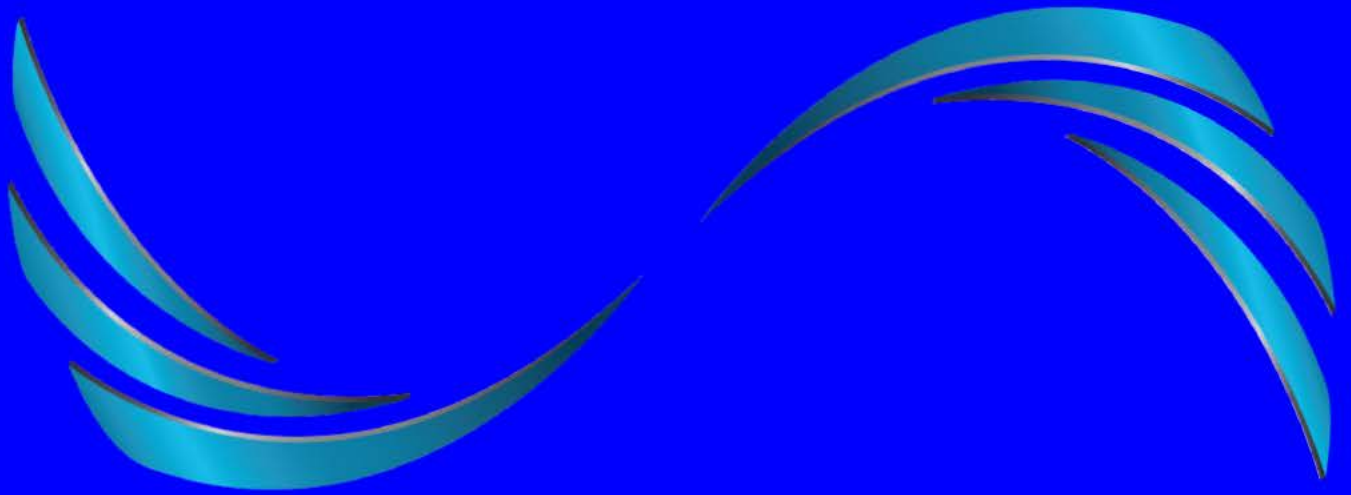


# General Terms & Conditions

All the details and definitions explained



# PORT-WIFI

## 1. Agreement Structure and Contracting Entity

1.1 The Agreement shall comprise of: (1) each set of Commercial Terms; (2) the Service Terms; (3) any applicable Price Plan Guide(s); (4) these General Terms; (5) Port-WiFi's Standard List Price; and (6) any other document expressly referred to in this Agreement; which apply in decreasing order of precedence.

1.2 By entering into the Agreement, Customer confirms that it is contracting as a business and not as a consumer.

## 2. Definitions

The defined terms in the Agreement shall have the following meanings:

**Actual Spend** – For applicable Agreements specifying a Target Spend, the aggregate amount of Charges incurred and paid by Customer during the Minimum Term for the Service which the Target Spend relates, but excluding Equipment Subsidy.

**Access Fee** – A periodic fee payable by Customer for use of the Services.

**Bearer Service** – The method of transport used to carry communication information over the Network and the provision of access for external communications to the Network. Speeds may vary significantly and are dependent on coverage.

**Business Day** – Any day which is not a Saturday, a Sunday or a public holiday in Belgium

**Charge** – Access Fees, fees for Equipment, Software Licence fees, Recovery Charges, and all other fees payable by Customer for use of the Services.

**Commencement Date** – The date of Port-WiFi's acceptance of the Commercial Terms. Where acceptance is not express, acceptance is deemed when Port-WiFi begins to provide the Services and/or Equipment to Customer. Except for Target

Spend Services, if Customer makes further orders after the initial Commencement Date, the commencement date for the ordered Services shall be the date Port-WiFi begins to provide the ordered Services and/or Equipment to Customer.

**Commercial Terms** – The document headed 'The Commercial Terms', 'Order Form' or 'Welcome Letter' which details the commercial offer to Customer for the Services, and which incorporates any applicable Service Terms, Price Plan Guides and these General Terms.

**Confidential Information** – Information which would reasonably be regarded as confidential by a business person concerning the operations, business, services, know-how, suppliers, customers, or products of the disclosing Party disclosed by a Party to the other Party before or after the Commencement Date.

