



Quadraris Cloud Terms and Conditions

Quadraris Cloud Service is supplied subject to these Terms and Conditions. Where your organisation has a separate Master Supply Agreement or Framework Agreement in place with Quadraris, additional terms of such agreement may apply.

1 Definitions and Interpretation

1.1 In these terms and conditions, the following words have the meanings given:

“Acceptable Use Policy” means the policy specified by Quadraris for the use of any Quadraris Service, which policy is set out on the Quadraris website (under the heading Quadraris Legal Information, Acceptable Use Policy)

“Authorised Users” means those users authorised by the Customer to have access to and receive the Quadraris Cloud Service;

“Business Day” means any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland;

“Confidential Information” all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating either to the Service, the Seller or the Buyer (as the case may be);

“Contract” means the contract for the purchase by the Customer of the Quadraris Cloud Service incorporating these terms and conditions ;

“Customer” means the firm or company ordering the Quadraris Cloud Service;

“Default” shall mean any breach by either party of its obligations under a Contract, any default, act, omission, negligence or statement by either party, its employees, agents or sub-contractors arising out of or in connection with a Contract and in respect of which either party may be legally liable;

“Discount Term” the minimum duration of either the Solo or Reserved Service which may be selected by the Customer when purchasing the Quadris Cloud Service. During the Discount Term the Customer shall benefit from a discount as shown on the Order or online portal.

“Fees” means the fees payable by the Customer for the Service;

“Group” means in relation to any party that company and every other company which is for the time being a subsidiary or holding company (as defined in the Companies Act 1985) of that company or a subsidiary of such holding company;

“Intellectual Property Rights” means copyright, patent, trademark, service marks, registered designs, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing;

“Order” means any request to purchase the Quadris Cloud Service, received by Quadris from the Customer either by email or by the Customer requesting Service through the Quadris cloud portal;

“Quadris” means Quadris Limited or any such other company that Quadris may appoint as sub-contractor to provide the Service;

“Quadris Cloud Service” or “Service” means the cloud service made available on Quadris’ network available at <https://quadris.cloud> including the Solo and Reserved Service (as set out) and including requirements to access the Service and what is included in, and excluded from, the Quadris Cloud Service;

“Service Level Agreement” or “SLA” shall mean the service level in respect of the Quadris Cloud Service which can be found at <https://quadris.cloud>

“Support” shall mean the support to be provided by Quadris for the Service as set out in Quadris’ support Service description: such support to be provided based upon the options selected by the Customer for the level of support required.

- 1.2 All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.
- 1.3 Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated.
- 1.4 The use of headings in these terms and conditions shall be for convenience only and shall not affect the interpretation of these terms and conditions.
- 1.5 Reference to any statute or statutory provision or any other regulation includes any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2 Contract Formation

- 2.1 The Quadris Cloud Service shall be subject to the following terms and conditions of which shall form part of and govern this Contract.
- 2.2 Acceptance by the Customer of the Quadris Cloud Service shall be deemed to be acceptance of these terms and conditions. Placing an order for Quadris Cloud through the Quadris cloud portal shall be subject to these terms and conditions, which shall be incorporated by reference into the Contract.
- 2.3 Any terms and conditions proposed by the Customer or otherwise issued by the Customer shall be void and of no effect and these terms and conditions shall override any previous agreements relating to the provision of the Service between the parties.
- 2.4 No waiver of or amendment to these terms and conditions shall be effective unless made in writing and signed by Quadris. Purported amendments by e-mail or telephone will not be effective.
- 2.5 The Contract contains the entire agreement of the parties in relation to the supply of the Service by Quadris to the Customer and the Customer irrevocably waives any right it might have to claim for damages and/or to rescind a Contract because of any misrepresentation by Quadris (unless such misrepresentation was made fraudulently) or any warranty not contained in the Contract.
- 2.6 No Contract exists between the Customer and Quadris until the Quadris Cloud Service is being delivered.
- 2.7 The Service may be ordered by the Customer only by the Customer signing up for the Service online using the Quadris' portal for online ordering at <https://quadris.cloud>. Support and assistance in completing online ordering is available from Quadris.

3 Cloud Service

- 3.1 Quadris grants to the Customer a non-exclusive and non-transferable right to use the Service solely for Customer's internal business purposes.
- 3.2 The Customer's use of the Service is in accordance with (i) these terms and conditions and (ii) Quadris' Acceptable Use Policy for the use of the Service. The Acceptable Use Policy sets out the details regarding the receipt and use of the Service and sets out the rights and actions that Quadris may take if the Customer or any Authorised User uses the Service in breach of the policy. The Acceptable Use Policy can be found at <https://quadris.co.uk/quadris-legal-information>.
- 3.3 In circumstances where the Customer or any Authorised User is in breach of the Acceptable Use Policy, Quadris reserves the right to take such actions as are necessary in respect of such breach, including involvement of the law enforcement authorities and the immediate suspension or termination of the Service.

