

## IT To Go – Terms & Conditions Of The Sale Of Goods & Provision Of Services/Policy Including GDPR. Last Updated Monday 1<sup>st</sup> April 2024.

At IT To Go we like to be as honest and open as possible so any questions and answers about our products, services, and how we will treat you should be answered here. IT To Go knows that you care about how information about you is used and shared. This document explains what information of yours will be collected by us when you use us and how we operate.

### 1. Definitions

- 1.1 'Buyer' means a legal entity (otherwise referred to as 'you') who enters into a Contract with us to buy Goods or Services for private/commercial use.
- 1.2 'Contract' means any Contract between you and us for the sale and purchase of Goods or Services, incorporating these Terms.
- 1.3 'Goods' means any Goods agreed in the Contract to be supplied to you by us (including any part or parts of them).
- 1.4 'Normal Working Hours' means our current working hours please see our website.
- 1.5 'Order' means an Order for Goods or Services made by you in accordance with these Terms.
- 1.6 'Order Confirmation' means our written acceptance of your Order.
- 1.7 'Services' means Services and support provided by us to you.
- 1.8 'Software' means computer program(s) and associated documentation.
- 1.9 'Working Day' means Monday to Friday, excluding Bank or other Public holidays.
- 1.10 'Estimate' means the estimate of Goods and Services to be provided to the Buyer by the Seller.
- 1.11 'Seller' means IT To Go – Computer Services In store or Online.
- 1.14 'Conditions' means the Terms and Conditions set out within this document.

### 2. Making the Contract

- 2.1 Each Estimate will be deemed to be an offer to the Buyer to buy the Goods and/or Services in accordance with these Conditions.
- 2.2 All Estimates are valid for a maximum of 7 days from the Estimate date. After which they may be altered without giving notice to the Buyer.
- 2.3 These Conditions shall take precedence over any Conditions and shall not be varied without written consent.
- 2.4 The Buyer must ensure that the Estimate and any specifications are correct and complete and accurate. If the Buyer wishes to amend any part of information the Buyer must contact the Seller immediately. Although the Seller cannot guarantee it will be able to amend the Order after it is placed, but we will always try to help.
- 2.5 Any advice or recommendations given by the Seller or its employees/agents to the Buyer on the application, suitability or fitness for purpose for the use of Goods and Services which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendations which are not confirmed.

### 3. Provisioning of Goods & Services

- 3.1 It is the obligation of the Buyer to ensure that all equipment is of full working condition before we carry out any work.
- 3.2 If any Goods or Services are customised or if a process is added to Goods by the Seller in accordance with a specification submitted by the Buyer whether in writing or otherwise the Buyer shall indemnify the Seller against all loss damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim.
- 3.3 The Seller reserves the right to make changes to any specifications of Goods and/or Services.
- 3.4 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller, and on the terms that the Buyer shall indemnify the Seller in full against all losses and costs including labour and material already used, including damage charges and expenses incurred by the Seller as a result of any cancellation.
- 3.5 Where an Estimate is based upon information supplied by the Buyer, the Buyer is responsible for its accuracy and any increased costs of supply resulting in any inaccuracy are the Buyers responsibility.
- 3.6 All descriptions, images, reviews and specifications advertised or issued by the Seller are issued or published for the sole purpose of giving an approximate specification of Goods or Services.
- 3.7 All intellectual property rights arising from the creation of Goods/Services by the Seller shall remain the property of the Seller and the Buyer shall not copy or reproduce the Goods/Services without the prior written consent of the Seller.
- 3.8 All Services include a minimum call out charge of 1hr labour dependant on service ordered.
- 3.9 All Software installed by our staff must have original CD and licence key, any copy disks will be destroyed, as using copy disks is illegal. Clients are also responsible for Software licences.
- 3.10 Orders for bespoke or custom items cannot be cancelled after they have been placed.
- 3.11 The location where your item is collected may not be the location where your service/s are carried out and any repairs left may be carried out at another location without notifications. To help with the speed of your repair, for equipment needed or to one of our external agents.