**Connection** – A Port-WiFi SIM Card that has been configured to attach to a Network, with a price plan associated with it.

**Content Service Pass** – A virtual pass to access content services as part of Customer's price plan (where applicable).

**Customer Affiliate(s)** – Any corporate body registered in the BE in which the Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of that company.

**Customer** – The contracting party set out in the Commercial Terms.

**Customer Equipment** – Any tangible material not supplied by Port-WiFi to Customer which Customer uses to access the Services.

**Due Date** – As specified in the Commercial Terms, and if not specified, 7 days from the date of invoice by direct debit.

**Equipment** – Any tangible material, but not a SIM Card, supplied by Port-WiFi to Customer, such as the Port-WiFi box.

**Equipment Subsidy** – Original Equipment value less any upfront payment made by Customer towards the Equipment.

**Enterprise Device Price List** – The document issued by Port-WiFi every month detailing the current list price of Equipment available on request.

**GSM Gateway** – Any equipment containing a SIM Card which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.

**Insolvency Event** – An event where the other Party goes into liquidation, makes an arrangement with creditors, appoints a receiver or administrator, or has bankruptcy or insolvency proceedings brought against it; or suffers a similar event in any jurisdiction.

**Intellectual Property Rights** – Rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; rights in the nature of unfair competition rights and to sue for passing off; and trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.

**Minimum Term** – The minimum term which Customer commits to receive a Service measured from the Commencement Date, as specified in the Commercial Terms.

**Network** – The telecommunication systems Port-WiFi uses to provide the Services.

**Party** – Port-WiFi or the Customer, together 'the Parties'.

**Port** – The transfer of a mobile number that is connected to the Network under this Agreement to a different network provided by another supplier.

**Price Plan Guide** – A document which details out of bundle Charges and individual terms for a particular standard price plan, as updated from time to time.

**Recovery Charge** – Where a Target Spend is specified in the Commercial Terms the recovery charge shall be based on the greater of: (a) Target Spend - Minimum Term (in months) x number of months left in Minimum Term from date of termination; or (b) Target Spend - Actual Spend. If a Target Spend is not specified in the Commercial Terms the recovery charge shall be based on Access Fee x number of months left in Minimum Term.

**Recovery Policy** – Port-WiFi's Recovery Policy regarding the replacement or repair of faulty equipment, as amended from time to time, and set out at [www.port-wifi.com/terms](http://www.port-wifi.com/terms)

**Service(s)** – A service provided by Port-WiFi pursuant to the Agreement as described in the relevant Service Terms and Commercial Terms.

**Service Terms** – A schedule that sets out service specific information such as terms and conditions, specifications and technical information.

**SIM Card(s)** – A subscriber identity module card is an integrated circuit storing user specific data to allow use of equipment on a Network.

**Software** – A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Port-WiFi or its licensors or its supplier to Customer irrespective of how it is stored or executed.

**Software Licence** – The terms and conditions that prescribe: how Customer shall use the Software, the rights of the Software owner or licensor, and the rights of the Software user, in relation to such Software, which may be provided as a 'click-through' or 'shrink-wrap' licence.

**Standard List Price** – Vodafone's standard unsubsidised Charges for Services and Equipment as detailed on [www.port-wifi.com](http://www.port-wifi.com), advised to Customer by Port-WiFi, and/or as made available on request by Port-WiFi (as amended by Port-WiFi from time to time) In the event of conflict, detailed charges will take precedence.

**Subsidy** – A Sum Port-WiFi invest in the customer, including cash bonus, connection bonus, Technologie Fund, Equipment discount, as set out in the commercial terms.

**Target Spend** – The amount of money specified in the Commercial Terms for a particular Service (where applicable).

**Technologie Fund** – Credits applied to Customer's Port-WiFi account to offset (fully or partially) the cost of certain Equipment

**Third Party Services** – Those Services provided by third parties which are charged in addition to Customer's inclusive price plan allowance. Third party services may include premium rate services, content services, calls to non-geographic numbers, calls to call forwarding numbers, using Customer Equipment or Equipment abroad, or making calls and sending texts to a country outside.

**User** – An individual end user of the Equipment and/or Services under this Agreement. **Port-WiFi** – Port-WiFi registered number 0680548832, and registered location, Wemersweg 4 gvr, 2960 Brecht, Belgium.

