



Terms and Conditions

Rev 14 - 18/12/2009

1. DEFINITIONS

1.1 In these General Terms and Conditions of Supply the following words and phrases shall have the following meanings;

"Acceptable Use Policies" means the policies set out on the Company's Web Site relating to the use of the Services, as modified or amended from time to time;

"Account" means the Customer's account with the Company for provision of the Services;

"Agreement" means these General Terms and Conditions of Supply, the Customer Application, the Acceptable Use Policies, the Price List, the Privacy Policy and the Specific Terms and Conditions, all of which, taken together, constitute the agreement between the Company and the Customer for the supply of the Equipment and/or Services;

"Broadband" means the broadband service as described at <http://www.seriouslyinternet.com/>;

"Business User" means a Customer who uses the Services and/or Equipment in the course of any trade or business;

"Charges" means the charges payable by the Customer in return for the Services and/or Equipment in accordance with Clause 10;

"Company" means A-Standard Europe Ltd (Company Registration Number 3705228)

"Company's Web site" means the Web site at <http://www.seriouslyinternet.com/>, and references to "our Web site" shall be construed accordingly.

"Customer" means the person, group of persons or other entity whose name and address is or are set out in the Customer Application;

"Customer Application" means the application form for the supply by the Company of the Equipment and/or Services, completed by, or in accordance with an order from, the Customer;

"Equipment" means the equipment specified on the Customer Application;

"Insolvency" means in relation to the Customer any of the following (as relevant): the appointment of any nominee, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986 (as modified, amended or replaced from time to time); or the entry into any compromise or arrangement with its creditors or if it commits any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company); or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales and "Insolvent" shall be construed accordingly;



"Law" means the law of England and Wales, in force from time to time, and shall include (without prejudice to generality of the foregoing) all criminal law, laws relating to intellectual property and all laws, rules and/or regulations relating to the publication or transmission of information or data in electronic form. References to "Law" shall be construed accordingly;

"the act" means the Telecommunications Act 1984 and any amendments, modifications, re-enactments or replacements of the Act that may be made from time to time;

"Location" means a single telephone line or ISDN channel;

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must give the Company to terminate a specific Service or this Agreement, as set out in the General Terms and Conditions of Supply and/or Specific Terms and Conditions;

"Minimum Service Period" means the minimum Service Period as set out in Clauses 3.1.2, 3.1.3 and 3.2 or the Specific Terms and Conditions;

"Name" means any name specifically requested by or allocated to the Customer for the provision of the Services and includes any User Name, Internet domain name or electronic mailbox name;

"Network Connection" means an Internet access service for use by multiple machines;

"Password" means a password issued to the Customer for the Customer's access to the Services;

"Price List" means the Company's price list relating to the Equipment and/or Services set out on its Web site, as amended from time to time;

"Privacy Policy" means the Company's policy regarding privacy, set out on our Web site, as amended from time to time;

"Service Period" means the period of an individual Service provided in accordance with this Agreement;

"Service" means a service provided by the Company to enable the Customer to gain access to the Internet (and other services and facilities provided by the Company in connection with that service as described at <http://www.seriouslyinternet.com>), as are specified on the Customer Application, and described in the Company's literature at the date of completion of the Customer Application together with all services and/or facilities referred to in any Specific Terms and Conditions; all references to "Services" shall be construed accordingly;

"Specific Terms and Conditions" means the Company's specific terms and conditions (if any) applicable to any part of the Services referred to on the Customer Application;

"us" or "we" means the Company, and references to "our" shall be construed accordingly;

"User Name" means any user name allocated to the Customer for access to the Services;

"you" means the Customer, and references to "your" shall be construed accordingly.

2. THE SERVICES

2.1 Internet Services



2.1.1 We shall provide you with the Services and/or the Equipment subject to the terms of this Agreement.

2.1.2 You can place your order for Equipment and/or Services by;

- (a) completing our online application form at <http://www.seriouslyinternet.com/>
- (b) sending us a completed application form by post or by fax to the address or fax number set out on our Web site; or
- (c) telephoning our sales team on the number set out on our Web site.