### 4. Price of Goods & Services

- 4.1 The price of Goods & Services shall be the price discussed at the time of Order or within the Estimate accepted.
- 4.2 Reservation of Products does not constitute an Order and is not binding on either party.
- 4.3 The Seller reserves the right to cancel or refuse any Order at any point.
- 4.4 We reserve the right to vary our prices from time to time without prior notice.
- 4.5 The Seller reserves the right to increase the price of goods and Services to cover:
  - An increase cost to the Seller which is due to factors beyond its control.
  - Any changes to quantities, delivery dates, specifications, requested by the Buyer.
  - Any delay caused by an instruction by the Buyer.
  - The cost of additional work carried out by the Seller to be able to perform or supply Goods and or Services.
  - Packaging or delivery of Goods/Services to the Buyers premises.
  - Any applicable value added tax (VAT).

### 5. Payments of Goods & Services

- 5.1 Payment terms must be agreed in Writing before an order is placed other than this, Terms are payment before Delivery or on Collection.
- 5.2 Where terms are offered they are strictly 14 days from the invoice date, unless otherwise stated.
- 5.3 If the Buyer fails to make any payment due to us by the due date for payment then we may charge you interest on the overdue amount at the rate of 1% per day. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 5.4 If the Buyer fails to make payment within the invoice terms or by the due date the Seller shall be entitled to cancel the contract and/or suspend further Orders/deliveries of Goods and or Services to the Buyer.
- 5.5 If paying via cheque please allow 3-5 Working Days for your payment to clear. (Payment Must Have Cleared Before Goods Or Services Are Dispatched)
- 5.6 If cheques are returned unpaid or insufficient funds, any charges will be payable by the Buyer and not the Seller.
- 5.7 Invoices are sent via email unless otherwise requested.
- 5.8 We do not guarantee websites that are not paid in full 30 days before the renewal date, as we need to ensure full payment is with our providers before the renewal date or hosting packages and domains may be lost.
- 5.9 Returned cheques will incur a processing charge of £50 per returned cheque.
- 5.10 Also when terms are not paid in full within 14 days further terms/credit are no longer offered.
- 5.11 Terms are no longer offered on transactions under £100.
- 5.12 A total of no more than one outstanding invoice is permitted at any time unless authorised in writing.
- 5.13 All new clients can only take terms after an amount of £500 has been spent with IT To Go.
- 5.14 Once an outstanding balance of £200 or above has been reached, balances need to be paid in full before any further work can be continued.

### 6. Stock Levels

- 6.1 The stock level for all our Goods is indicated on each product info page. Whilst we endeavour to keep these accurate and up-to-date these indications are intended as a guide only.
- 6.2 Whilst we endeavour to make as many products as possible available from stock, some items are sourced from our suppliers on a just-in-time basis. These items are usually available from stock at our supplier's warehouse and will be delivered as soon as possible.

### 7. Delivery

- 7.1 Delivery is strictly to UK Mainland only for Goods and Services.
- 7.2 Delivery can be made by the Buyer collecting Goods/Services at the Sellers premises after being notified by the Buyer the Goods/Services are ready to collect. Alternatively when Goods are ready to collect they can then be posted if this option was paid for at checkout.
- 7.3 Any dates for delivery of Goods/Services are strictly an Estimate as we use 3<sup>rd</sup> parties over which the Seller has no control.
- 7.4 The Seller shall not be liable for any delay in postage Services however caused.
- 7.5 All Items are posted with standard mail Services for light items and tracked postage for more expensive items, unless otherwise specified by the Buyer.
- 7.6 The Seller cannot be held responsible for the cost of return postage for cancelled or returned Orders unless Goods are damaged in transit (On the outward journey).
- 7.7 If the Buyer fails to take delivery of Goods or provision of Services or fails to give delivery instructions at the time stated for delivery then the Seller may store the Goods at a cost to the Buyer.
- 7.8 The Seller may choose to deliver Goods/Services in parts/stages. Each separate instalment or stage will be invoiced separately in accordance with provisions of this Contract.
- 7.9 Each instalment or stage will be a separate contact and, unless specifically set out in the terms of any one Contract relating to an instalment or stage will entitle the Buyer to repudiate or cancel any other Contract or instalment stage.
- 7.8 The following rules must be used for any problems with products/Services supplied by the Seller via delivery:
  - if a Product is damaged, inform us within 12 hours of delivery, and
  - if a Products has been lost or is short, within 24 hours of delivery.
  - if items are damaged in transit you must not sign for them, and contact us immediately.
  - no claim for loss or damage will be allowed if the Buyer claims outside the above time limit, or if they have signed the receipt of postage.
  - 7.9 If payment is made by credit or debit card, delivery will be made to the statement address of the cardholder only.
- 7.10 Delivery is deemed to take place when the Goods are delivered to your nominated address, where upon the risk of loss, breakage, or damage shall pass to the Buyer.

