Terms & Conditions

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Document Approval

Name	Job Title	Date
Mohammed Hadi	CEO	26/10/2026

Document Peer Review

Name	Job Title	Date
Nozom Uddin	Operations Director	26/10/2026
Muntaha Begum	Operations Manager	26/10/2026

Document Control

Review Interval
As required

Amendment Record

Version	Date	Action By	Description
1.0	01/11/2022	Mohammed Hadi	Original Web version
2.0	01/01/2026	Mohammed Hadi	Updated
3.0	26/10/2026	Nozom Uddin	Sections updated

1. Summary

1.1 Terms & Conditions of Business

- Version No: 3.0
- Last Update: 26/10/2026

1.2 Changes to These Terms

- We may revise these Terms from time to time. When we do, we will post the updated version on our website and update the effective date.
- If the changes are material, we will take reasonable steps to notify you, such as by posting a notice on the website or contacting you directly.
- Continued use of our website or services after the effective date of the revised Terms constitutes acceptance of the updated Terms.
- These website terms do not override any separately signed agreement unless explicitly stated.
- These terms apply to both existing contracts and on renewal.

2. Definitions

- **Client:** The entity purchasing Services from **Voktis**.
- **Voktis:** The relevant Voktis entity identified in the Proposal, Order or SOW, being either Voktis Ltd or Voktis IT Consultants L.L.C.
- **Services:** The services described in any Proposal, SOW, Order, or Service Description.
- **Managed Services:** Ongoing IT support/monitoring/management services as set out herein.
- **Social Media Management:** Ongoing management of Social Media platforms as set out herein.
- **Third Party Services/Software:** Products or services supplied by third parties (including vendors and carriers).
- **SOW:** Statement of Work.
- **Proposal/Offer:** Commercial and technical proposal issued by Voktis.
- **Confidential Information:** Non-public information disclosed by either party.

- **Business Hours:** Monday to Friday, 08:30 to 17:30 UK local time, excluding UK public holidays.
- **SLA:** Service Level Agreement(s) stated in these Terms, a Proposal, or SOW.
- **Change Request:** A written variation to scope, deliverables, or assumptions.

3. Voktis Terms

These Terms apply to all Proposals, SOWs, Orders, and Services. If there is any conflict, the following order of precedence applies: (1) signed SOW, (2) signed Order or Order Form, (3) Proposal, and (4) these Terms.

4. Proposal and Offers

Proposals are valid for **7 days** unless otherwise stated. Pricing excludes taxes (VAT) unless specified. Acceptance occurs upon written confirmation, signature, issuance of a PO, or commencement of Services at Client's request.

5. Assignment and Terms of Engagement

Engagement begins upon acceptance and continues per the specified term. Neither party may assign or transfer its rights or obligations without prior written consent, except to an affiliate or as part of a merger or sale of substantially all assets.

6. Risk and Title (Insurance)

Title to hardware passes to Client on full payment. Risk passes upon delivery to Client's site or carrier handoff. Voktis maintains appropriate business insurance including, public liability, professional indemnity and cyber insurance during the engagement; evidence available upon request.

7. Charges and Payments

Fees comprise setup, recurring, usage based, and time & materials as per Proposal/SOW.

- For IT Support and Social Media SLAs, payments are collected on the 1st of each month via Direct Debit or Standing Order.
- For all other services, invoices are due **14 days** from date of invoice via Direct Debit / Standing Order, unless otherwise agreed.
- Late payments may accrue a penalty at **2.5% per month** of the invoice value and may result in suspension.

8. Calculation of Chargeable Time

Time & materials are charged in **hourly or daily** rates. Calculation of engineer's time may include:

- Preparation prior to visiting a client
- Travelling to and from the office at which the engineer is normally based and the Client's premises or elsewhere in connection with the task.
- Research, drafting, writing, review etc including internal planning, checking and review by the engineer(s) directly working on the project and their manager or a director (if different).

9. Confidentiality

Each party will keep Confidential Information secure and use it only for the engagement. Exclusions include information that is public, independently developed, or disclosed under legal compulsion. Obligations are for **3 years** post termination.