2.1.3 We shall not be obliged to provide the Services and/or Equipment to you unless and until;

- (a) we have sent written notice to you (either by post, fax or e-mail) of our acceptance of the Customer Application; and
- (b) we have received any initial Charges due from you in respect of the Services and/or Equipment. Acceptance of the Services and/or Equipment by you constitutes your automatic acceptance of the terms and conditions of this Agreement.

2.1.4 We will provide you with transit and routing services for e-mail and general Internet access. We will (in consideration of the Charges) deliver IP packets to the Customer network boundary only and will not be, or be held responsible for, the transit, routing and delivery of IP packets to individual workstations on the Customer network.

2.1.5 We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which we provide to our customers, we may from time to time:

- (a) Suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us); and/or
- (b) Give you instructions on how to use the Services.

You agree to comply with any instructions we may give you in accordance with this Clause.

2.1.6 We will notify you as soon as possible if either we or our agents, employees, representatives or anyone else involved in providing the Services and/or the Equipment, require access to your premises, to install the Services and/or the Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by you, you agree to grant us and/or such other persons referred to, access to your premises. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

2.1.7 We may make software available to you that enables you to use the Services. This software must not be copied or modified by you or anyone else unless allowed by Law. You undertake and agree that you will access the Services only via use of this software, or in an alternative way permitted by us, and you will not attempt to circumvent any security measures inherent in the Services. Where such software is owned by or licensed to us, we will, where possible, grant you a revocable, non-transferable, non-assignable, non-exclusive license to use it for the duration of the Agreement (or, if shorter the duration of any licence of the software to us). Where the use of such software by you requires you to enter a separate licence you agree to do so.

2.1.8 For non-Business Users, if you wish to cancel the Contract for the Service or any part of it, you have up until the day of your installation to do so. You must tell us in writing and return, in an "as new" condition and in the original packaging, the Equipment and any additional items supplied by us to you, at your cost. If you do not return the Equipment and any associated items



you have purchased in an, as new. condition before the date of installation, we will not refund any payment that you have made in respect thereof. After the Start Date the cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000 (the "Distance Selling Regulations") will not apply to the Service.

2.2 Voice Over IP Services (VoIP)

2.2.1 We undertake to provide you with the Services in accordance with these conditions.

2.2.2 Voice Over IP (VoIP): The supply of incoming and outgoing voice service over your Internet connectivity. If your service includes free minute(s) allowance in your package fee, the unused minute(s) will not be rolled over to next billing month.

2.2.3 If appropriate, you authorise us, our agents, employees or other authorised personnel, to reprogram and/or install access equipment, in order to provide the Services.

2.2.4 All times, dates and periods given for performance of the Services are given in good faith but without any responsibility on our part.

2.2.5 It is technically impracticable to provide the service free of faults and we do not undertake to do so. We will however use reasonable endeavors to remedy any faults of the services as soon as reasonably practicable.

3. SERVICE PERIOD

3.1 Service Period for Internet Services

3.1.1 We will activate the Services, as soon as possible following completion of the matters referred to in Clause 2.1.3 above.

3.1.2 Subject to Clause 3.1.3 or where otherwise specified in the Specific Terms and Conditions or amended in the contract of supply, and except where terminated or suspended in accordance with this Agreement, the Services will be provided for a Minimum Service Period of 30 days from the date of activation.

3.1.3 Unless otherwise terminated or suspended in accordance with this Agreement or amended in the contract of supply, the following Services shall be provided for a Minimum Service Period of 30 days from the date of activation; Seriously broadband PAYG and Seriously broadband Allowance.

3.2. Termination charges for Internet Services

A charge of £22.00 excluding VAT will apply where your broadband service is ceased as a consequence of migrating to another provider and a Migration Authorisation Code (MAC) not being obtained and used to execute the migration. All cancellations must be provided in writing and may take up to 30 days from receipt of the cancellation notice.

3.3 On expiry of the periods referred to at Clauses 3.1.2 or 3.1.3 above (as appropriate) the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement.