### 8. Risk And Property

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
  - In the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods are ready to collect.
  - In the case of the Goods to be delivered otherwise than at the Seller's premises at the time of delivery to such premises.
  - If the Buyer fails to take delivery of the Goods, from the time when the Seller has tendered delivery of the Goods.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods/Services or any other provision of these Conditions ownership of the Goods shall not pass to the Buyer until the Seller has received in cleared funds payment in full of the price of the Goods/Services for which the payment is due from the Seller.
- 8.3 Until such time as ownership of Goods/Services passes to the Buyer the Buyer shall hold the Goods separate from those of the Buyers keeping relevant insurance and clearly identifying the items as the Sellers property.
- 8.4 The Buyers right to possession of the Goods/Services shall be terminated immediately if you have a bankruptcy Order made against you, or arrange any possible insolvency, liquidation or winding up processes.

### 9. Warranties & Liabilities

- 9.1 New Items carry a 7 day warranty with the Seller and then after this date the 12 month manufacturer warranty applies.
- 9.2 Second hand items carry a 7 day warranty with the Seller and the after this date there is no further warranty.
- 9.3 In the warranty period the Seller will try to provide a reasonable resolve to items damaged, faulty, defective due to defects in material or workmanship or design, and will repair or replace items. For this we will deal directly with the Manufacturer and the following must be ensured:
  - The Buyer hasn't improperly used the Goods in any way, or the Goods have not been subject to misuse, unauthorised repair, damage, negligence, or adverse weather Conditions.
  - The Buyer has followed all instructions relating to the product.
  - Damage, discoloration, incorrect cleaning, has not happened and this can be no fault of the Sellers.
  - The Buyer has notified the Seller of any problem or suspected problem within 2 days of the provision of Goods/Services.
- 9.4 The Buyer will repair/replace items within warranty period that are deemed faulty/defective but any additional labour charges in respects to setting up items again installation will be chargeable.
- 9.5 The above warranty does not extend to parts or material not from the Seller.
- 9.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of Contract by reason of any delay in carrying out any work. If the delay was due to any cause beyond the Sellers control, this should include:
  - Act of God, explosion, flood, fire or accident.
  - War or threat of war.
  - Acts of restriction or of any kind.
  - Strike or other industrial actions or trade disputes.
  - Power failure or breakdown in equipment.
  - Default of suppliers or sub-contractors.
- 9.7 The Buyer agrees to indemnify, keep indemnified and hold harmless the Seller from and against all direct, indirect or consequential loss (All three of which terms include, but are not limited to loss of profits, loss of business, depletion of good will and like loss), costs, expenses, liabilities, injuries, damages, claims, demands, proceedings, or legal costs and judgements which the Seller incurs or suffers as a consequence of direct or indirect breach of negligent performance or failure in performance by the Buyer of any of the terms of the Contract.

### 10. Data Protection

- 10.1 The Seller automatically Logs your IP (Internet Protocol) address to help diagnose problems with our server and to administer our website. Your IP address is also used to help gather broad demographic information.
- 10.2 The Seller may share your information with any member of our group, which means our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985.
- 10.3 If the Buyer wishes to be removed from our mailing list, please contact customer services by stating that you wish to be removed within the email, or login to your online account, please note that it may take up to 28 days to action your request.
- 10.4 You agree that we may use personal information provided by you in Order to conduct appropriate anti-fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- 10.5 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your information transmitted to our Site; any transmission is at your own risk.
- 10.6 Information you provide to us is shared on our secure servers. We have implemented appropriate physical, technical and organisational measures designed to secure your information against accidental loss and unauthorised access, use, alteration or disclosure. In addition, we limit access to personal data to those employees, agents, contractors and other third parties that have a legitimate business need for such access.