## 3. Port-WiFi's Obligations

3.1 Port-WiFi shall use reasonable endeavours to supply Customer with the Services according to the standard of skill and care expected of a competent provider of services.

3.2 Customer acknowledges that, due to the nature of used technology, it is impossible to provide a fault-free Service. For example, the Services may be affected by local terrain (trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Customer.

3.3 Port-WiFi shall use reasonable endeavours to give Customer access to networks

3.4 If content services are included in Customer's price plan, Port-WiFi shall provide Customer with the Content Service Pass which the content service provider shall accept to give Customer access to Customer's selected content.

3.5 For an estimate of the speeds Customer may experience when in the BE please see Port-WiFi's WiFi coverage checker at [www.port-wifi.com/wifi-network/](http://www.port-wifi.com/wifi-network/). To discuss any issues regarding services or any redress in respect of service, please speak to Port-WiFi's operation manager.(where applicable).

## 4. Use of Services

4.1 Port-WiFi may suspend the Services: (a) for any maintenance, modification, or technical failure of the Network; (b) to safeguard the security and integrity of the Network; (c) for any breach of Customer's obligations in clause 4.3; (d) where it is necessary to comply with law or regulation (including any orders by law enforcement or regulatory agencies); or (e) where Customer has exceeded the credit limit on its account.

4.2 Port-WiFi shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.

4.3 Customer shall not: (a) use any Equipment or Service for any purpose that may be abusive, a nuisance, illegal, or fraudulent; (b) do anything that causes the Network to be impaired; (c) use automated means to make calls, texts or send data (including via a GSM Gateway); or (d) use the Services in a way which is inconsistent with good faith commercial practice to Port-WiFi's detriment.

4.4 Customer may supply the Equipment and Services to Users and (subject to clause 19.9) Customer Affiliates, but Customer shall not resell or otherwise distribute the Equipment or Services. Customer is responsible for all obligations relating to the Equipment and Services including the compliance of Users and Customer Affiliates with the terms of this Agreement and all applicable laws.

## 5. Equipment

5.1 Port-WiFi shall bear the risk of loss or damage to Equipment and SIM Cards until the point of delivery to Customer and Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time of delivery to Customer.

5.2 Customer shall notify Port-WiFi in writing within 7 Business Days of receiving damaged or incorrectly fulfilled new Equipment or SIM Cards, and within 10 Business Days if Customer does not receive the Equipment or SIM cards. Following this notification, Port-WiFi shall replace such Equipment or SIM Cards free of charge.