- 3.4 The Customer may permit Authorized Users to use the Service. Usage is limited to the volume metrics and limitations stated. Access credentials for the Service may not be used by more than one Authorised User. Customer is responsible for breaches of the Agreement caused by Authorized Users' use of the Service.
- 3.5 Customer will monitor its own use of the Service and report any use in excess of the volume metrics and limitations. Quadris may monitor use to verify compliance with the volume metrics and limitations in the Contract. Where the use of the Service by the Customer exceeds the volume metrics or limitations, Quadris shall notify the Customer and shall be entitled to charge the Customer for additional usage in accordance with charges for the use of the Service.
- 3.6 Quadris may suspend or limit use of the Service if continued use by the Customer or any Authorised User may result in material harm to the Service or affects other users of the Service. Quadris will promptly notify Customer of the suspension or limitation. Quadris will limit any suspension or limitation in time and scope as reasonably possible under the circumstances.
- 3.7 The Service may include integrations with web Service made available by third parties (other than Quadris or its Affiliates) that are accessed through the Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Service and the Contract does not apply to them. Quadris shall have no liability in respect of the failure or non-performance of such third-party services.
- 3.8 Authorized Users may access the Service through mobile applications obtained from third -party websites and through the internet. Quadris does not take responsibility for access to the Service through third party applications or the internet. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Contract.

4. Quadris' Responsibilities

- 4.1 Quadris shall provide the Service as described at <https://quadris.cloud>. Quadris will provide Support for the Service in accordance with the relevant support option selected by the Customer. Quadris reserves the right to alter or modify all or part of the Service from time-to-time which alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, products, software, documentation or changes in instructions. Where such alteration or modification materially alters the Service, the Customer shall have the right to terminate the receipt of the Service.
- 4.2 Quadris will make the Service available to the Customer with reasonable skill and care and subject to these terms and conditions.
- 4.3 Quadris shall use all reasonable endeavours to make the Service available at the times and as described. Quadris provides the Service in accordance with the SLA and save as set out in the SLA, Quadris shall have no liability for any failure to make the Service available as advertised.
- 4.4 Quadris shall be entitled without liability to take any measures that affect the access to the

Service when deemed reasonably necessary for technical, maintenance, operational, or security reasons and Quadris reserves the right at any time and without prior notice to the Customer to temporarily discontinue the Service or any part thereof, change the Service hours of operation or to limit the Customer's access to and use of the Service in order to perform repairs, make modifications to the design, operational method, technical specifications, **systems, and other functions.**

4.5 Quadris shall have no liability for any failure in the Service which is caused by use of the Service contrary to Quadris' instructions, or modification or alteration of the Service by any party other than Quadris or its duly authorised contractors or agents. If the Service do not reasonably conform to the relevant Service Description, Quadris will use reasonable commercial endeavours to correct any such non-conformance. Notwithstanding the foregoing, Quadris:

(a) does not warrant that the Customer's use of the Service will be uninterrupted or error-free; or that the Service will meet the Customer's requirements or that the Service is free of viruses or other harmful components; and to the fullest extent permitted by law, disclaims all other warranties, express or implied, arising by law or otherwise (including, without limitation, any implied warranty of merchantability, any fitness for a particular purpose, any non-infringement and any implied warranty arising from course of performance, course of dealing or usage of trade) with respect to any error, defect, deficiency, infringement or noncompliance in the Service or any other items provided by, through or on behalf of Quadris under the Contract;

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including mobile services, the internet, and by entering into the Contract the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

(c) is not responsible for any content downloaded or otherwise obtained through the use of the Service by the Customer or its Authorised Users and such content shall be downloaded or otherwise obtained at the Customer's own risk and the Customer will be solely responsible for any damage to its computer systems or losses of data that results from same;

(d) shall not be liable for the Customer's connection to or the availability or non-availability of the Service; and

(e) shall not be liable for any prevention of access to the Service or any impairment of the functionality of the Service brought about by any restrictions or limitations imposed on Authorised Users by the Customer.

5. Fees

5.1 Customer shall pay fees for the Service as stated at <https://quadris.cloud>.

5.2 The fees payable by the Customer for the Service will be exclusive of Value Added Tax or other applicable sales tax, which tax shall be in addition and shall be paid by the Customer at the rate from time to time in force and shall be paid in addition to the fees in accordance with the payment provisions below.