### 11. Privacy Policy

- 11.1 When you register and use this site you will be asked to provide certain information such as your contact details. We will store this data and hold it on computers or otherwise. We will use this data to fulfil our agreement with you.
- 11.2 We may pass your information to our third party service providers, agents subcontractors and other associated organisations for the purposes of completing tasks and providing services to you on our behalf. However, when we use third party service providers, we disclose only the personal information that is necessary to deliver the service and we have a contract in place that requires them to keep your information secure and not to use it for their own direct marketing purposes. Please be reassured that we will not release your information to third parties beyond the IT To Go network.
- 11.3 We work closely with various third party product providers to bring you a range of quality and reliable products and services designed to meet the needs of our clients. When you enquire about or purchase one or more of these products, the relevant third party product provider will use your details to provide you with information and carry out their obligations arising from any contracts you have entered into with them. In some cases, they will be acting as a data controller of your information and therefore we advise you to read their Privacy Policy. These third party product providers will share your information with us which we will use in accordance with this Privacy Policy.
- 11.4 When you give us personal information, we take steps to ensure that it's treated securely. Any sensitive information (such as credit or debit card details) is encrypted and protected with the following software 128 Bit encryption on SSL by our providers. When you are on a secure page, a lock icon will appear on the bottom of web browsers such as Microsoft Internet Explorer.
- 11.5 Non-sensitive details (your email address etc.) are transmitted normally over the Internet, and this can never be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems. Where we have given (or where you have chosen) a password which enables you to access certain parts of our websites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.
- 11.6 We may analyse your personal information to create a profile of your interests and preferences so that we can contact you with information relevant to you. We may make use of additional information about you when it is available from external sources to help us do this effectively.
- 11.7 We may also use your personal information to detect and reduce fraud and credit risk.
- 11.8 Our website may contain links to other websites run by other organisations. This privacy policy applies only to our website, so we encourage you to read the privacy statements on the other websites you visit. We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from our website.

### 12. Data Recovery

- 12.1 The word "Full" or phrase "Full Recovery", when used in relation to the process of data recovery or the amount of data recovered relates solely to the amount of data that has been able to be recovered from the media and not to the amount of data originally contained on the media.
- 12.2 The Seller will use all reasonable endeavours to achieve reasonable response times. However, unless otherwise agreed, failure to achieve any response times is not a contractual obligation.
- 12.3 Acceptance of a quotation may be given in writing, verbally in person or via telephone, facsimile or electronic mail. The Seller reserves the right not to commence any recovery work until approval is given.
- 12.4 In the event that the Buyer decides not to proceed with the recovery of data, after approval has been given, the Seller reserves the right to charge the client for any work and / or parts used to date. This charge is at the discretion of the Seller and may be equal to, but not exceed, the total approved amount for the recovery process.
- 12.5 The Buyer understands that payment is due in full & must be cleared before completion of the data recovery process and prior to the release of data and/or original media (whether shipped, picked up or downloaded), unless otherwise agreed.
- 12.6 The Seller agrees not to disclose any/all information or data files supplied with, stored on, or recovered from the Buyer's equipment except to employees or agents of the Seller subject to confidentiality agreements or as required by law, without the consent of the Buyer.
- 12.7 The Buyer understands that the location of storage may not be the same as the location to which the media was originally shipped.
- 12.8 Due to the nature of data recovery, our technicians may be required to carry out physical work on the media/data/equipment made available to The Seller. Therefore, the client acknowledges that:
  - The media/data/equipment is already damaged.
  - Data recovery efforts may result in further damage to the media/data/equipment.
  - The media/data/equipment warranties may become void.
  - The Seller is not responsible for this or any other type of damage.
  - That media may be transferred to other labs and that the Seller holds no responsibility for lost/damaged media within the postal system at any stage in the process, including returning of data the end user.
- 12.9 The Seller holds no responsibility for delays caused as a result of the postal network. In these circumstances no compensation will be given for loss of profits, inconvenience etc.
- 12.10 The Buyer agrees to inspect or to procure to inspect the Goods delivered at the earliest opportunity as data is kept up to a maximum of 7 days after the date of recovery for security purposes.
- 12.11 The client understands that the Seller does not offer any guarantees or warranties of any kind and that the extent of any of the Seller liability to the Buyer is strictly limited to the fees you pay the Seller for its data recovery service.
- 12.12 The Seller gives an integrity percentage of any data recovered. This is an Estimate only and is derived using specialist Software that performs a file signature verification process. This process does not guarantee the level of integrity and may vary depending on various factors. The percentage given is an Estimate only.
- 12.13 The Seller accepts no responsibility or liability whatsoever for the contents, integrity, functionality, corruption or usefulness of the data recovered.