- 5.3 Where Equipment becomes faulty due to a defect inherent in the Equipment within the manufacturer's warranty period, Customer shall return such Equipment to Port-WiFi at Port-WiFi's cost and Port-WiFi shall repair or replace the Equipment in accordance with Port-WiFi's Recovery Policy. Any out-of-warranty repairs shall be as set out in the Recovery Policy. Customer acknowledges that Customer Equipment not authorised for use on the Network may result in an impaired User experience.
- 5.4 Port-WiFi shall pass on the benefit of any warranties it receives from the Equipment manufacturer to the Customer. Customer acknowledges that any attempt to repair, service or tamper with the Equipment by a person other than Port-WiFi or the applicable manufacturer may invalidate the manufacturer's warranty and may result in an impaired User experience. Port-WiFi's supply of Equipment shall be subject to availability.
- 6. Charges**
- 6.1 Unless specified otherwise, Port-WiFi states all Charges exclusive of VAT which is charged at the current rate. Any Charges not specified in the Commercial Terms shall be at Standard List Price. Rounding and minimum charges apply as set out in the Commercial Terms, quotation and/or the applicable Price Plan Guide.
- 6.2 Access Fees shall be invoiced by Port-WiFi monthly in advance and all other Charges shall be invoiced monthly in arrears. Customer shall pay all invoices by the Due Date without set off, unless validly disputed in accordance with clause 6.3 below.
- 6.3 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall use reasonable endeavours to notify Port-WiFi of such dispute before the Due Date, providing explicit details of why the invoiced amount is incorrect and how much Customer considers is due.
- 6.4 Where Port-WiFi has not received payment for undisputed Charges by the Due Date, Port-WiFi shall: (a) contact Customer's accounts payable department (or other contact advised to Port-WiFi in writing) to request payment; (b) be entitled to charge interest on the overdue undisputed Charges at 4% per annum above the base rate of the mnb; and (c) be entitled to charge Customer reasonable administration costs as a result of Customer paying late. Customer must pay its Charges by direct debit. Where Port-WiFi has not received payment within 5 calendar days of the Due Date, Port-WiFi shall contact Customer again to request payment and give notice of the actions Port-WiFi will take under clause 6.5 if payment is not received.
- 6.5 Where Port-WiFi has not received payment within 5 calendar days of the Due Date, Port-WiFi may take all or any of the following actions until such time as payment, including any interest due, has been received: (a) withhold any sums owing to Customer by (including Subsidy); (b) suspend Customer's and/or User's use of the Services in relation to which Charges are outstanding; and (c) subject to Port-WiFi having taken one of the actions above, issue a notice under clause 10.4.
- 6.6 Port-WiFi may credit assess Customer from time to time as reasonably required to assess Port-WiFi's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Port-WiFi account (details of which are available on request).
- 7. SIM cards and telephone numbers**
- 7.1 Customer shall use reasonable endeavours to ensure that SIM Cards are only used with Customer's authorisation and shall inform Port-WiFi as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Customer shall be liable for any loss or damage suffered by Customer as a result of unauthorised use of SIM Cards (including due to loss or theft) up to the time that Customer has notified Port-WiFi that such SIM Card is being used without Customer's authorisation.
- 7.2 SIM Cards shall remain the property of Port-WiFi but Port-WiFi grants Customer a licence to use the SIM Cards (including any Software they contain) to the extent necessary to use the Services. Faulty SIM Cards shall be replaced free of charge.
- 7.3 Port-WiFi shall allocate telephone numbers to Customer for Customer's use of the Services. Port-WiFi may reallocate, withdraw or change such telephone numbers as a result of applicable law or instructions from a regulatory authority, but will take reasonable steps to minimise any disruption to Customer.
- 7.4 If Customer decides to Port a mobile telephone number allocated to Customer by Port-WiFi, Port-WiFi shall transfer Customer's mobile telephone numbers to Customer's nominated mobile network operator for Customer's use according to applicable law and regulation.
- 8. Software Licence**
- 8.1 Subject to the terms of the Agreement and any Software Licence provided with the Equipment or Services, Port-WiFi shall grant or will ensure that the licensor will grant to Customer, a non-transferable, non-sublicensable, and non-exclusive licence to use the Software during the Minimum Term for the applicable Service in object code form for the Customer's internal use.
- 8.2 Where Port-WiFi provides Customer with Equipment or Services which contain Software subject to a Software Licence and Customer does not accept the terms of the Software Licence, Customer will not be able to use the relevant feature of the Service or Equipment to which the Software Licence relates and Port-WiFi shall not be liable for any failure to provide the Services which rely on acceptance of the Software Licence.
- 8.3 Where Software is subject to a Software Licence, the terms of the Software Licence shall comprise the Customer's sole rights and remedies in respect of the Software to which it applies.
- 8.4 The Customer shall not copy, modify, reverse engineer, adapt, translate, decompile, disassemble, make error corrections, license, sub-license, or resell any Software or hardware in whole or part, unless expressly permitted to do so by Port-WiFi or by relevant law.
- 9. Ordering**
- 9.1 Customer shall order Services and Equipment by submitting an order through Port-WiFi's online ordering system, by email, or by such other means as Port-WiFi may permit.
- 9.2 Orders are binding on both Parties from the date of acceptance by Port-WiFi. If acceptance is not express, it shall be deemed to have occurred on dispatch of Equipment or activation of Service by Port-WiFi.
- 10. Termination**
- 10.1 The Agreement shall commence on the Commencement Date and shall continue until the relevant Services are terminated in accordance with the Agreement.
- 10.2 Each Party shall have the right to terminate the Agreement in whole or in part by giving the other Party 30 days' written notice of termination. Customer may stop using content services at any time, but Customer shall still pay the Charges for the Services. Customer must check with the content service provider on how it can end its agreement with them.