- 5.3 Whilst every effort is made to ensure fees quoted and descriptions of Service indicated are as described, if an error is found Quadris will inform the Customer as soon as possible and provide the Customer with the option to continue with the Service at the revised price or cancel the Service.
- 5.4 If Customer does not pay fees in accordance with the terms of the Contract then, in addition to any other available remedies, Quadris may suspend Customer's use of the Service until payment of all outstanding fees is made. Any fees not paid when due shall accrue interest on a daily basis at the rate of 8% above the Bank of England annual base rate. Quadris may collect payment for any amounts due to Quadris from the Customer in accordance with the payment provisions below. Customer may not withhold, reduce or set-off fees owed. All fees are non-refundable.
- 5.5 Quadris reserves the right to alter its fees upon notice to the Customer. Where Quadris proposes any change of fees during any term, Quadris will give the Customer not less than 30 days' notice of the change in fees. The Customer shall have the right not to accept the revised pricing and to terminate the receipt of the in accordance with these terms. If the Customer does not reject the revised pricing and continues to receive the Service, it shall be deemed to have accepted such revised pricing.

6 Payment

- 6.1 Payment for the Service shall be made by the Customer by providing payment card details upon signing up for the Service or by opting for Quadris' cardless payment. Details of payment can be found at <https://quadris.cloud>.
- 6.2 By signing up to the Service the Customer agrees to payment either by providing payment card details or by Direct Debit using Quadris' Gocardless service and agrees to deduction of fees by Quadris as provided under these terms and conditions and authorises Quadris to make such deductions.
- 6.3 Payment for Service used by the Customer is due and will be charged automatically on the 1st day of each month for the Service used the previous month. Payment may take a few days to be processed. Details of fees and usage will be available to the Customer on its online account at <https://quadris.cloud>. It is the Customer's responsibility to validate its usage and payments through its online account. Payment will be deducted automatically. If the Customer does not supply cleared funds within this timeframe or if the payment is for any reason not authorised, Quadris shall have the right suspend the provision of the Service until all amounts owing to Quadris have been paid and in addition to the right to claim interest as set out above, Quadris shall also be entitled to charge the Customer an administration fee of £50.00 per non-payment event.
- 6.4 The Customer agrees to make all payments due irrespective of any dispute or claim the Customer may have with or against any third party.

7 Liability

- 7.1 Quadris does not limit its liability for death or personal injury caused by the negligent acts or omissions of Quadris or for any liability arising from fraud or fraudulent misrepresentation.

- 7.2 The maximum aggregate liability of Quadris to the Customer whether in contract, tort or otherwise for any direct loss or damage (other than to tangible property) suffered by the Customer as a result of any Default of Quadris shall be limited in aggregate to 100% of the total amounts paid by the Customer in the preceding twelve months when the event giving rise to the liability occurs.
- 7.3 Neither party shall be liable to the other whether in contract, tort or otherwise for any loss of profits, business, revenue, goodwill, data or anticipated savings, whether sustained by the Customer or any other Authorised User nor for any indirect or consequential loss.
- 7.4 Any advice or recommendations given to the Customer by Quadris or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by Quadris, is followed or acted upon entirely at the Customer's own risk and accordingly Quadris shall not be liable for any such advice or recommendation which is not so confirmed.

8 Intellectual Property Rights

- 8.1 All Intellectual Property Rights in or relation to the Service (including any manuals and operating documentation relating thereto) or in any materials (including Software) created by Quadris during the course of providing the Service shall vest in Quadris or its suppliers as the case may be and the Customer shall have no title to or interest in any such Intellectual Property Rights except to the extent that Quadris grants to the Customer a non-exclusive, non-assignable right under any intellectual property to receive and make use of the Service as set out in this Contract.
- 8.2 The Customer will notify Quadris immediately if it becomes aware of any illegal or unauthorised use of any of the Service or any of the Intellectual Property Rights in the Service and will assist Quadris and/or its suppliers in taking all steps necessary to defend the owners' rights.
- 8.3 The Customer undertakes that it shall not (and that it shall not employ nor permit any third party or any Authorised User) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer Software or any part thereof used in the provision of the Service and shall not use the Service other than as set out in this Contract.

9 Confidentiality

- 9.1 Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary or which by its nature would reasonably be deemed confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent.
- 9.2 This clause shall not extend to any information which was rightfully in the possession of a party prior to the commencement of the negotiations leading to a Contract, which is already public knowledge or becomes so at a future date (otherwise as a result of a breach of the clause) or which is trivial or obvious.
- 9.3 Each party shall ensure that its employees are aware of and comply with the provisions of this clause.

9.4 This clause shall apply for a period of 2 years following any termination of this contract.

10 Termination

10.1 The Contract shall commence upon the date the Customer starts receiving the Service.

10.2 Save as set out below, the Service are fully flexible, and the Customer shall have the right to stop receiving the Service by using the “close account” facility available at <https://quadris.cloud>.

