

**Management Website Terms of Use
(‘Terms’)**

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE INTRATONE MANAGEMENT WEBSITE

1. What’s in these Terms?

1.1 These Terms tell you the rules for using our management website www.intratone.info/en (**Management Website**).

2. Purpose of the Management Website

2.1 Our Management Website is to be used in conjunction with our services provided under our Terms and Conditions for the Supply of Services (Monthly and Prepaid) (**Services**) and / or products provided under our Terms and Conditions for the Supply of Goods Only (**Products**). It allows you to manage Services and or Products supplied by Intratone.

3. Who we are and how to contact us

3.1 www.intratone.info/en is a website owned by COGELEC SA, registered in France, La Roche-Sur-Yon, under company number 433.034.782, with its registered office at ZI de Maunit, 370 rue de Maunit 85290 Mortagne sur Sèvre, France. COGELEC offers products and services in the UK as Intratone UK Ltd, a company registered in England and Wales at 114 Power Road, London, United Kingdom, W4 5PY, under company number 11200357 (**Intratone, we, us, our**).

3.2 To contact us in the UK, please email info@intratone.uk.com

4. By using our Management Website you accept these Terms

4.1 By using our Management Website, you confirm that you accept these Terms and that you agree to comply with them.

4.2 If you do not agree to these Terms, you must not use the Management Website.

4.3 We recommend that you print a copy of these Terms for future reference.

5. There are other terms that may apply

5.1 These terms of use refer to the following additional terms, which also apply to your use of our management website:

(a) our Privacy Policy which sets out information about how we protect personal data uploaded on the Management Website (**‘Customer Data’**).

(b) our Cookie Policy which sets out information about the cookies on our site.

6. We may make changes to these Terms

6.1 We amend these Terms from time to time. Every time you wish to use the Management Website, please check these Terms to ensure you understand the Terms that apply at that time.

7. Creating an account

7.1 The Management Website can only be accessed if an account has been created by Intratone (**Account**).

7.2 You will need to appoint a representative who will have ultimate responsibility for the Account (**Account Holder**) and provide the full name of the Account Holder, a valid email address, and any other information requested in order to complete the signup process.

7.3 The Account Holder may authorise individuals to access and use the Management Website (**Users**) by creating profiles under the Account (**User Profile**).

7.4 The Account Holder will be provided with a username and password for the Account and any User Profiles, and any other information required by Intratone’s security procedures.

8. Account Holder and User responsibilities

8.1 The Account Holder is responsible for ensuring that all details in relation to the Account and User Profiles are safe and kept confidential including any usernames or passwords.

8.2 Some information is required for the Account to be fully operational. The Account Holder is responsible for ensuring that the serial number of the central units to be configured, the serial number of the transmission module and any other information required by Intratone are entered correctly and accurately, following the format required by Intratone, onto the Management Website.

8.3 The Account Holder must ensure that any Products or Services supplied by Intratone to be managed via the Account are installed in accordance with the applicable Terms and Conditions.

8.4 The Account Holder must manage the Account and use the Management Website in accordance with these Terms.

8.5 The Account Holder is responsible for ensuring that Users comply with these Terms. The Account Holder shall be liable for any breaches of these Terms by any Users. The Account Holder is responsible for any and all activities that occur on the Account and any associated User Profile.

8.6 The Account Holder must immediately notify Intratone if it becomes aware of any unauthorised use of the Account, User Profile, usernames, passwords or any breach of security. Where a User misuses the Account the Account Holder is responsible for taking any remedial action to protect it.

8.7 The Account Holder is responsible for configuring its information technology, computer programmes and platform to access the Management Website and use its own virus protection software. Intratone does not guarantee that the Management Website will be secure or free from bugs or viruses.

8.8 The Account Holder or any Users must not misuse the Management Website by knowingly introducing viruses, trojans, worms, logic bombs, malware or other material that is malicious or technologically harmful, attempting to gain unauthorised access to the Management Website, the server on which it is stored or any server, computer or database connected to it. The Account Holder or any User must not attack the Management Website via a denial-of-service attack or a distributed denial-of service attack.

