



Lynx On-Line Services Terms of Use

The Lynx Service

Lynx is an on-line service developed by IFcon Ltd. (IFcon) and provides facilities for processing orders for building products, management of contracts for the supply of building products and services and associated accounting and record keeping.

An individuals or organisation using the Lynx Service (the Customer) may purchase the right to use the Lynx software in different modules or editions which provide different sorts of functions – for example management of trade counter orders or stock control. Each of these modules is priced separately and will be advised at the time of purchase or on the IFcon web site at www.ifcon.co.uk.

Lynx runs on a web server provided by IFcon and is accessed by users over the Internet using a standard web browser. It uses third party on-line services accessed over the Internet to enable validation of post codes and to transmit SMS messages. These services are purchased separately by the Customer from suppliers advised by IFcon.

The use of any Lynx service is subject to the terms laid out in this document.

Payment

Lynx is billed monthly or quarterly in advance. Monthly fees for providing the Lynx service are as advised and subject to variation by giving one calendar month's notice. Payment is due within 14 days for monthly billed services or 30 days in the case of services billed quarterly.

Where payment has not been made within these terms, IFcon reserves the right immediately to suspend or cease the Lynx service with no notice.

Third Party Services

Lynx uses the SMSWorks service for the transmission of SMS messages. The Customer is responsible for purchasing this service from SMSWorks directly, but IFcon will provide advice as to the services required. This service is not mandatory, and Lynx will work without it.

Server System

The Lynx system will reside on a secure remote server. Access to the Lynx system will be possible from an Internet connected web browser. The Google Chrome and Mozilla Firefox web browsers are supported for this purpose.



Service Level

Hours of service and availability

The Core Hours for the Lynx service will be 9AM to 5PM on weekdays, excluding public holidays.

IFcon will use its reasonable endeavours to ensure that the Lynx service is available for an average of 98% of the time during the Core Hours.

The Lynx service will additionally be available at all other times except when maintenance activity is required to be carried out on the server or software. Such maintenance will be carried out before 8AM or after 6PM on Weekdays and Saturdays, or on Sundays after 2PM wherever possible.

IFcon will endeavour to notify the Customer by Email of its intention to carry out maintenance activity and to give at least 7 days notice except in the case of emergency maintenance where the expected period of unavailability is more than 15 minutes.

Support

Support is offered by Email only. IFcon will use its reasonable endeavours to respond to queries from the Customer about the operation of the service or reports of faults promptly, taking into account the nature of the query, and in any case within 5 working days. Additional telephone support may be given at IFcon's discretion to customers of the Lynx Pro service.

Training is chargeable to the Customer except where agreed in advance, and will be charged at the rate of £40 per half hour for training remotely, via Zoom or other means, or at the rate of £600 per day for on-site training, plus expenses. Zoom training for users of the Lynx 'Pro' service is free of charge, subject to the prior arrangement of sessions.

Training materials are available on-line to the Customer free of charge.

Data Volumes and Storage

Service provision and charges are based on a maximum of 1GB total data transfer to or from the Lynx server in the form of file attachments in each calendar month and the transmission of up to 2,500 Emails per calendar month.

Storage of files uploaded by the Customer will not be charged, subject to a maximum retention of uploaded files for a period of 6 years (10 years for customers of the Lynx Pro service) and of files generated using data held on the Lynx server for 2 years. Such use of Lynx storage facilities by the Customer must be reasonable and proportionate, and IFcon shall have the right to remove stored files at its sole discretion where it considers the amount of data stored to be unreasonable, always provided that the Customer will be provided a copy of such removed files and given 7 days notice of their removal. No notice will be given of the removal of files which are older than the normal retention period.

IFcon shall have the right to remove any or all data belonging to a Customer where the Customer has ceased to use the Lynx system or has not used it for a period of 30 days or is in breach of its contractual or legal obligations in respect of use of the Lynx system. IFcon shall not be required to notify the customer of such removal or to retain archive copies of the data removed.