11.14 Should the Buyer wish to know what files have been recovered they should request a file list from their account manager in writing or by email. This is the Buyers responsibility and a file list will not be provided unless requested from the Buyer in writing or by email. The file list shows the files recovered, the Buyer gives no guarantee as to the integrity of the data shown on the file list or any other data recovered.

11.15 The Buyer agrees that all media and its content provided to the Seller is legal and the lawful possession of the Buyer and that the Buyer has the legal right to request data recovery Services, as described under the Laws of England and Wales.

### 13. GDPR

13.1 We obtain information about you when you use our website, for example, when you contact us about products and services, to make an order, or if you register to receive one of our weekly newsletters.

13.2 The personal information we collect might include your name, address(es), email address, phone number, IP address, and information regarding what pages are accessed and when.

13.3 If you make an order online or purchase a product from us, your card information is not held by us, it is collected by our third party payment processors, who specialise in the secure online capture and processing of credit/debit card transactions.

13.4 We may use your information:

- for our own internal records.
- to process orders that you have submitted.
- to contact you regarding a specific enquiry.
- to carry out our obligations arising from any contracts entered into by you and us
- dealing with entries into a competition.
- to seek your views or comments on the services we provide.
- to notify you of changes to our services.
- for invoices and to take payments.
- for contact regarding your repair with updates.
- send you communications which you have requested and that may be of interest.
- activities, promotions of our associated companies goods and services.
- process a job application.

13.5 We review our retention periods for personal information on a regular basis. We are legally required to hold some types of information to fulfil our statutory obligations (for example the collection of monthly services). We will hold your personal information on our systems for as long as is necessary for the relevant activity, or as long as is set out in any relevant contract you hold with us.

13.6 We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose on-line. You accept the inherent security risks of providing information and dealing on-line over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.

13.7 You have a choice about whether or not you wish to receive information from us. If you do not want to receive direct marketing communications from us, then you can select your choices by ticking the relevant boxes situated on the form on which we collect your information. Or by several automatic unsubscribe systems.

13.8 We will not contact you for marketing purposes by email, post, phone or text message unless you have given your prior consent. You can change your marketing preferences at any time on the details at the end of this document.

13.9 You have the right to ask for a copy of the information IT To Go hold about you (we may charge a minimum £10 for information requests) to cover our costs in providing you with details of the information we hold about you. 13.10 We are concerned to protect the privacy of children aged 16 or under. If you are aged 16 or under, please get your parent/guardian's permission beforehand whenever you provide us with personal information.

13.11 As part of the services offered to you through this website, the information which you provide to us may be transferred to countries outside the European Union ("EU"). By way of example, this may happen if any of our servers are from time to time located in a country outside of the EU. These countries may not have similar data protection laws to the UK. By submitting your personal data, you're agreeing to this transfer, storing or processing. If we transfer your information outside of the EU in this way, we will take steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this Policy.

13.12 In the event that personal information is compromised as a breach of security, IT To Go will promptly notify our customers in compliance with applicable law.