8.9 By breaching clause 8.8, the Account Holder and or its Users would commit a criminal offence under the Computer Misuse Act 1990. Intratone will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing the Account Holder’s identity to them. In the event of such a breach, The Account Holder and any of its Users’ right to use the Management Website will cease immediately.

8.10 The Account Holder and Users will provide any reasonable assistance to Intratone in the event that Intratone requires such assistance to carry out any maintenance or repairs or provide support.

9. Suspension and termination

9.1 Intratone reserves the right to suspend access to any Account or User Profile where: a breach of these terms has occurred or if the Account Holder fails to pay Intratone any sums owed for Services or Products supplied by Intratone, under Intratone’s applicable Terms and Conditions, for any reason.

9.2 Intratone will provide the Account Holder with prior notice of its intention to suspend the Account by email. If, within 7 days of suspending the Account, the amount of any outstanding fees and charges is not paid to us in full or no actions have been taken by the Account Holder to remedy the breach, the Account will be cancelled.

9.3 Intratone may terminate these Terms immediately by giving written notice to the Account Holder if the Account Holder or a User commit any breach of these Terms. Intratone may terminate these Terms for any other reason upon giving the Account Holder 30 days’ written notice.

9.4 Termination of these Terms for any reason shall not affect the accrued rights of the parties arising under these Terms and all rights which by their nature should survive the expiry or termination of these Terms shall remain in full force and effect.

9.5 If the Account is terminated or closed, the Account and any Customer Data left behind in the Account will be made inaccessible. For a period of 8 days after any Account has been terminated or closed the Account Holder may request that it be restored. After this period, the Account and all Customer Data contained within it will be permanently deleted and the agreement between us as set out in these Terms will automatically terminate. Please be aware that some data relating to the Account may be retained in our backup and/or archive systems for a period of maximum of six months.

10. Availability and support

10.1 Intratone will endeavour to make the Management Website available at all times, however Intratone shall not be liable if for any reason the Management Website is unavailable at any time or for any period.

10.2 We may suspend access to your Account and/or User Profiles temporarily and without notice in the case of system failure, maintenance or repair or due to a Force Majeure Event (defined below).

10.3 We will provide technical support to you by email and/or telephone. For each Account created, a reference number will be provided to the Account Holder, which you must keep safe for future use. This reference number must be quoted in all correspondence with Intratone in relation to the Management Website.

11. Force Majeure

11.1 Intratone will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations caused by events outside its reasonable control (a **‘Force Majeure Event’**).

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes but is not limited to: (i) strikes, lock-outs or other industrial action; (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (iv) impossibility of the use of public or private telecommunications networks; (v) the acts, decrees, legislation, regulations or restrictions of any government.

11.3 Intratone’s performance of its obligations under these Terms shall be deemed to be suspended for the period that the Force Majeure Event continues, and Intratone will have an extension of time for performance for the duration of that period. Intratone will use its reasonable endeavours to bring the Force Majeure Event to an end or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

12. Processing of Customer Data

12.1 In this clause 12, the following terms shall have the following meanings:

(a) **‘Affiliate’** means Cogelec SA;

(b) **‘Customer Data’** means any Personal Data that Intratone processes on behalf of the Account Holder as a processor

in the course of providing the Services;

- (c) **'Data Breach'** means any unauthorised or unlawful processing of Customer Data, including but not limited to, unauthorised disclosure, accidental loss or destruction of, or damage to, Customer Data.
 - (d) **'Data Protection Legislation'** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
 - (e) **'Controller', 'Data Subject', 'Personal Data', 'Process'** shall have the meaning given in the Data Protection Legislation;
 - (f) **'Parties'** means Intratone ('we') and the Account Holder ('you'); and
- 12.2 Each party undertakes and warrants to comply with its obligations under the Data Protection Legislation.
- 12.3 To the extent that Customer Data is processed by us on your behalf for the Purposes, you acknowledge that we are the Processor and you are the Controller.