- 10.3 The Parties shall each have the right to terminate this Agreement in whole or part with immediate effect (by serving written notice of termination to the other Party): (a) if the other Party becomes subject to an Insolvency Event; or (b) if the other Party is in material breach of this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is deemed received from the non-infringing Party).
- 10.4 Port-WiFi may terminate this Agreement in whole or part with immediate effect, by giving written notice to Customer where Port-WiFi has suspended the Services under clause 4.1(c) or clause 6.5.
- 10.5 Unless Port-WiFi notifies Customer otherwise, any content services included in Customer's price plan shall start at the same time as the Commencement Date, regardless of when Customer starts to use the Content Service Pass, and shall end after the Minimum Term set out in the Commercial Terms. If a content service included in Customer's particular price plan is provided for less than the Minimum Term, the content service may become a monthly paid subscription from the date the content service ends unless Customer cancels it.
- 11. Consequences of Termination**
- 11.1 Subject to clause 19.2 below, on termination of the Agreement (in whole or part), the following shall apply to all or part of the Agreement terminated: (a) Customer shall cease use of the Service(s) and Software (except Software which is embedded in Equipment to which Customer has title); (b) Port-WiFi shall cease to provide the Service(s); (c) the Parties shall promptly upon request return or destroy all Confidential Information (written one copy which is necessary to keep in order to ensure compliance with this Agreement), and provide explicit confirmation of this upon request; and (d) Customer shall pay Port-WiFi all sums due, including any applicable Recovery Charge. Customer shall not be entitled to unused Subsidy after termination or expiry of the Minimum Term.
- 11.2 Except where Customer validly terminates the Agreement, a price plan or Connection in accordance with clause 10.3, clause 13.3, or clause 19.11, or where Port-WiFi terminates the Agreement, a price plan or a Connection in accordance with clause 10.2, if this Agreement, a Connection or a price plan is terminated prior to the expiry of a Minimum Term, Customer shall pay Port-WiFi a Recovery Charge.
- 11.3 If Customer validly terminates the Agreement, a price plan or Connection in accordance with clause 10.3, clause 13.3 or clause 19.11, Customer will not have to pay the Recovery Charge but may have to make a payment towards the Equipment Subsidy. If this applies, Port-WiFi will let Customer know in its Commercial Terms and inform Customer of the original value of the Equipment. The payment will be calculated as 1/24 of the Equipment Subsidy multiplied by the number of months left until the end of the Minimum Term.
- 12. Intellectual Property**
- 12.1 The Intellectual Property Rights that exist in, or which are created by Port-WiFi during the provision of the Services, Software and Equipment are owned by Port-WiFi or its licensors. Other than as is necessary for use permitted under this Agreement, no other right, licence or transfer is granted or implied under such Intellectual Property Rights. Customer shall not do anything to jeopardise Port-WiFi's or its licensors' Intellectual Property Rights.
- 12.2 The Intellectual Property Rights that relate to Customer's documentation, processes, procedures, know-how and anything else to which the Customer has title are owned by Customer or its licensors, and other than as is necessary for use permitted under this Agreement, no other right, licence or transfer is granted or implied under such Intellectual Property Rights. Port-WiFi shall not do anything to jeopardise Customer's or Customer's licensor's Intellectual Property Rights.
- 12.3 Subject to the rest of this clause, Port-WiFi shall indemnify Customer for all losses (including reasonable professional costs) payable to a third party arising out of any proven infringement of third party Intellectual Property Rights as a direct result of the use by Customer of the Equipment or Services under this Agreement (a "Relevant Claim"). Customer shall: (a) promptly, taking into account any set deadlines, notify (giving details) of any Relevant Claim to Port-WiFi; (b) not admit liability, take any action which may prejudice the defence of any Relevant Claim or make any agreement or settlement in relation to the claim (unless required by law) without Port-WiFi's prior written consent; (c) give Port-WiFi all reasonable assistance to enable Port-WiFi to defend the claim; (d) mitigate its losses following a Relevant Claim; and (e) give Port-WiFi sole conduct of the Relevant Claim. Port-WiFi shall have no liability under this clause if the Relevant Claim results from or relates to: (a) the use of equipment, services or software not provided by Port-WiFi; (b) Port-WiFi's compliance with the Customer's requirements, designs or instructions; (c) the combination of the Services or Equipment with products or services not provided by Port-WiFi; (d) the use of the Services or Equipment which is not in accordance with Port-WiFi's instructions or this Agreement; (e) modifications by Customer or any third party to the Services or Equipment; (f) a breach by Customer, Customer Affiliate or User of the provisions of this Agreement; or (g) the use of any original Equipment or Services after a later release is made available to the Customer and communicated by Port-WiFi to avoid a Relevant Claim. This indemnity shall be Customer's sole remedy for any Relevant Claim.
- 13. Changing this Agreement**
- 13.1 Port-WiFi may change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services) where required: (a) to comply with applicable law or regulation; (b) because of a change imposed by a third party supplier; or (c) due to a change in Port-WiFi's operations or services, where such change affects at least 90% of its relevant customer base.
- 13.2 Subject to the rest of this clause, Port-WiFi shall provide Customer as much written notice as is reasonably practicable of a change made under clause 13.1(a), and at least 30 days' written notice for a change made under clauses 13.1(b) or 13.1(c). Port-WiFi shall not notify Customer of a change if it relates to a Third Party Service which Customer does not regularly use, but shall (where applicable) update the relevant