13.13 Job sheet information will be stored securely while a repair is undertaken and for warranty purposes and after no more than 12 months will be destroyed with a GDPR recommended shredder.

### 14. Fraud Prevention

14.1 In Order to protect our Buyers and us from fraud and theft, we may pass on information that we obtain from making identity checks and other information in our customer records, including how you conduct your account, to other Group companies, and other organisations (including law enforcement agencies) involved in fraud prevention and detection, to use in the same way.

### 15. Disclosure of Your Information

15.1 We may give information about you to the following, who may use it for the same purposes as set out above:

- To employees and agents of the Sellers Group to administer any accounts, products and Services provided to you by the Group now or in the future.
- Agents who (on our behalf) profile your data so that we may tailor the Goods/Services we offer to your specific needs;
- To other organisations for the administration of our prize draws or competitions.
- To anyone to whom we transfer or may transfer our rights and duties under our agreement with you.
- If we have a duty to do so or if the law allows us to do so.

### 16. Cookies

16.1 New technologies are emerging on the Internet that help us to deliver customised visitor experiences. In particular, there is a technology called "cookies" which may be used by us to provide you with, for example, customised information from our web site. A cookie is an element of data that a web site can send to your browser, which may then store it on your system. Cookies allow us to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our web site. Depending on the type of cookie we use, cookies also allow us to make our web site more user friendly, for example, permanent cookies allow us to save your password so that you do not have to re-enter it every time you visit our web site.

16.2 If you wish, you can usually adjust your browser so that your computer does not accept cookies. If you do this, you will still be able to browse around the site but the functions that allow you to add items to your trolley, set up a new account or access an existing account will not be available.

16.3 Please remember, cookies do not contain confidential information such as your home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers.

16.4 Your browser also generates other information, including which language the site is displayed in, and your Internet Protocol address ("IP address"). An IP address is a set of numbers which is assigned to your computer during a browsing session whenever you log on to the Internet via your internet service provider or your network (if you access the Internet from, for example, a computer at work). Your IP address is automatically logged by our servers and used to collect traffic data about visitors to our web sites. We do not use your IP address to identify you personally.

16.5 We only keep cookies for the duration of your visit to our website, except where you save your login name as referred to above.

### 17. Returns/RMA

17.1 In the event that you need to return Goods, then a Goods Returns Authorisation Number (RMA) must be obtained from us for each and every return so that we are able to administratively process your return, otherwise we have no means of identifying the Goods being returned and this may result in difficulties in returning monies. You will be sent a RMA acknowledgement by email which will also include a downloadable returns label that should be printed off and secured onto the exterior of the package. The RMA must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the Software seals intact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.

17.2 In the event that any Goods Delivered to you do not correspond with the Goods in the Order Confirmation, or have been Delivered to you by mistake, then you will be under a duty to take reasonable care of such Goods and to contact our Customer Services team immediately no later than 14 days. We will then arrange for a courier to collect the Goods and replacements to be supplied on a credit and recharge basis.

17.3 All returned Goods will hold a 25% restocking fee if not in pristine condition.

17.4 Services are time and labour specific and are non-returnable.

### 18. Equipment Collection

18.1 Any equipment must be collected within two weeks of the date of completion or Invoice after this time it will be stored at a cost to the Buyer, and no longer covered under our insurance. If after one month in total the equipment has not been collected it will be destroyed to recover costs, unless in this time written consent for special arrangements are made.

### 19. Website & Design Services

19.1 Copyright is fully retained by IT To Go on all design work including visuals, images, wordings created, unless specifically released in writing and after all costs have been settled.

19.2 If we present a choice of designs, only one solution is deemed to be given by IT To Go as fulfilling the contract. All other designs remain the property of IT To Go, unless agreed in writing that this agreement has changed.

19.3 All design work carries a non-refundable deposit of 50%.

19.4 By supplying any Images, photos, text to IT To Go the Client declares that it holds the appropriate copyright/trademark permissions.

19.5 The client agrees to fully indemnify and hold IT To Go free from harm in any claims resulting from the client not having obtained all the required copyright, and/or any other necessary permission.