12.4 Your obligations

- (a) You will comply with all applicable requirements of the Data Protection Legislation;
- (b) You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Data to us for the duration of these Terms and the Purposes;
- (c) You consent to Intratone sharing Customer Data to any Affiliate for the Purposes;
- (d) You consent to Intratone appointing sub processors as a third-party processor of Customer Data under these Terms. We confirm that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in these data processing terms; and
- (e) You shall defend, indemnify and hold us and our employees, sub-contractors, workers or agents harmless from and against any costs, losses, liabilities and expenses, including reasonable legal costs, arising from any claim relating to or resulting directly or indirectly from: (i) any breach by you of the Data Protection Legislation in relation to the Customer Data (ii) any Data Breach occurring as a result of your breach of the Data Protection Legislation and/or your obligations under these Terms and/or any of our applicable terms and conditions; and (iii) any breach of the Data Protection Legislation resulting from the processing of Customer Data by us in accordance with your instructions.

12.5 Our obligations

- (a) Intratone will only process Customer Data in accordance with our Privacy Policy for the purpose of performing our obligations under these Terms, any obligations we are required to perform under any other applicable terms and conditions (if any) and in accordance with the Purpose or as required by law.
- (b) We shall process Customer Data only on your written instructions and for the purposes of creating or otherwise managing Accounts, maintaining and improving the Management Website, and providing support to the Account Holders, unless we are required by law to otherwise process the Customer Data ('Purposes');
- (c) We will ensure that all Intratone staff who have access to and/or process Customer Data only do so when strictly necessary for the Purposes and are under a duty to keep the Customer Data confidential;
- (d) We will ensure that we have 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, Customer Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Customer Data can be restored in a timely manner where appropriate, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
- (e) We will not transfer any Customer Data outside of the European Economic Area unless your prior written consent has been obtained or appropriate safeguards are in place, and provided the transfer is in accordance with clause 12.4(d) of these Terms;
- (f) We will notify you without undue delay on becoming aware of a Data Breach or request from a Data Subject in relation to the Customer Data;
- (g) We will provide you with reasonable assistance, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- (h) We will retain Customer Data in accordance with our Data Retention Policy (available upon request) subject to receipt of your written instructions, upon termination of these Terms, to delete or return to you the Customer Data and copies thereof unless otherwise required by law.

13. Limitation of liability

- 13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 13.2 Other limitations and exclusions of liability may apply to liability arising of the supply by us of any products or services

to you, which will be set out in our applicable terms and conditions (available upon request).

- 13.3 Under these Terms, Intratone shall in no case be liable for any direct or indirect loss or damages arising out of, inter alia:
 - (a) any breach by you of these Terms;
 - (b) any malfunctioning of the Account Holder material, equipment or other configuration (including network or other connection), which may affect the performance of the Management Website;
 - (c) the supply and/or installation of our Services and or Products;
 - (d) the configuration of our Services or Products including any protection from viruses and/or other malware; and
 - (e) any unauthorised, improper or incorrect use of any of our Services and or Products.

14. Intellectual property rights

- 14.1 We are the owner or the licensee of all intellectual property rights in the Management Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 14.2 You must not use any part of the content on our Management Website for commercial purposes without obtaining a licence to do so from us or our licensors.

15. Confidentiality

- 15.1 Each party may use the confidential information of the other party only for the purposes of these Terms and must keep confidential all confidential information of the other party except to the extent (if any) the recipient of any confidential information is required by law to disclose the confidential information.
- 15.2 Each party may disclose the confidential information of the other party to those of its employees, workers and agents who have a need to know the confidential information for the purposes of these Terms but only if the employee, worker or agent executes a confidentiality undertaking in a form approved by the other party.
- 15.3 The obligations of confidentiality under these Terms do not extend to information that: (i) was rightfully in the possession of the receiving party before the commencement of these Terms; (ii) is or becomes public knowledge (otherwise than as a result of a breach of these Terms); or (iii) is required by law to be disclosed.

16. Jurisdiction and applicable law

- 16.1 These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law.
- 16.2 Both parties agree to the exclusive jurisdiction of the courts of England and Wales.