

## Terms and Conditions

### Info Quick UK Ltd.

*Please read these Terms and Conditions carefully as they will form a contract between us and you. We've tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions, please do not hesitate to contact us.*

### IDchek Platform – Non Exclusive

#### Terminology:

**You** - ('the Client')

**Us** - (Info Quick UK Ltd. and hereinafter referred to as 'the Company')

**Services** – (the telephone number/s, SMS text messages, reporting functionality, Technical Support)

**IDchek** – (designed by 'the Company' for 'the Client' to manage 'the Project')

**Non Exclusive** – ('the Company' is not restricted in selling 'IDchek' to other businesses in the same trading sector as 'the Client')

**Project** – (the body of work that is being undertaken, normally consisting of several connected parts, such as consultation, design, development, construction, technical support and hosting)

**Initial Period** - (the minimum period of time for which 'the Client' is obliged to make payments)

**Renewal Period** - (the period of time after the 'Initial Period')

**OTP** - (this is a One Time Password send by SMS by 'the Client')

**Bonus OTP's** – (these are OTP credits in lieu of payment that are allocated to a Pay As You Go account once the initial payment had been made by the Client)

**Free OTP's** – (these are credits in lieu of payment that are allocated to all Subscription accounts on the first day of each month)

**Excess OTP's** - (this is the cost of each additional 'OTP' sent once the monthly threshold has been used on a Subscription account)

**Payment Options** - (the method by which 'the Client' will make payment)

#### i. The Client agrees to:

1. Provide the Company, within a reasonable timescale, everything that is requested from the Company to complete the Project - including but not limited to text and images.
2. Provide the Company with everything that is requested in the format required by the Company.
3. Review the Company's work, provide feedback, and sign-off approval in a timely manner.
4. Make every effort to adhere to all agreed deadlines.
5. Adhere to the payment arrangements laid out in our Payment Options.
6. Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties and for this to be marked as 'confidential' in the subject of the email or clearly on any written documents.

#### ii. The Company agrees to:

1. Carry out services in a professional and timely manner.
2. Make every effort to adhere to any deadlines agreed between us and you.
3. Make a reasonable number of upgrades to the general design and layout of the Project at no cost.
4. Endeavour to complete requested revisions or updates to the Project within 48 hours, wherever possible.

5. Endeavour to maintain up to date skills and knowledge through regular training and research.

### **iii. Project Development:**

1. IDchek is developed to work on any mobile device, tablet, PC or laptop and across all major browsers. However, the Company cannot guarantee complete and/or long-term compatibility across every major browser platform due to updates/upgrades by their respective vendors.
2. The Company cannot guarantee compatibility in old or redundant browser software.

### **iv. Payments - OTP Credits:**

1. There is no Initial Period on making single payments
2. It is a condition of the Service that all payments are made through PayPal
3. It is NOT a requirement that the Client has an account with PayPal
4. The number of OTP Credits are determined by the payment amount made by the Client and in general the higher the payment amount the more Credits will be available for the Client to use
5. The number of OTP Credits allocated will be that which is shown on the IDchek website on the day of payment
6. All payments are net of Value Added Tax (Vat)
7. The Company operates on a credit basis which means OTP Credits are purchased in advance
8. When the number of available OTP credits reduce to FIVE a notification will be sent by email and or SMS (text message) to inform the Client of the low balance and that an additional payment is required to continue with the Service
9. This notification will contain a link to the Company's PayPal page where payment can be made
10. OTP Credits can still be sent when there is a negative balance however failure by the Client to make an additional payment when requested by The Company, and this payment remains unpaid for a period of 7 days from the date of the requested payment, will result in the account being suspended until such time an additional payment or an upgrade to a subscription is made
11. The following are additional charges the Company make which can vary depending on the extent and complexity of the Client's requirements;
  - Service Number Fee - 0.85p monthly
  - Onsite support/training Fee - £250 + travel costs

### **v. Payments - Subscription:**

1. The Initial Period for the subscription option is 90-days from the date of the initial payment
2. The Renewal Period for the subscription option is 30-days
3. It is a condition of the Service that all subscription payments are setup through PayPal or at the Company's discretion, a comparable digital subscription service
4. Subscription payments through PayPal can only be setup by PayPal account holders
5. The number of OTP credits are determined by the monthly subscription amount paid by the Client and in general the higher the monthly subscription the more credits will be available for the Client to use
6. The number of OTP credits will be determined by the subscription level selected by the Client and that which is shown on the IDchek website on the day of payment
7. All payments are net of Value Added Tax (Vat)
8. The Company operates on a credit basis which means OTP's are purchased in advance
9. When the number of OTP's sent exceeds the monthly threshold a notification will be sent by email and or SMS (text message) to inform the Client of the situation and that an additional

payment will be required

10. Additional payments are separate to the monthly subscription amount and are paid by using the link in the notification message

11. The cost of Excess OTP's will be at the rate as shown on the IDchek website on the day of payment

12. Free OTP's are allocated at the start of each month and will be deducted from total usage prior to calculating the total monthly usage.

