

# Terms of Use

**Last Updated: 19 December 2025**

These Terms of Use (“Terms”) govern access to, and use of the Services provided by FLAG Telecom Limited (“Company,” “FLAG” “we,” “us,” or “our”). By accessing or using the Services, the Customer (“Customer,” “you,” or “your”) agrees to be bound by these Terms, including all policies referenced herein.

## 1. Definitions

- i. **“Services”** means the online platform, tools, features, and support offered by FLAG.
- ii. **“Customer Data”** means any data provided, uploaded, stored, or processed by the Customer through the Services, including personal data.
- iii. **“Admin User”** means a customer-designated authorized user with administrative privileges.
- iv. **“Authorized Users”** means individuals permitted by the Customer to access the Services under the Customer’s account.

## 2. Compliance With Data Protection and Security Policies

- i. **Data Protection Laws**, FLAG and Customer agree to comply with all applicable data protection and privacy laws, including GDPR, India’s DPDP Act, and any other relevant regulations.
- ii. **Security Measures**, FLAG implements industry-standard technical and organizational measures to protect Customer Data against unauthorized access, disclosure, alteration, and destruction.
- iii. **Customer Responsibilities** Customer is responsible for:
  - Ensuring that all Authorized Users comply with these Terms.
  - Maintaining the security of login credentials.
  - Ensuring Customer Data is provided lawfully and does not violate any third-party rights.

## 3. Customer Agreement Upon First Login

- (i) By logging into the Services for the first time, the Customer agrees and acknowledges that:
- (ii) They have reviewed and accepted these Terms of Use and all referenced policies.
- (iii) They are authorized to act on behalf of the Customer organization.
- (iv) They will ensure their use complies with both the FLAG Data Classification & Handling Policy and, FLAG Apex Security Policy.
- (v) They understand their obligation to maintain accurate account information and safeguard access credentials.

## 4. Customer Agreement for Contact Details Management

- (i) By providing, uploading, or managing contact details within the Services, the Customer agrees that:
- (ii) All contact data is collected and processed lawfully, with required consents or legal bases.
- (iii) Contact information will be kept accurate and updated.
- (iv) The Customer will not upload unauthorized, inaccurate, or sensitive data unless explicitly permitted.

- (v) They will comply with applicable data protection requirements for notifying data subjects.
- (vi) The Customer is the controller of the contact data and remains accountable for its validity and lawful processing.

## **5. Agreement for Creating Additional Users**

When the Customer or Admin User creates additional Authorized Users:

- (i) They confirm that each new user is authorized by the Customer.
- (ii) They ensure user roles and permissions are assigned appropriately and securely.
- (iii) They are responsible for sharing the Terms of Use and ensuring compliance by all Authorized Users.
- (iv) They acknowledge that the Customer is responsible for all actions performed by Authorized Users under its account.
- (v) User access must be revoked promptly when no longer required for business purposes.

## **6. Admin User Agreement for Delegating Service Management**

Admin Users, by accepting administrative privileges, agree to:

- (i) Manage user access, roles, and permissions diligently and in compliance with company policies.
- (ii) Designate authorized representatives to access the Services on behalf of Customer (the “Authorized Users”) by creating an additional Authorized User,
- (iii) Ensure delegated responsibilities are assigned only to authorized personnel.
- (iv) Maintain the confidentiality of administrative credentials.
- (v) Monitor usage to prevent unauthorized access or misuse.
- (vi) Notify the Company promptly of any suspected security breaches or unauthorized activities.
- (vii) Ensure that delegated users also comply with these Terms and the Company’s Security Policies.
- (viii) Warrant that the representatives using the Services are all Authorized Users with the authority to manage services electronically on behalf of Customer and access data of Customer.

## **7. Data Processing and Sub-Processing**

- (i) The Company may engage sub-processors solely for service delivery in accordance with applicable privacy laws.
- (ii) Sub-processors are bound by written agreements ensuring data protection standards equivalent to those in these Terms.
- (iii) The Customer will be notified of material changes to sub-processing arrangements as required by law

## **8. Acceptable Use**

Customer agrees not to:

- (i) Use the Services for unlawful, harmful, or fraudulent activities.
- (ii) Attempt to reverse-engineer, disrupt, or compromise the platform.
- (iii) Upload harmful code, unauthorized personal data, or infringing content.

**9. Termination**

Either party may terminate use of the Services according to the provisions in the agreement. Customer remains responsible for all actions taken under its account until termination.

**10. Limitation of Liability**

To the fullest extent permitted by law, FLAG shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Service.

**11. Changes to Terms**

The Company may update these Terms to comply with regulatory, security, or operational requirements. Notice will be provided where legally required.

**12. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

**13. Contact Information**

For any questions regarding these Terms, please contact us at [LegalTeam@flagtel.com](mailto:LegalTeam@flagtel.com).

**By clicking "Accept" or connecting to the Service, you acknowledge that you have read and agree to these Terms of Use.**