3.4 Service Period for VoIP Services

3.4.1 The Contract shall come into force on and with effect from the date of acceptance by you ("the Commencement Date") and shall continue (subject to the other provisions for termination contained in these conditions) until either we or you give one month's written notice to the other and such notice may be given at any time if minimum contract term is not required for that particular service.



3.4.2 If a minimum contract term is agreed and you wish to terminate the Contract before the agreed date, we are entitled to charge you the remaining service fee up to the agreed contract date without prior notice, when the termination of the Contract is required.

4. CHANGES

4.1 We aim to provide the Services for the relevant Service Period. However, we may have to modify, suspend, vary or discontinue the whole or any part of the Services (including, without limitation, any codes or access details or technical specifications associated with the Services) and will endeavour to give you as much notice as is reasonably practicable if we need to do so.

4.2 We may have to change the terms and conditions of the Agreement. Where this is necessary we will publish details of all changes on <http://www.seriouslyinternet.com/> before they take effect.

4.3 We will endeavour to let you know about any change referred to in Clause 4.2 at least one month before it happens. However, if we need to make changes, as soon as possible, for regulatory or legal reasons, we may be unable to meet that timescale. In those circumstances, we will let you know about any changes as soon as we can.

4.4 If we have made a change to your significant disadvantage and you decide to terminate this Agreement early, you will not have to pay Charges in relation to the Services, for the remainder of the Minimum Cancellation Notice Period.

5. CONDITIONS OF USE

5.1 Conditions of Use for Internet Services

5.1.1 You agree that you will promptly provide us with all information that we may reasonably require in order to provide the Services and perform all of our other obligations under this Agreement.

5.1.2 You agree that you will be responsible for all use of the Services and (unless, we have agreed to supply it as part of the Equipment) for providing a computer, modem, and all additional equipment and/or services (including, without limitation, a telephone line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, the Services. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access the Services.

5.1.3 You are responsible for ensuring that the Services and/or Equipment are used in accordance with the Agreement. If you breach the Agreement we may, in our sole discretion, either:

- (a) suspend or terminate this Agreement and/or any of the Services without notice or refund;
- (b) make an additional charge; or
- (c) block access to any part of the Services.

5.1.4 If, while using the Services, you discover that another person is using the Services, and failing to do so in accordance with the Agreement, you must inform us immediately.

5.1.5 You agree that you will, at all times and for whatever purpose, use the Services and/or the Equipment in compliance with all Laws.



5.1.6 In addition to Clause 5.1.5, you agree that you will not use, and will take all necessary precautions to ensure that nobody else uses, the Services and/or the Equipment:

- (a) fraudulently or in connection with any criminal offence;
- (b) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) to cause annoyance, inconvenience or anxiety;
- (d) to "spam" or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in any way which, in our opinion, is or is likely to be detrimental to the provision of services to you or any of our customers, or to our business and/or reputation;
- (f) in contravention of any licences or third party rights, or in contravention of our Acceptable Use Policies; or
- (g) in a way that does not comply with any instructions provided to you;

5.1.7 You may use the Services to link to other networks world-wide, provided that you comply, at all times, with any policies and/or terms and conditions imposed by the operators of such other networks.

5.1.8 Except where otherwise provided in any Specific Terms and Conditions:

- (a) your Account may only be used to gain access to the Internet by either:
 - (i) a single person, from up to two Locations at different times; or
 - (ii) more than one person from a single computer
- (b) your Account may not be used by more than one person dialling in from different Locations but using the same User Name; and
- (c) we cannot allow any form of network access through a single user dial-in account.

5.1.9 You agree that you will not perform or allow anyone else to perform any unauthorised IP or Port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.

5.1.10 You agree to:

- (a) keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security;
- (b) keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

5.1.11 You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that your User Name(s) and/or Password(s) have become known to anyone else.

5.1.12 You agree that we may, from time to time, and, where possible, on giving you reasonable notice, suspend and/or change your User Name(s) and/or Password(s). You also agree that you will not change or attempt to change your User Name at any time.

