

SPECIFIC TERMS AND CONDITIONS (“SPECIFIC CONDITIONS”) - CLOUD SERVICES

1. GENERAL

- 1.1 The Services are provided by Green City Solutions Ltd (Company Number 07311724) (**Supplier**) a company registered in England and Wales. Our registered office is Green City Solutions Ltd, 1 Milnyard Square, Orton Southgate, Peterborough, PE2 6GX.
- 1.2 These Specific Conditions form part of the Contract. All the terms and conditions contained in the General Conditions shall apply to the Services unless there is any inconsistency between any of the provisions of the General Conditions and the provisions of these Specific Conditions, in which case, the conflicting provisions of these Specific Conditions shall prevail.

2. INTERPRETATION

- 2.1 In these Special Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Cloud Services	means any online cloud services that we make available to you during the term of this Contract.
Charges	the charges payable by the Customer for the supply of the Cloud Services in accordance with the provisions of the Contract (including but not limited to the charges described on the relevant Charges Sheet and Tariff Sheet (as defined in the General Conditions)).
Content	means all pages, screens, layouts, information and materials included in or accessible through the Services.
Contract	has the meaning defined in the General Conditions.
Customer	means you, the user of the Services who is not an individual consumer and who is contracting for the purposes of a business and having a legal identity separate from the persons (if any) of which it is composed, including but not limited to, a company, a body corporate, a corporation sole, a charity, a partnership, a government body and a public authority.
Customer Data	means data input, created or used by you in using the Services but shall not include any data owned by the Supplier or any third party.

Fair Usage Policy	The Supplier's fair usage policy which can be found at www.greencitysolutions.co.yj/fairusage and is amended from time to time which sets out the parameters of the Customer's use of Services.
General Conditions	means the general terms and conditions found at www.greencitysolutions.co.uk/termsandconditions
Subscribe	means pay the Subscription and "Subscribed", "Subscribing" and "Subscriber" shall be construed accordingly.
Subscription(s)	means the monthly fee (plus applicable taxes) payable to us by you, a Customer, to access one or more of the Services.
Support	means the telephone and other support and maintenance services provided by us, as specified in the Contract provided to the Customer.
Term	means the duration of this Contract.
Third Party	means any legal person other than you and us.
Third Party Application	means any application provided by us to you which originates from a Third Party and such person shall be referred to as a Third Party Application Provider .
You/your/yours	means you, the Customer.
Website	means the website located at http://greencitysolutions.co.uk/

3. ORDERING AND ACCESS TO THECLOUDSERVICES

- 3.1 You can order Cloud Services by contacting your Account Manager or by emailing sales@greencitysolutions.co.uk
- 3.2 You may start using the Cloud Services as soon as we give you access to them. This will normally be within 24 hours after your agreement has been accepted by us in accordance with clause 2 of the General Conditions, unless a scheduled rollout of the Service has been agreed in writing. You can continue to use the Cloud Services for as long as you continue to pay the appropriate Subscriptions in respect of them;
- 3.3 You acknowledge that it is your sole responsibility to determine that the Cloud Services that you Subscribe to meet your requirements. We give no warranties to that effect.
- 3.4 As per clause 15.3 of the General Conditions, you shall be liable for all Charges from the Start Date (as defined in the General Conditions) whether or not you make use (whether in part or in full) of the Cloud Services from the Start Date.

4. CHARGES AND PAYMENT

- 4.1 Clause 15 of the General Conditions shall also apply in relation to the Charges that you are liable for in respect of the provision of the Cloud Services.
- 4.2 Prices are liable to change at any time (although we will endeavour to give you reasonable notice) but no change will be implemented in respect of any period for which you have already paid a Subscription. Subscription prices for the Cloud Services exclude all taxes (including VAT), telephone and internet connection and use charges, unless stated otherwise. You are responsible to pay such charges.
- 4.3 If we run a particular special offer so that there is a specific introductory time, length and price (including at no charge) for the Cloud Services we provide you (rather than the normal monthly Subscription) then that price will remain in force for that period for so long as you have fully complied with your obligations contained in the Contract. After the offer period ends, your use of the Cloud Services will be charged at our then current prices in force for the Service Levels (as defined in the General Conditions) you are subscribed to.

5. WARRANTIES

- 5.1 The warranties contained in clause 19 of the General Conditions shall not cover or apply to failures or shortcomings in the provision of the Cloud Services caused by, arising out of or due to:
 - 5.1.1 your connection to the internet;
 - 5.1.2 the operational performance of the internet itself;
 - 5.1.3 private networks or VPNs or networked personal computers;
 - 5.1.4 leased lines;
 - 5.1.5 mobile service or airtime providers;
 - 5.1.6 failure of the computer or other equipment (including but not limited to any mobile equipment such as BlackBerry or iPhone hardware) you use to connect to the internet or to your mobile service or airtime provider, or to meet minimum system/equipment requirements as set out in clause 5.1.7 or where such failure is caused by an accident, abuse or use of the Cloud Services in a manner inconsistent with this Contract or our Fair Usage Policy or resulting from events beyond our reasonable control;
 - 5.1.7 which are catered for by any service levels agreed in writing which are applicable to the Cloud Services being provided.

