configured devices
	<b>Duration of the processing</b>	Live Processing will be carried out for the duration of the Agreement. RM has a Disconnect Process which includes the destruction and deletion of data one year (365 days) after contract end unless RM are required to hold the data under statutory guidance or law due to an ongoing criminal or safeguarding investigation.
28 (3) (a)	<b>Documented instructions</b>	All processing carried out by RM will be done in accordance with RM Internet Products Terms and Conditions, which must be agreed by the customer in advance of such processing.
28 (3) (b)	<b>Confidentiality</b>	All RM staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	<b>Security</b>	RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business units are certified to ISO 27001:2013.  A wide range of technical controls are used, including but not limited to: <ul style="list-style-type: none"> <li>• Data encryption</li> <li>• Anti-virus and anti-malware software</li> <li>• Network monitoring</li> <li>• Access management</li> <li>• Vulnerability scanning and penetration testing</li> </ul>

		<p>A wide range of non-technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> <li>Physical security controls at RM offices</li> <li>Security policies, including Data Classification &amp; Handling, Data Protection, etc.</li> </ul>
<b>28 (3) (d)</b>	<b>Other processors</b>	<p>RM will not use other processors other than those referenced in the Terms &amp; Conditions or the Privacy Policy.</p> <p>See applicable details below.</p>
<b>28 (3) (e)</b>	<b>Data subject's rights</b>	<p>RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.</p>
<b>28 (3) (f)</b>	<b>Compliance</b>	<p>Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.</p>
<b>28 (3) (g)</b>	<b>Data deletion</b>	<p>Live Processing will be carried out for the duration of the Agreement. RM has a Disconnect Process which includes the destruction and deletion of data one year after the termination of the agreement.</p> <p>Prior to termination, customers are able to access RM Safetynet to download the Data. At the date of termination, access to RM Safetynet will be revoked and customers will no longer be able to access the Data. RM will delete all live data from the RM Safetynet system one year (365 days) following the date of termination. At this point, the Data will not be recoverable.</p>
<b>28 (3) (h)</b>	<b>Transparency</b>	<p>RM will make available to the controller all information necessary to demonstrate compliance with its obligations.</p>

<b>Name of sub-processor</b>	<b>Activity undertaken by sub-processor</b>	<b>Location of sub-processor</b>	<b>Type of data processed by sub-processor</b>
N/A			