Free of Charge Services

Where services have been provided free of charge to the Customer, whether for the purposes of trialling Lynx or as part of a generally available free of charge offer or any other reason, IFcon shall have no liability in respect of Service Levels provided or loss of data created by



the Customer or uploaded by them to the Lynx system which IFcon shall be entitled, at its sole discretion, to remove and the Customer will indemnify IFcon against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly from the use of such services. IFcon shall further be entitled at any time to alter, suspend or cease such services at its sole discretion and without notice to the Customer.

General Terms

Changes to Service and Terms

IFcon may change the operation and function of any services offered at any time for the purpose of improving the overall service offering to its customers as a whole. It will use reasonable endeavours to notify the Customer of such changes, taking into account their materiality and foreseeable impact on customers.

IFcon may also vary the terms of the provision of service, including pricing, at any time. Such changes will come into effect immediately at the end of the current billing month.

If the Customer is not satisfied with changes made to the services or terms, it will have the right to terminate service without notice at the end of the current billing month, and to receive a refund of any services prepaid at that time.

Warranty

IFcon will use reasonable skill and care in providing the Lynx service but makes no warranty that the service shall be free of defects or that access to the service will be uninterrupted. IFcon shall not be held liable for losses arising in the Customer's business as a result of defects in or non-availability of any Lynx service and IFcon's liability shall be limited to the current month's service fees paid.

IFcon will use its reasonable endeavours to maintain the security and integrity of data which it holds on behalf of the Customer in accordance with normal business practices but gives no warranty against the loss or partial loss of such data as a consequence of computer systems or software failure or human error by IFcon or its subcontractors.

Customer Obligations

To enable IFcon to perform its obligations under this Agreement the Customer will co-operate with IFcon and provide any information reasonably requested to assist with the resolution of queries or reported software defects.

The Customer is responsible for maintaining and paying for their own Internet communications services and ancillary services for the provision of SMS transmission, where implemented.

By using the Lynx service, the customer agrees to receive Emails and other electronic communications from IFcon for the purposes of billing and keeping the Customer informed about the Lynx service and other related services.

Data Protection

In the use of any and all services provided by IFcon, the Customer must comply with all applicable regulations, including the Data Protection Act 1998 and EU General Data Protection Regulation. The Customer must notify IFcon when any personal data held by IFcon on behalf of the Customer is no longer required for the purposes for which it was obtained and shall bear the reasonable charges levied by IFcon in the destruction of such data or use the facilities of the Lynx system to undertake the destruction of such data itself.



The Customer shall obtain all necessary explicit and informed consents from data subjects and maintain records that such consents have been given. The customer shall not use the Lynx system to record data relating to data subjects who are less than 16 years old.

The Customer will indemnify IFcon against all costs (including legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises in connection with a breach of any applicable regulation by the Customer and agrees to pay the reasonable charges levied by IFcon relating to work it carries out resulting from any such claim.

The Lynx system uses personal data about individuals using the system, including name, email address and mobile telephone number, for the purposes of allowing access to the system and for communication among Lynx users in the course of day-to-day business. It is the responsibility of the Customer to ensure that information about users is removed from Lynx when there is no longer a legitimate interest to keep it or consent to do so.

Lynx uses Google services to provide users with two-way synchronization of their Lynx calendar with a separate Lynx calendar on their Google account where this has been configured. This is an optional feature which permits users to integrate the use of their Lynx calendar with other Google calendars or to use Google services as a means to synchronize with other calendar programs. Lynx also uses Google map services to identify the proximity of addresses to a given postcode in order to identify previous installations within a geographic radius and to show maps in internal documentation as an aid to navigation to installation and service locations. All use of map functions is anonymous and no personal data is recorded in relation to these uses of Google data.



Termination

Either party may terminate this agreement for any reason at the end of the current billing month, subject to the payment of all fees due. If the Customer is billed on a quarterly basis, fees paid respect of any whole months which have been prepaid but which fall after the date of termination will be promptly credited and repaid by IFcon. Obligations of the Customer arising under this agreement including but not limited to those relating to data protection shall remain in force upon termination.

Requests for cancellation from the Customer should be sent by Email to ian@ifcon.co.uk or in writing to the address below.

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