- 5.2 Subject to clause 5.6 below, if you notify us during the Term of this Contract that any of the Cloud Services do not meet the warranties contained in the General Conditions we will, at our sole option, either:
- 5.2.1 modify, improve or update the Cloud Services to make them conform; or
 - 5.2.2 return Subscriptions paid for such Cloud Services for the period that they failed to conform.
- 5.3 We will use all reasonable endeavours to maintain the Cloud Services free of viruses but we strongly recommend that you have your own local anti-virus, anti-spam and anti-spyware programs, that they are of good quality and that they are kept up to date.
- 5.4 We cannot and do not warrant that the Cloud Services will be uninterrupted, error-free or entirely secure although we will effect and maintain at all times continuous and efficient security measures in order to safeguard Customer Data from unauthorised access, disclosure or use and to minimise the risk of security breach. Further, we shall use encryption techniques where available to protect Customer Data where practicable.
- 5.5 Our response to and our liability for Outages is as set out in our Performance & Service Credits Terms, where the term “Outage” is defined. For the avoidance of doubt, our Performance & Service Credits Terms form part of these Specific Conditions.
- 5.6 Other than pursuant to the General Conditions, we do not give any other warranties, guarantees or representations concerning the operation or performance or the Cloud Services. You are entirely responsible for deciding which Cloud Services best suit your requirements and we accept no liability for any use to which you put any of the Cloud Services.

6. LIABILITY

- 6.1 The General Conditions together with any relevant express provisions contained in these Specific Conditions set out the limits of our liability to you in respect of the Cloud Services provided to you.
- 6.2 We are not responsible for backing up (and restoring if it is damaged) the Customer Data unless such Service Level has been agreed in writing with you. You agree to take sensible precautions to minimise your loss in the event we fail to do so, especially if the data is important to you. This may include backing up any locally held data which is also Customer Data.

7. CUSTOMER DATA AND THE PROTECTION AND PROCESSING OF PERSONAL DATA

- 7.1 You shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of it.
- 7.2 We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any Third Party (except those Third Parties sub-contracted by us to perform services related to Customer Data maintenance and backup).
- 7.3 Each party shall comply with its respective obligations under the provisions of the Data Protection Act 1998 and references in this clause to "data processor", "data controller" and "personal data" shall have the meanings defined in the Act
- 7.4 If we process any personal data on your behalf when performing our obligations under this Contract, the parties' record their intention that you shall be the data controller and we shall be a data processor and in any such case:
 - 7.4.1 you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully process the personal data in accordance with this Contract on your behalf;
 - 7.4.2 we shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by you from time to time;
 - 7.4.3 we will not, except as agreed with you, or in accordance with your instructions, carry out any processing of personal data on equipment situated outside the European Economic Area (EEA) or transfer any personal data outside of the EEA.
 - 7.4.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and
 - 7.4.5 we shall immediately notify you (or you us, as applicable) if you receive any complaint, notice or communication which relates directly or indirectly to the processing of personal data under this Contract, and provide full co-operation and assistance in relation to any such complaint, notice or communication; and
 - 7.4.6 each party will comply with any specific guidance or instructions issued by the Information Commissioner.

8. PROPRIETARY RIGHTS

You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Cloud Services. Except as expressly stated herein, these Specific Conditions do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names,

trademarks (whether registered or unregistered), or any other rights or licences in respect of the Cloud Services or any related documentation.

9. INDEMNITIES

You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services.

10. VARIATIONS

10.1 We have the right to revise and amend the terms and conditions of these Special Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in the options available in relation to the Cloud Services, changes in relevant laws and regulatory requirements, changes in our capabilities and changes in what we are able to obtain from our Third Party licensors, contractors and other suppliers.

10.2 You will be subject to the General Conditions and Specific Conditions (and any other document which constitutes the Contract between us) in force at the time that you first take out your Subscription and each time you renew or amend it. When you come to renew or amend your Subscription please take some time to review all of the provisions of the General Conditions and Specific Conditions and any other related terms and policies, as well as the scope, specification and options available of the Cloud Services to ensure that you are happy with them.

10.3 Exceptionally, we may need to revise and amend these Specific Conditions from time to time, in which case we will notify you of our new Specific Conditions and will have the right to assume that you have accepted the revised Specific Conditions if you have not notified us to the contrary within 7 days of our notification to you.