5.1.13 Title to any Equipment, which we have agreed to sell to you will remain with us unless and until you have paid all sums due to us in respect of such Equipment.

5.1.14 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible either:-

- (a) by telephone on 08450 34 64 24;
- (b) by e-mail sent to us at: support@seriouslyinternet.com ;
- (c) online via <http://www.seriouslyinternet.com> ; or



(d) to such other telephone number or email address or at such other Web site as we may notify to you from time to time for this purpose.

5.1.15 You agree that we may, at any time, scan any IP addresses allocated to you for anything which may affect the security of the Services (including open relays and/or open proxies or equivalent).

5.1.16 If, as part of the Services, you are provided with Web space to enable you to upload your own Web sites:

- (a) You are responsible for (and will hold us harmless against) any and all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities (howsoever arising) in connection with any material that either you or anyone else puts on your Web site(s); and
- (b) Your contact details must be clearly visible on your Web site(s) and updated as soon as possible after any change.

5.2 Conditions of Use for VoIP Services

5.2.1 You undertake not to contravene the Act or any other relevant regulations or licences regarding the provision and use of telecommunications services.

5.2.2 You shall ensure that your telecommunications apparatus shall at all times conform to the relevant standard or standards (if any) for the time being designated under the Act and we shall not be under any obligation to connect or keep connected any of your apparatus if it does not conform or if in our reasonable opinion it is liable to cause death, personal injury or damage to property or to impair the quality of any Service provided by us or put us in breach of our obligations to any third party. You shall also comply with all relevant statutes, regulations or other legislation in force from time to time.

5.2.3 You undertake to use the Services in accordance with the Act, and any licence granted there under.

You further undertake not to use the Services:

- (a) as a means of communications for a purpose other than that for which the Services are provided; or
- (b) for the transmission of any material which is defamatory, offensive or of an abusive or obscene or menacing character or is of a nature which if transmitted would constitute a criminal offence or which infringes the rights of any third party including but not limited to contractual rights and intellectual property rights; or
- (c) for any purpose which we may notify to you from time to time by reason of any relevant legislation which comes into force.

5.2.4 You shall indemnify us from all losses, fines, damages, claims, costs and expenses suffered or incurred by us arising from or in connection with your use of the Services in contravention of the provisions of clause 5 of these conditions or in breach of any other provision of the Contract.

6. ALLOCATION AND USE OF TELEPHONE NUMBERS (VOIP SERVICES)

6.1 In the event that the Company allocate any telephone numbers to the Customer for the purpose of providing the Services the Customer acknowledges that it shall not acquire any legal, equitable or proprietary right to any such numbers and the Company shall be entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the customer reasonable written notice.



6.2 For the avoidance of doubt, any and all intellectual property rights in any such telephone number shall at all times, as between the Company and the Customer, remain vested in the Company.

7. EQUIPMENT AND OUR ACCESS TO YOUR PREMISES AND PROVISION OF INFORMATION BY YOU TO US

7.1 To enable us to perform our obligations under the Contract, you shall permit or procure permission for us, our agents, employees, representatives and any other persons authorised by us to have access to your premises and shall provide such reasonable assistance and information as we shall request from time to time;

7.2 If you request maintenance or repair work which is found to be unnecessary or the fault is not caused by us, you will be charged for the work and the costs incurred. We will give notice that work is considered unnecessary prior to completion or raising charges.

7.3 In the event that we wish to install equipment to facilitate provision of the services the customer shall provide appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain our equipment at their premises without charges or cost to us.

7.4 Any equipment provided by us as a part of a bundle service or special offer remains our property until the minimum financial requirement or/and the contract terms is fulfilled. We reserve the right to charge the full equipment retail price and the remaining service charge to the customer if customer wishes to terminate the contract before the agreed date.

8. NAMES

8.1 In the event that we provide you with domain name services, the following provisions will apply:

(a) You confirm that you are the owner of, and/or that you have full rights to use, any trade (or other) name or mark, or any Name, requested by or allocated to you.

(b) We cannot guarantee that any Name requested by you will be available or approved for use.