10. Limitation of Liability

Voktis' aggregate liability arising from the Services is limited to the **fees paid** for the **12 months** preceding the claim. Voktis excludes liability for loss of profits, revenue, savings, data, goodwill, or indirect/consequential loss. Nothing limits liability for death or personal injury caused by negligence, fraud, or wilful misconduct. This applies to all claims.

11. Data Protection

Each party will comply with applicable data protection laws. UK GDPR will apply for Voktis Ltd and UAE PDPL will apply for Voktis IT Consultants LLC. Voktis acts as **Processor** where processing Client Personal Data under Client's instructions, and as **Controller** for its own business data. A Data Processing Addendum (DPA) applies where required.

12. Duration & Renewals

Managed Services terms are **12/24/36 months** unless otherwise stated. Unless cancelled by giving **90** days' written notice prior to end of term, the agreement(s) shall automatically renew.

Failure to renew at the agreed renewal rate will result in continuation of services at the prevailing higher rate. Termination of any contracts, including third party agreements is the responsibility of the Client. **Section 42** applies during the contractual term, while a published out-of-contract rate may apply after expiry.

13. Termination

- **SLA:** Client may activate a break clause at any time and terminate the SLA early by giving 180 days' written notice and paying all amounts due for the notice period. Voktis may terminate the IT Support SLA by giving 30 days' written notice.
- **Software/Licensing:** Either party may terminate agreements with 60 days written notice except where licenses are annual commit.
- **Internet Lines:** Client may terminate Internet Lines with notice to end of contract. Early termination will require full payment of remaining period.
- **VOIP:** Client may terminate VOIP lines with notice to end of contract. Early termination will require full payment of remaining period.
- **Insolvency:** Either party may terminate immediately if the other becomes insolvent or ceases business.
- **Payments on Termination:** Client shall pay for all work performed up to termination and any committed costs.
- **Transition Assistance:** Voktis will provide reasonable transition assistance at its standard rates.

14. Non-solicitation and Recruitment

Client agrees not to solicit or hire Voktis personnel engaged on the contract during the term and **12 months** thereafter, except via mutual written consent. If breached, a fee equal to **25%** of annual remuneration is due. This clause applies to Voktis employees only.

15. References to Clients

Client grants Voktis the right to list Client's name and logo as a customer and to describe high level outcomes, subject to confidentiality and any written restrictions.

16. Warranty

Voktis warrants Services will be performed with reasonable skill and care. Hardware/software warranties are as provided by the manufacturer/vendor. Voktis does not warrant third party products.

17. Managed Services

17.1 Backup

Voktis will configure and monitor backups as per client requirement. Standard backup policies will be configured unless client requests otherwise. Restore requests are handled under SLA.

17.2 Microsoft 365

Licenses may be invoiced monthly but may remain subject to monthly, annual, or other minimum commitment periods imposed by the applicable vendor. Monthly invoicing does not create a monthly cancellation right. Tenant administration access is provided to Voktis by Client. Microsoft service availability and roadmap changes are outside Voktis' control.

17.3 Telecoms

Service provision is subject to carrier availability and acceptable use. Speeds are "up to" and may vary. Call costs, number porting, and line installations may incur third party fees. Agreements are usually for 12 months unless agreed otherwise.

17.4 Hosting

Hosting is provided from specified data centres or cloud platforms. Resource allocations, scaling, and uptime targets are per SLA/SOW. Client content must comply with law and acceptable use policies.

17.5 Mobile Device Management (MDM)

Enrolment, policies, and compliance baselines are defined in SOW. Device ownership (BYOD vs. corporate) and privacy notices are Client responsibilities unless agreed.

17.6 Security

Security services (AV/EDR, SIEM, MFA, vulnerability scans) are delivered as specified. No security service guarantees absolute protection. Client must implement recommended controls and promptly remediate findings.

18. Third Party Services & Software

Third party terms govern those products. Availability, updates, licensing audits, and end of life decisions are controlled by the vendor. Client agrees to adhere to all applicable licensing terms.