- Price Plan per quotation at least 30 days before the change takes effect. Port-WiFi may update or withdraw its Services without notice only where such change (in Port-WiFi's reasonable opinion) does not cause Customer any detriment or where Customer does not regularly use that Service.
- 13.3 The Customer may terminate the affected part of the Agreement where a change under clause 13.1(b) or clause 13.1(c) causes the Customer a material detriment which cannot be offset by Port-WiFi to the Customer's reasonable satisfaction on 30 days' written notice to Port-WiFi. This right to terminate ends 30 days after the effective date of the change. The following shall be a material detriment for the purposes of this clause: (a) an increase in Customer's overall monthly Charges of more than 10% in a 12 month period; (b) an increase in Customer's monthly inclusive price plan Charges; or (c) a withdrawal of the core Services or an adverse change to the core Services. However, this clause does not apply if the change or withdrawal relates to a Third Party Service which Customer may stop using or cancel without ending this Agreement.
- 13.4 Save as set out in clause 13.1, changes to this Agreement must be made by written agreement of both Parties.
- 14. Confidentiality**
- 14.1 Neither Party shall disclose the Confidential Information of the other Party to any other party for the duration of this Agreement and for 5 years after termination except as permitted below. A Party may disclose the Confidential Information to any director, officer, employee, contractor, or adviser, of the receiving Party where necessary to fulfil the purpose of this Agreement provided that the receiving Party ensures those recipients comply with this clause 14.
- 14.2 Confidential Information shall not include information that: (a) is publicly available other than through breach of this Agreement; (b) is lawfully in the possession of the receiving Party before disclosure under this Agreement; (c) has been obtained from a third party who is free to disclose it; (d) is independently developed without access to the Confidential Information; or (e) a Party is required to disclose by law or regulatory authority.
- 14.3 Upon written request, as soon as reasonably practicable, a Party shall return all Confidential Information (as far as technically reasonably possible) to the Disclosing Party. The Receiving Party may retain Confidential Information as required by law or as required for archive purposes. This Agreement will continue to apply to any retained Confidential Information.
- 15. Liability**
- 15.1 Nothing in this Agreement restricts either Party's liability for: death or personal injury resulting from negligence; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); liability for fraud or fraudulent misrepresentation; breach of confidence; and anything which cannot be restricted by law.
- 15.2 Except for clause 15.1, each Party's liability under this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, indemnity or otherwise: (a) is excluded for: (i) any loss (whether direct or indirect) of: profit, revenue, business, data, anticipated savings or goodwill; and (ii) any indirect or consequential losses, regardless of whether such losses were contemplated; and (b) for all other losses is limited in total to 100% of the value of the Charges paid or payable by Customer in the first 12 months of the Agreement, or if this Agreement has not been in place for 12 months, the average monthly Charges payable for the months from the Commencement Date of the Agreement to the date of the first claim, multiplied by 12.
- 15.3 Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.
- 16. Transferring this Agreement**
- 16.1 Either Party may transfer, novate, or assign (in whole or in part) this Agreement with the other Party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 16.2 Despite clause 16.1, Port-WiFi may transfer, novate, or assign this Agreement (in whole or part) without consent to: (a) a company within Port-WiFi suppliers group; or (b) a debt collection agency where Port-WiFi has terminated this Agreement for Customer's non-payment. 16.3 Port-WiFi may use sub-contractors to perform any of its obligations under this Agreement but remains responsible for their performance.
- 16.4 Unless expressly provided in this Agreement, no term of this Agreement is enforceable by any person who is not a party to it.
- 17. Data Protection**
- 17.1 Both Parties shall comply with applicable privacy law. & gdpr. The Customer acknowledges that Port-WiFi will process personal data and traffic data when it provides the Services and that Port-WiFi is the Controller of these data under the Data Protection Directive.