10.3 Where the Customer has accepted a service with a Discount Term, if the Customer terminates the Service within that Discount Term, Quadris reserves the right to recover from the Customer an amount equal to the discount that the Customer has received for the period of use of the Service (which it would not have otherwise received if it had not selected the Discount Term). Recovery of such amount shall be collected immediately upon termination of the Service by the payment method set out above.

10.4 Without prejudice to any other rights or remedies Quadris might have against the Customer Quadris may terminate a Contract or suspend the performance of the Service the Customer if:

- a. The Customer defaults in making payment for any of the Service ; or
- b. The Customer materially defaults in any of its obligations under these terms; or
- c. The Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Defaulting Party; or the Customer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any steps are taken to wind up the Customer, or an administrator, administrative receiver or receiver is appointed over the Customer’s business or any part of its assets.

10.5 Quadris shall have the right to terminate the Service with 6 months’ notice. Where Quadris terminates the Service, it shall have the right to charge the Customer the fees for the Service used by the Customer up to the date of termination.

10.6 Upon termination, the Customer shall stop using the Service, and Quadris shall have the right to remove the availability of the Service from the Customer, including preventing access from the public internet or any private networks to resources being published by the Customer through the use of the Service. Upon termination, the Customer shall have 30 days to recover any data or other information it requires. Where the Customer owes any amounts to Quadris, Quadris shall have the right to withhold the Customer’s access to such data or information until payment has been made in full. Where the Customer requires technical assistance with the termination of the Service, Quadris shall provide such support in accordance with the reasonable instructions of the Customer. Quadris shall be entitled to charge for such support at the consultancy Fees agreed.

10.7 After a period of 30 days from the termination, but no more than 60 days, Quadris shall irreversibly delete the Customer's account and all the Customer's data and information. Quadris shall have no obligation to retain any Customer data or information beyond such period.

10.8 Any clauses capable of surviving termination shall do so.

11 Variations

11.1 Quadris reserves the right to modify these terms and conditions upon notice in writing to the Customer. Any such modification will apply with effect from the date of such notification.

12 Assignment

12.1 The Customer shall not assign or otherwise transfer any of its rights or obligations under this Contract whether in whole or in part without the prior written consent of Quadris, which shall not be unreasonably withheld.

13 Invalidity

13.1 If any provisions, or portions thereof, of this Contract are held to be invalid and unenforceable under any applicable statute or rule of law, the remaining provisions of the Contract shall remain in full force and effect.

14 Force Majeure

14.1 Neither Quadris nor the Customer shall be liable to the other or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Service, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

Act of God, explosion, flood, tempest, fire or accident

war, sabotage, insurrection, civil disturbance or requisition;

acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

import or export regulations or embargoes;

strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Seller or the Buyer or of a third party);

power failure or breakdown in machinery

Use of any third-party technology which is not under the control of the party providing the service, including the internet, telecommunications Service, mobile telecommunications infrastructure.

15 Law

15.1 This Contract shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

16 Waiver

16.1 The waiver by either party of a breach or default of any of the provisions on this Contract by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operate as a waiver of any breach or default by either party.

17 Rights of Third Parties

17.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person who is not a party to this Contract (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

18 General Data Protection Regulation

18.1 Quadris will provide access for the Customer and its Authorised users to use the Service. As part of the Service, the Customer may use the Service for the processing of personal data (as defined within the Data Protection Act 2018 and related legislation) (**Personal Data**).

18.2 In providing the Service it is not anticipated that Quadris will have any access to any Personal Data of the Customer (other than data used in the processing of provision of the Service or in providing any Support). Any use of the Service by the Customer (including the use of Quadris' infrastructure used in the provision of the Service) is for use by the Customer for its own purposes). Save for use of Personal Data by Quadris to give effect to the Contract, any access to any Personal Data will be by the Customer or its Authorised Users as data controller.

18.3 Both parties will comply with all requirements of UK GDPR (as set out in the Data Protection Act and the General Data Protection Regulations) as the same may be modified from time to time. This clause does not relieve, remove or replace, a party's obligations under data protection legislation.

18.4 Quadris will not appoint any 3rd party to process Personal Data without seeking written consent from the Data controller (Customer) to do so.

18.5 Without prejudice to the generality of this clause, Quadris shall, in relation to any Personal Data processed in connection with the performance by Quadris of its obligations under this Contract:

Only process personal data when there is no reasonable alternative method of delivering the contracted Service to the Customer or Quadris is required by law

To the extent that it is processing Personal Data, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, (having regard to the state of technological development and the cost of implementing any measures)

ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential

not transfer any Personal Data outside of the UK or the European Economic Area unless the prior written consent of the Customer has been obtained.