19.6 The client agrees that changes required over and above the estimate will require a separate charge.

19.7 The client agrees that IT To Go hold no responsibility for any amendments made by any third party, before or after a design is published.

19.8 The client agrees that any content or text will be supplied in electrical format in .doc or .txt format.

19.9 All project completion dates are estimated and IT To Go cannot be held responsible for any delays whatever the cause.

19.10 Once the customer approves the template the coding can commence, if there are further changes to menus, colours, structure after this stage this may incur an additional charge.

19.11 IT To Go cannot guarantee for any placements for search engine rankings.

19.12 The client agrees for IT To Go to display a small advert to aid in SEO on each design.

19.13 The client agrees for IT To Go to display a small link on its own website back to the clients design.

19.14 IT To Go Reserve the right to refuse content or artwork it deems to be offensive, immoral or illegal.

19.15 If a website order is cancelled the client would lose the 50% deposit and also would be invoice for any work beyond this point and until the date of cancellation, payment of the remaining balance follows normal payment terms.

19.16 If you wish to raise a complaint about abuse you have received (phishing scams, spam emails etc), please contact us at [abuse@ittogo.co.uk](mailto:abuse@ittogo.co.uk) with as much detail about the abuse, we will then investigate immediately.

19.17 If you require further information on Nominet terms and conditions please see this link <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>.

19.18 All domains, hosting & related website services are renewed yearly including any maintenance packages take out.

19.19 We email all clients 2 months before renewal, then 1 month before renewal if there is no reply in this time to transfer the domain then it is effectively lost. We will always try to renew a domain but clients must get in touch asap after expiry. As after the renewal we cannot then guarantee, no one else will take control of the domain.

19.20 It is always the clients responsibility to note their website services expiry date so that they don't expire.

19.21 If you do not wish to renew a domain please make sure you contact us a minimum of 30 days before your domain expires by emailing us at [sales@ittogo.co.uk](mailto:sales@ittogo.co.uk) or calling 01302 352352.

19.22 If you do not renew your domain before its expiry date it will have all services we provide suspended and you will have up to 30 days (protected period) after to renew the domain name at the original renewal fee. After 30 days your domain will be suspended and will go into a 60 day grace period which you can still renew your domain name but with an additional redemption fee of £600. This must be requested by email before the 80th day after your domain has expired, after 90 days your domain will be cancelled and deleted from the register and made available for resale through a third party registrar.

19.23 When transferring a domain away from IT To Go this service is FREE provided that there is a zero account balance.

19.24 Renewal costs will be sent in the email as per term 19.19 or can be given over the phone in this period.

19.25 Please contact the web team using one of the contact methods on our website, outside of office hours please email us at [support@ittogo.co.uk](mailto:support@ittogo.co.uk). We will aim to respond to all points of contact within 2 business days and aim to resolve any issues you have within 5 business days.

19.26 Nominet operates a data quality policy to ensure owner's details are valid and correct, so this information may be requested if required. Valid forms of ID are driving licence or passport with utility bill.

### 20. General/Other

20.1 You have the right to see personal data (as defined in the Data Protection Act) that we keep about you the Buyer, upon receipt of a written request and a minimum payment of £10 will be required for this information.

20.2 Please be aware that our site/s may link to other web sites which may be accessed through our site. The Buyer cannot hold responsible for the data policies or procedures/content of these linked 3<sup>rd</sup> party web sites.

20.3 The Seller cannot be responsible for:

- effects from Files and programs that have been deleted from your PC's hard disk, including tweaking files and changing properties.
- Any problems after leaving a completed job and showing the PC to be fully working.
- Data loss from backups and Software backups, or data corruption, including data recovery.
- Goods/Services delivered to offices/home will be setup we cannot be responsible for events after a technician has left.
- Missing parts/Software after a job has been collected. So please check all parts are with you before leaving.

### 21. Support Contracts

21.1 Support contracts must be paid a month in advance for any work to continue.

21.2 All additional hours are charged at contract rate.

21.3 Please see contract for additional terms and conditions that may apply.

### 22. Online Store

22.1 Images used are for illustration purposes only and products and services may vary.

22.2 All new items come with a 12 month warranty unless otherwise stated.

22.3 All second hand items come with a 7 day warranty unless otherwise stated.

### 23. Apps

23.1 Please note by downloading our app you may be contacted with notifications from time to time unless your phone settings are adjusted.