13. Any unused Free OTP's at the end of the month will expire and cannot be carried forward or backward to any other 30-day period

14. Any unused OTP's are not allowed to be carried forward to the next month or carried back to be credited against any negative account balances for previous months

15. The Client can at any time notify the Company that they wish to upgrade or downgrade their subscription to another level. This request must be in writing and sent by email to [admin@infoquick.co.uk](mailto:admin@infoquick.co.uk) and will take effect from the next subscription payment date

16. On upgrading or downgrading an account, the Client will have an increased or decreased number of OTP credits and higher or lower Unit Cost

17. OTP's can still be sent when there is a negative balance however failure by the Client to make an additional payment when requested may result in the account being suspended until such time the Client's account has a positive balance

18. The following are additional charges the Company make which can vary depending on the extent and complexity of the Client's requirements;

- Service Number Fee - 0.85p monthly
- Onsite support/training Fee – £250 + travel costs

#### **vi. Refund Policy**

1. As the Company do not charge any setup fees then all payments relate to services used by the Client and provided by the Company therefore none of these payments are refundable.

2. All payments represent the purchase of OTP credits and must not be confused with making a deposit into a bank account for example where those funds are available to be withdrawn. Once purchased then OTP credits will always remain available to be used.

3. Refunds will not be permissible under any circumstances on termination of the account by either the Client or the Company.

#### **vii. Term and Cancellation:**

1. There is no 'Initial Period' on OTP Credit accounts

2. The Subscription account has a minimum 'Initial Period' of 90 days

3. Once the 'Initial Period' has expired the Subscription account will have a 'Renewal Period' of 30 days from the date of the last payment

4. If a Subscription agreement is cancelled by the Client at any time during a 'Renewal Period' the account will remain active but revert to a OTP Credit account

5. Both OTP Credit and Subscription accounts will remain open even when no payments are received unless there is a negative account balance for longer than 90 days from the date of the last payment

6. Both OTP Credit and Subscription accounts whilst always remaining open, they will become inactive if a payment has not been made for a period of more than 90 days from the date of the last payment.

7. Accounts can be made active after 90 days only when a payment has been made. In these circumstances a new mobile number will be allocated to that account as the old number would have been disconnected.

**viii. Support:**

1. The Service will be assured of superior levels of reliability and performance on a high speed, state of the art managed dedicated server which utilizes a guaranteed minimum uptime service availability level of 99.95%. Details of the exact specification of our servers are freely available to all our Clients and will be provided on request
2. The Company will automatically backup all the Client's data every day – this is included free of charge as part of our service
3. All your important data is safely and securely stored offsite
4. The Company will endeavour to deal with any support queries you have immediately but in cases where the fault lies with a third party organisation or individual then in those circumstances the Company will not be liable to the Client for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate the IDchek Service even if the Client has advised us of the possibilities of such damages

**ix. Liability:**

1. In the event that the personal data of a customer of the Client has been given to a person known or unknown after the sending of an OTP by the Client to the mobile number of the customer that is registered on the Client's internal system, then the Company cannot be held liable for any losses, third party damages, including lost profits, lost savings, or other incidental, consequential or special damages incurred by the Client or their customer, as a result of the aforementioned action

**x. Confidentiality:**

1. The Company will be deemed as the Data Processor in all its dealings with the Client
2. The Company adheres to the GDPR principles and complies with these regulations, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy
3. Ownership of data captured on the Client's behalf, whether this being by regular or irregular activities, will reside with the Client and who will be deemed to be the Data Controller
4. The Client will, by accepting these terms and conditions, confirm that they comply with the GDPR principles

**xi. General:**

1. A Project will go live only when the initial payment is received for an OTP Credit account or an agreement with PayPal or an acceptable digital payment processor has been completed and returned to the Company by the Client for the Subscription account.
2. Additional costs for extra features and/or additional design costs, not covered by this agreement, will be agreed and invoiced before the Project is activated
3. The Company cannot guarantee that the functions will always be error free, and therefore the Company will not be liable in any way whatsoever to the Client for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate the IDchek system even if the Client has advised the Company of the possibilities of such damages
4. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. You cannot transfer this contract to anyone else without our consent or permission

5. These terms remain in force and need not be renewed

6. Although the Company have tried to keep this agreement language simple, the intentions are serious, and the agreement is a legal document. This Agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the courts of England and Wales

**xii. Changes to these Terms and Conditions:**

1. The Company reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid.

**Info Quick UK Ltd.**

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*Last updated: 1<sup>st</sup> January 2021*