(c) If we have reasonable grounds to believe that the use by you of any Name is or would be in breach of Clause 8.1 above, we may refuse to allocate or cease to provide you with the Name, and ask you to choose a replacement.

(d) Internet domain names are registered and/or provided to you in accordance with all terms and conditions issued by the regulatory body responsible for the maintenance of such domain names including, but not limited to, Nominet, Network Solutions and OpenSRS, copies of whose terms and conditions are available at:

(i) <http://www.nic.uk/terms.html>; and

(ii) http://www.networksolutions.com/en_US/legal/static-service-agreement.jhtml;

(iii) <http://resellers.tucows.com/contracts/>.

8.2 You agree that all static IP addresses and domains are allocated to you on a rental only basis and will remain our property at all times.

8.3 Free domains will be registered under the A-Standard Europe Brand. If you decide to move the domain, there will be a movers fee of £30.00

9. INTELLECTUAL PROPERTY RIGHTS



9.1 If, in our opinion, the display of any material or information, provided by you, is or would be in breach of any rights (including intellectual property rights) in that material or information, we may refuse or terminate such display.

9.2 You agree that, all copying, redistribution or publication of any material or information subject to any rights (including intellectual property rights) of a third party will be carried out by you (or on your behalf) in accordance with all relevant Laws.

10. CHARGES

10.1 Charges for Internet Services

10.1.1 Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Price List and/or the Customer Application and/or the invoice relating to such Equipment and/or Services.

10.1.2 You shall pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Customer Application and/or the Price List and/or the invoice referred to at Clause 10.1.1 above.

10.1.3 All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

10.1.4 Where you are a Business User, with a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Services. Where you are a Business User with no credit facility, we will send you a VAT receipt following receipt by us of your payment. Where you are not a Business User, a payment receipt will be sent to you upon your written request.

10.1.5 You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

10.1.6 If you use the Services and/or Equipment otherwise than in the course of a business, trade, profession or occupation, we may increase the amount payable by you for Services and/or Equipment by giving you one month's notice in writing. If you are a Business User, we may increase the amount payable by you for any Services and/or Equipment by giving you 14 days notice in writing.

10.2 Charges for VoIP Services (Post-paid customers)

10.2.1 Unless otherwise agreed in writing, you agree to pay for the Services by direct debit within seven days of the date of our invoice, such invoice to be rendered once in each calendar month during the continuance of the Contract.

10.2.2 You shall pay the price for the Services as set out in our proposal. We shall be entitled to decrease our prices at any time; such decrease will apply to all Services provided after the date of the decrease and to be reflected in our next invoice. We shall be entitled to increase our charges at any time and shall give you 30 day's notice of any such increase; such increase shall take effect after the expiry of such notice. Upon notifications of any such increase you shall be entitled to cancel the Contract immediately by giving to us notice in writing within 30 days of the date of our notice of the increase in the charges.

10.2.3 We shall prepare and send invoices for usage charges each calendar month in arrears or in any such other form and manner as shall be agreed with you. Usage charges payable shall be



calculated by reference to data recorded or logged by us and not be reference to any data recorded or logged by you and such data shall, in the absence of manifest error, be final and binding.

10.2.4 The time of payment shall be of the essence to the Contract.

10.2.5 Without prejudice to any other rights it may have, we are entitled (both before and after any judgment) to charge daily interest on amounts outstanding seven days after the date of our invoice until payment in full is received, at a rate equal to 2 per cent per annum above the HSBC Bank Plc base rate for the time bring force. Interest shall continue to accrue notwithstanding termination of the Contract.

10.2.6 All sums referred to in the Contract are exclusive of Value Added Tax (unless otherwise stated in writing) and any other taxes of a similar nature which may from time to time be introduced which shall (if applicable) be charged by us and payable by you in the same manner as the usage charges.

10.2.7 The price for the Services shall be due in full to us in accordance with the terms of the Contract and you shall not be entitled to exercise any set-off, lien or any similar right or claim except in the case of a consumer contract that results from the customer lawfully offsetting against that sum an amount equal to any sum owed by the company to the customer for any breach of the agreement.