- 17.2 Where required, Customer authorises Port-WiFi to process these data and agrees to use reasonable endeavours to notify its Users about Port-WiFi: (a) processing data for maintaining the security, integrity and quality of the Network (including interception, monitoring or recording of communications in accordance with applicable law); (b) processing data for its own market research and analysis in order to develop Port-WiFi's products, but this does not include providing personal data to third parties or making it publicly available; and (c) disclosing data to third parties only: (i) if required by applicable law or regulation; or (ii) where the third parties are sub-contracted processors of Port-WiFi.
- 18. Notices**
- All notices to Port-WiFi under this Agreement shall be in writing and sent to the Lead Counsel: Enterprise at Port-WiFi's registered office. All notices to Customer under this Agreement shall be in writing and sent to the Customer's address, main contact mobile telephone number (via text), or email address set out in the Commercial Terms. Notices will be deemed given 2 working days after dispatch, unless time of delivery can be proved.
- 19. General Terms**
- 19.1 Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.
- 19.2 Termination of this Agreement (in whole or part), shall not affect the accrued rights and liabilities of either Party. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) shall continue in force.
- 19.3 This Agreement is governed by the laws Belgium. The Parties submit to the exclusive jurisdiction of the courts Belgium.
- 19.4 Subject to clause 15.1, this Agreement represents the entire agreement between the Parties relating to the subject matter and supersedes any previous agreement related to the subject matter. The Parties have not relied on any statement, representation, warranty or understanding, other than expressly set out in this Agreement.
- 19.5 Customer shall ensure its systems, equipment and processes are compatible for use with the Services. Port-WiFi shall not be liable to support the Services if Customer's systems, equipment, or processes are incompatible with the Services. Port-WiFi shall use reasonable endeavours to advise Customer of relevant requirements on request.
- 19.6 If a provision or part-provision is illegal, invalid or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If modification is not possible, the relevant provision or part-provision shall be deleted. Any modification or deletion shall not affect the validity of the rest of this Agreement.
- 19.7 Equipment and Services used by Customer but not stated in the Commercial Terms shall be governed by this Agreement unless the Parties agree otherwise.
- 19.8 Both Parties shall use reasonable endeavours to resolve any dispute under this Agreement. If there is a dispute under this Agreement, and Customer's account manager has been unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to a more senior representative within Port-WiFi. Nothing in this Agreement prevents a Party from seeking a remedy through the courts. Alternatively, eligible business customers may take a dispute to adjudication. Further, if Customers have an issue with goods or Services bought online, Customer can refer a dispute to the EC Online Dispute Resolution website at <http://ec.europa.eu/odr>
- 19.9 A Customer Affiliate is entitled to purchase Services or Equipment from Port-WiFi under this Agreement, provided Customer: (a) gives Port-WiFi prior written notice of the identity of the Customer Affiliate; (b) gives any other information reasonably required by Port-WiFi; (c) ensures that the Customer Affiliate complies with this Agreement; (d) remains liable to Port-WiFi for all obligations, acts and omissions of the Customer Affiliate (including payment for any Services or Equipment provided to the Customer Affiliate); and (e) obtains Port-WiFi's acceptance (not to be unreasonably withheld) of the inclusion of the Customer Affiliate under this Agreement.
- 19.10 Port-WiFi shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption and shall not give or receive any bribes, including in relation to any foreign public official.
- 19.11 Neither Party will be responsible or liable for the failure or delay in the performance of its obligations due to a cause beyond its reasonable control. If the cause ends, the Party shall perform its obligations and the time for performance will be extended by the duration of the cause. If delay in performance persists for a period of more than 30 days, the unaffected Party will be entitled to terminate this Agreement on written notice.
- 19.12 Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. Port-WiFi accepts no responsibility for these services. Customer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement and keep secret any passwords.