

# Genxsolutions Terms & Agreement – IT & Data Services

This Agreement ("Agreement") is between Genxsolutions Ltd, and the Customer. The parties agree as follows:

## Services

Subject to the terms and conditions of this Agreement, Genxsolutions will provide to the Customer, the IT services and/or related services described in the specific package of services chosen by you. Genxsolutions shall take all due care in the provision and maintenance of the service to provide quality and reliability. In the event of any failure or malfunction within our networks Genxsolutions shall then correct any failure or malfunction as soon as is reasonably practical.

## Term

The initial term of IT remote support maintenance Agreement shall be 12 months unless there is previous written agreement in place. The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until Genxsolutions receives and accepts a completed Order from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges. All broadband services ADSL, FTTC will be minimum 12 months contract.

Genxsolutions reserves the right to reject any submitted Order for any or no reason prior to acceptance by Genxsolutions. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term unless terminated or cancelled by either party only as provided below under "Termination". The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

## Fees And Payments

All fees for Services rendered or provided to the Customer shall be in accordance with Genxsolutions's price list then in effect. A price list setting forth Genxsolutions's current rates for Services is available on the web site or client portal.

Genxsolutions may, at any time, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period.

All users signing up for the Genxsolutions service will be asked to read and agree to our terms and conditions before registration is completed. By agreeing to these terms and conditions the user agrees to abide to the terms and conditions.

In the event that Genxsolutions are unable to take a continuous authority payment from the user's card then the user will be informed by email and will be prompted to make a payment ASAP in order for their services to continue. Unpaid items will be marked as expired and the user prompted to renew. A notice of expired items will also be notified by email.

In the event that any amount due to Genxsolutions remains unpaid, Genxsolutions, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.

All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Genxsolutions) shall be paid by the Customer.

The customer will pay for all calls made from his account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

Monthly subscriptions must be paid by Direct Debit on or before due date of invoice.

## Support Response Time

Genxsolutions remote only support is free with all voice services. Genxsolutions standard business hours are Monday to Friday 9:00am to 5:30pm excluding bank holidays. Genxsolutions endeavour to resolve issues as

quickly as possible. Remote support on all issues will be responded no later than four standard business hours after the call has been logged. System down emergency responded until 7:00pm on standard business days.

On-site support will be chargeable up to £150 per hour separately on hourly basis and it will be provided no later than 48 hours after the onsite visit request is logged. There is a delay possible if problem is dependent on third party Genxsolutions side including data centres and ISPs.

Genxsolutions will not responsible of any delays happen because of third party Genxsolutions/ providers, delay deliveries of new equipment and out of stock equipment.

## Third Party Software

Where a third party software package is installed we will work with Genxsolutions of that software to ensure that issues are rectified quickly and efficiently. We will work with these companies initially to ensure that the network operates their software to maximum benefit.

## Cover

- Unlimited remote support cover is between 9:00 Hrs and 17:00 Hrs Monday to Friday excluding Bank Holidays.
- Onsite support is NOT included but with some extra charges.
- In-house & offsite backup will be backed up in the same format available on server and can only be restored in same format.
- The Genxsolutions will provide full maintenance on all equipment audited in initial setup.

## Service Exclusion

Following services are not included in Genxsolutions free support.

- Changes to the system that have NOT been previously notified to us.
- Problems arising from misuse or neglect
- Equipment that is not covered under the audit report
- Relocation of equipment without prior notification to Genxsolutions
- Where the equipment is out of warranty the cost of the replacement parts will be charged.
- Any broadband, PSTN or fax services & equipment provided by third party.
- Any printer hardware issues.
- Any Consumable require for Clients use for e.g. Toner cartridges, Paper
- Any New installation of Software And Hardware by any third party
- Connection of remote PCs & devices including tablets and Smartphone for emails and data due to incompatibility issues. But we can assist client and provide all relevant details.