### 24. Complaints Procedure

24.1 All complaints must be made in writing to the attention of the Complaints Team.

24.2 Please allow 3 days for acknowledgment and 14 working days for a response, although we aim to resolve issues as quick as possible.

24.3 Complaints and issues should be sent to Unit 7, Bootham Lane Industrial Estate, Bootham Lane, Dunscroft, Doncaster, DN7 4JU.

24.4 Help and advice can be given on 01302 352352 or via support@ittogo.co.uk

24.5 If you have a domain related complaint and if you are not happy with the initial outcome of your complaint, then please feel free to escalate your issue to Nominet (the .uk registry) here: <http://www.nominet.org.uk/disciplines/complaining-about-registrar/complaints-procedure>.

### 25. If You Fail To Provide Personal Data

25.1 Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide the data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example to provide you with our goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

### 26. Marketing

26.1 In addition to the uses described above, where you indicate you would like to receive marketing correspondence from us, subscribe to our mailing lists or newsletters, enter into any of our competitions or provide us with your details at networking events we may use your personal data for our legitimate interests in order to provide you with details about our goods, services, business updates and events which we think may be of interest.

26.2 You have the right to opt-out of receiving the information detailed at any time. To opt-out of receiving such information you can:

- 26.2.1 Tick the relevant box situated in the form on which we collect your information;
  - 26.2.2 Clicking the unsubscribe button contained in any such communication received; or
  - 26.2.3 Email us at [privacy@ittogo.co.uk](mailto:privacy@ittogo.co.uk) or call 01302 352352 providing us with your name and contact details.
- 26.3 Where you have subscribed to receive marketing correspondence from us we will keep personal data 5 years from when you are provided with the opportunity to opt-out of receiving marketing correspondence from us or you last placed an order, whichever is later.

### 27. Monitoring & Recording

27.1 We may monitor and record communications with you (such as telephone communications and emails) for the purpose of quality assurance, training, fraud prevention and compliance. We also have CCTV cameras installed in our premises for the purpose of crime prevention and for health and safety reasons. We retain CCTV images for up to 30 days and telephone recordings for up to 3 years.

### 28. Automated Decisions

28.1 Some of our decisions are made automatically by inputting your personal information into a system or computer and the decision is calculated using certain automatic processes rather than our employees making those decisions. We make automated decisions to check for orders which may be fraudulent.

28.2 We may carry out a credit check on our customers:

- 28.2.1 So that we can make credit decisions about you; and
  - 28.2.2 To prevent fraud and money laundering.
- 28.3 Our search may be recorded on the files of the credit reference agency.

If further to undertaking a credit check you receive a low credit score, we reserve the right not to supply you with goods or services on credit and/or require upfront payment for the goods or services you wish to purchase.

If you provide false or inaccurate information and we suspect fraud, we will record this.

### 29. Onsite Calls or Home Visits

29.1 All onsite home and business visits must be paid for in advance of a visit.

29.2 Appointments will be confirmed after payment has been received.

29.3 Appointments are not guaranteed until they have been paid for and you have received your confirmation.

29.4 Customer cancellation charges are as follows:

- 48 + Hours before visit 70% refund or 1 amendment to another date and time.
- 48 – 25 Hours before visit 50% refund or 1 amendment to another date and time.
- 24 – 0 Hours before visit 0% refund.

29.5 If IT To Go have to cancel your visit for any reason we can either give a full refund or the option to rebook another date and time.

### 30. Contact Us

PLEASE NOTE: By using any of IT To Go's services you agree in full to our terms and conditions.

Any questions regarding this Policy and our privacy practices should be sent by email to our data team manager:

Email : [steve@ittogo.co.uk](mailto:steve@ittogo.co.uk)

Post : Unit 7, Bootham Lane Ind Est, Dunscroft, Doncaster, DN7 4JU

Call : 01302 352352.