19. Shared Internet

Where internet is shared, throughput and latency may vary. Voktis is not liable for degradation caused by upstream providers, peering, or Client's own network utilisation.

20. Whole Agreement

These Terms, together with any Proposal/SOW/Order, constitute the entire agreement and supersede prior discussions. No reliance is placed on statements not included herein.

21. Complaints Procedure

Please submit complaints to your Account Manager via email. Voktis will acknowledge within **2 Business Days** and aim to resolve or provide a plan within **10 Business Days**.

22. Change of Address, Notices and General Provisions

Notices must be in writing and sent to the registered addresses or emails listed in the Proposal/SOW. Notices are deemed received: **(a)** 2 Business Days after posting, **(b)** same day for confirmed email during Business Hours.

23. Proper Law and Jurisdiction

Where the contracting party is Voktis Ltd, the agreement will be governed by the laws of England and Wales. Where the contracting party is Voktis IT Consultants L.L.C, the agreement will be governed by the applicable laws of the United Arab Emirates.

24. Subcontracting

The Voktis entity identified in the applicable Proposal, Order or SOW is the contracting party for the relevant Services. Voktis may use subcontractors and affiliates while remaining responsible for delivery and for ensuring subcontractors comply with confidentiality and data protection obligations.

25. Set-off

Client may not set-off any amounts owed to Voktis against any claims without Voktis' prior written consent.

26. Mediation

If a dispute arises, the parties will first seek resolution via senior representatives. If unresolved in **30 days**, the parties shall attempt mediation under **CEDR** rules before litigation.

27. Amendment and Waiver

Voktis may revise the Terms and that continued use after the effective date constitutes acceptance. No waiver of any breach constitutes a waiver of subsequent breaches.

28. Disputed Invoices

Client must notify Voktis of any invoice dispute within **10 Business Days** of receipt, identifying the disputed amount and reason. Undisputed amounts remain payable by the due date.

29. Suspension

Voktis may suspend Services for nonpayment, material breach, security risk, or legal requirement, after giving reasonable notice where practicable. Fees continue to accrue during suspension where caused by Client default.

30. Support

Support includes incident handling, service requests, and maintenance tasks as per the SLA. Maintenance may involve patching, updates, and vendor-recommended changes.

Planned maintenance windows will be notified in advance. Emergency maintenance may occur without prior notice where necessary to protect service integrity or security.

Scope: Incident resolution, service requests, and standard administration for covered systems/users.

Exclusions: Development, bespoke integrations, unsupported OS/hardware, training, facilities cabling, or tasks outside SOW (available at T\&M rates).

30.1 Software

Support covers vendor supported versions and patches. End of life software may be excluded or charged at T\&M with best efforts only.

30.2 Hardware

Covered devices are listed in the asset register. Warranty repairs are per manufacturer processes. Spares/replacements are chargeable unless otherwise stated.

30.3 Users

User support includes incidents and requests related to covered services (e.g., M365, VOIP, endpoints) per SLA.

30.4 Raising Support Requests

Requests are raised via **support portal**, **support email**, or **phone**. Priority assignment requires impact/urgency information from Client.

31. SLAs

Service Level Agreements:

- **Critical:** Response within **1 hour**, target resolution within **1 working day.**
- **High:** Response within **2 hours**, target resolution within **2 working days.**
- **Medium:** Response within **4 Hours**, target resolution within **5 working days.**
- **Low:** Response within **8 Hours**, target resolution within **10 working days.**

32. Bribery & Corruption

Both parties shall comply with:

- The **UK Bribery Act 2010** and maintain adequate procedures to prevent bribery. No facilitation payments or improper advantages may be offered or accepted.

- The **UAE Penal Code** governed by **Federal Decree-Law No. 31 of 2021 on Crimes and Penalties** and maintain adequate procedures to prevent bribery. No facilitation payments or improper advantages may be offered or accepted.

33. Approvals and Authorities

Client will nominate authorised contacts for approvals, access, change requests, and security decisions. Voktis may rely on instructions from such authorised contacts.

34. Hours of Operation

Business Hours excluding public holidays. Out-of-hours support is available as an add-on.