## Content And Customer's Responsibility

Customer conduct: Genxsolutions will not tolerate bad language, verbal or threatening behaviour either via phone, email or any other form of communication Genxsolutions expects that their Customer service and support representatives act in a polite and courteous manor at all times although when faced with over demanding, threatening or abusive callers they are empowered to terminate calls and suspend a user's account pending investigation.

Genxsolutions reserves the right to determine what constitutes abuse of their staff or services.

Take Down. We will remove any content that is contrary to UK law, or considered inappropriate or indecent without consultation or prior notice and at our sole discretion.

Customer should use the system in the manner in which it was intended for use.

Customer will not move the equipment without liaising with us.

Customer will not make any major changes or install any new software without first consulting with Genxsolutions.

Customer will provide us with details of software suppliers and expect the software support companies to work in conjunction with us to rectify any problems being experienced.

Customer will keep a copy of all original software installed on the network including previous versions of the software.

Customer will provide access to the equipment at any time during cover times.

## No Warranty

The Customer agrees to use all Genxsolutions Services and facilities, and any information obtained through or from Genxsolutions, at Customer's own risk. Customer acknowledges and understands that neither Genxsolutions, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. Genxsolutions specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

## Limited Liability

Under no circumstances, including negligence, shall Genxsolutions, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Genxsolutions's records, programs or services.

Genxsolutions further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

## Indemnification

The Customer shall defend, indemnify, save and hold Genxsolutions harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against Genxsolutions, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

## Termination

This Agreement may be terminated: (i) by either party, without cause, by giving the other party 30 days prior written notice; (ii) by Genxsolutions, at any time, upon 20 days' prior notice if in the sole judgment of Genxsolutions, The Customer breaches any material provision of this Agreement and has not cured same by the end of the 20 days; (iii) by Genxsolutions in the event of non-payment by the Customer as provided in Paragraph 3 above; and (iv) by Genxsolutions, at any time, without notice, if, in Genxsolutions's sole judgment, the Customer is in violation of any terms or conditions of Genxsolutions's Usage Policy.

## Additional Terms And Conditions

The Customer hereby acknowledges that the Customer has seen and reviewed a copy of Genxsolutions's "Usage Policy" provided on the Genxsolutions website and that the terms of the Usage Policy are incorporated herein by reference. Genxsolutions reserves the right to amend these terms & conditions and the Usage Policy from time to time and the Customer shall be bound by any such amendments. The Customer shall have the obligation to periodically visit Genxsolutions' Web site to review the terms and conditions and its Usage Policy and to make certain that the Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

## Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to Genxsolutions shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

## Miscellaneous

This Agreement sets forth the entire agreement between Genxsolutions and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without Genxsolutions' prior written consent. This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of Genxsolutions's services.

## Refund And RMA Policy

**Equipment Purchase.** Genxsolutions will honour their money back guarantee when the Customer has returned all equipment that has been supplied to them. If you have simply changed your mind about any item ordered, and you wish to return it, you can do so provided you inform us of your decision within 14 days of receipt. The item must not be used and must be 'as new' and sealed when returned to us. Customers must raise support issue first, if we can't resolve the problem with you directly, you will be issued with an RMA number. You then have 07 days to return the goods to the address you will be provided with. (Please do not return goods to our registered address, for security reasons this building cannot receive packages and they will be turned away.)

Once we have received the item, we'll issue a refund for the product. All equipment must be returned complete and in its original packaging and in an "as new condition" With the exception of goods delivered incorrectly or that are faulty on arrival, the cost of return carriage is your responsibility

Any Products that customer return to Genxsolutions are returned at Buyer own risk, therefore Buyer should take reasonable care that any Products to be returned are fully insured.

Genxsolutions reserve the right to reject refund of those items who have been opened from its original packing.

Customer will be liable to pay 100% charges for unwanted installation & configuration of data servers in-house or cloud setup charges once buyer confirm the order.

Where Genxsolutions agree to accept unwanted services; customer will be responsible for charges of Genxsolutions engineer visits at customer premises for any kind of installation and configuration related with that order.

Software licences will not be returnable and customer will be liable to pay 100% payment once order confirmed.

## Contact Info

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