35. Site Visits

Onsite work must be scheduled in advance. Client must provide safe access and comply with health & safety requirements. Missed appointments or aborted visits may incur charges.

36. Installation and Delivery Services

Voktis will install and deliver hardware/software per SOW. Client must provide timely access, approvals, and prerequisites (e.g., power, rack space, network ports). Delays caused by Client may incur extra charges.

36.1 Installation

Preinstallation requirements (e.g., rack space, power, network) must be completed by Client unless otherwise agreed. Changes discovered onsite may trigger a Change Request.

36.2 Installation Signoff

Upon completion, Voktis will provide a completion report or checklist via our ticketing system. Client signoff (or use in production for 5 Business Days without objection) constitutes acceptance.

37. Professional Conduct

Voktis personnel will act professionally, comply with Client site rules, and maintain appropriate identification and confidentiality at all times.

38. Intellectual Property

Preexisting IP remains the property of the originating party. Deliverables created by Voktis are licensed to Client for internal use unless otherwise stated. Third-party licenses are subject to vendor terms.

39. Indemnity

Client indemnifies Voktis against claims arising from Client-provided data, misuse, or unlawful content. Voktis indemnifies Client against claims that Voktis' Services infringe third party IP, excluding Client content or instructions.

40. Force Majeure

Neither party is liable for delays or failures due to events beyond reasonable control (e.g., natural disasters, war, strikes, utility failures, vendor outages). Affected obligations are suspended for the duration.

41. Wording, Definitions, Interpretation

Headings are for convenience only. "Including" means "including without limitation." Invalid provisions are severed without affecting the remainder. The parties are independent contractors.

42. CPI Rates

Prices may be increased annually with effect from the anniversary of the contract start date. Any such increase shall be limited to the percentage increase (if any) in the Consumer Prices Index (CPI) published by:

- the UK Office for National Statistics over the preceding 12-month period.
- the Federal Competitiveness and Statistics Centre (FCSC) over the preceding 12-month period.

The CPI figure used shall be the most recently published CPI index available at the time the increase is applied. Where the CPI is replaced or rebased, an equivalent index shall be used. We will give no less than 30 days' written notice of any price increase before it takes effect.

43. Referrals

43.1 Referral Reward

- The Referral Scheme is open to all individuals aged 18 or over.
- The referral reward is available when a referred customer enters into a minimum 12-month service agreement with us.
- The referrer will receive £50 for each successful referral once:
    - the referred customer's agreement has been completed and approved by Voktis
    - any applicable cooling-off period has expired.
- There is no limit to the number of referrals you can make. Each qualifying referral will earn a separate £50 reward.
- A referral will qualify only where:
    - the referred customer is a new customer of Voktis
    - the referred customer has not been a customer of, or made any enquiries to, Voktis within the 12 months preceding the commencement of the new agreement
    - a valid referral form has been submitted and accepted by Voktis before the referred customer enters into any discussions with Voktis
    - the referral has not been submitted after the referred customer has already engaged with Voktis in any capacity.
- Referral rewards are non-transferable and may not be exchanged for cash, products, services, or any alternative benefit unless expressly agreed by Voktis.

- Only one reward will be granted per referred customer. Where multiple referrals are received for the same individual or organisation, the first referral received by Voktis will be deemed the valid referral.

- Voktis reserves the right to withhold, refuse or cancel any reward in cases of fraud, abuse, self-referrals, duplicate referrals, or any activity considered contrary to the spirit or intended operation of the Referral Scheme.

- Voktis reserves the right to amend, suspend or withdraw the Referral Scheme at any time. Any referral that has qualified before such amendment, suspension or withdrawal will be honoured in accordance with these Terms.

43.2 Conditions

- The Referral Scheme cannot be used in conjunction with any other promotion, discount, incentive or offer provided by Voktis.

- The referral reward shall become payable only after the referred customer has paid their first invoice in full.

- All referred customers and resulting agreements remain subject to Voktis' standard terms and conditions.

- Referrers are responsible for declaring any rewards received to the relevant tax authorities and for paying any tax or other liabilities arising from receipt of those rewards.