11. LIABILITY

11.1 You agree that, in view of their nature, your use of the Services is at your sole risk. Whilst we will endeavour to ensure that the Services are of a high quality, neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons:

- (a) a network or service provider connected to the Services may suspend or terminate its connection to the Services; and
- (b) the Services may suspend or terminate their connection to another network or service provider.

11.2 You agree that any such suspension or termination referred to above will not constitute a breach by us of the Agreement and that the Services are provided on an "as is" basis without guarantee of any kind.

11.3 You further agree that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Services in accordance with Clause 2.1.5(a) above.

11.4 You acknowledge that the Internet is separate from the Services and that use of the Internet is at your own risk and subject to any applicable Laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third party when using the Internet.

11.5 You also acknowledge that we may exercise editorial control over the content of our servers, but that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. Neither we, nor any of our agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the Internet. You, therefore, agree that we shall not be held responsible for the publication,



transmission or reception of any defamatory material or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services.

11.6 You agree and acknowledge:

(a) that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Equipment and/or the Services and/or any other service provided to you under the Agreement;

(b) that we cannot adequately insure our potential liability to you; and

(c) that the sums payable by you under the Agreement have been calculated on the basis that we shall exclude liability in accordance with the Agreement.

11.7 In no circumstances whatsoever will we be liable to you (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incidental or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment.

11.8 In any event:

(a) Our liability to you for any failure of the Services or other event in any Minimum Cancellation Notice Period shall not exceed the Charges payable in respect of such Minimum Cancellation Notice Period.

(b) Our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with this Agreement shall not exceed the amount of Charges paid by you to us in accordance with this Agreement.

11.9 Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence.

12. REPRESENTATIONS

12.1 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

13. CONFIDENTIALITY

13.1 Neither we nor you shall whilst the Contract is in force or thereafter disclose any of the other's confidential information nor any details of the other's commercial or technical activities or policy except insofar as is strictly necessary for fulfilling its obligations hereunder and except for any disclosure required by statute or law and save for information which is or subsequently enters the public domain.

14. SECURITY

14.1 In order to access the services, we may provide you with a set of passwords. You are responsible for the security and proper use of all passwords relating to the services and must keep them confidential and must not disclose them to any third party.



14.2 You must inform us immediately if it suspects that any password in relation to the Services has become known to someone who is not authorised to use it.

14.3 If we suspects that there is likely to be a breach of security or a misuse of the services we may change your password and notify you accordingly.

15. YOUR RESPONSIBILITIES

15.1 You agree that you will be responsible for and hold us and our agents, contractors, licensees, employees and information providers, involved in providing the Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that the use of the Services and/or the Equipment, by you or under your Account, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic) but excluding any liability which we face as a result of criminal prosecution.

15.2 You agree to pay all costs, damages, awards, fees (including legal fees), judgements and other sums awarded against, or agreed to be paid by, us in relation to such claims referred to at Clause 15.1 above. You further agree that you will, as soon as possible, notify us of, and forward to us all correspondence received by you in relation to, such claims.

15.3 You also agree that we shall have full authority to defend, compromise or settle such claims referred to at Clause 15.2 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.

15.4 You agree that you are entirely responsible for any form of automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use).

15.5 You agree that the configuration of your internal network remains your responsibility. Any interruption to the Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the Services.

15.6 You agree that any equipment connected to or used with the Services will bear the European Consumer Equipment Standards "CE" mark. You will be responsible for ensuring that all such equipment is technically compatible with the Services and is used in compliance with all relevant instructions and safety and security procedures.

16. SUSPENSION AND TERMINATION

16.1 Suspension and Termination of Internet Services

16.1.1 You agree that we may suspend or terminate the Services and/or your Account and/or terminate the Agreement at any time, without prior notice or refund to you, and without affecting any of our accrued rights or claims, either:

(a) where we reasonably believe that the Services are being used in breach of Clauses 5.1.5, 5.1.6 or 5.1.9;

(b) for non-payment (when due) of the Charges or any other sum due from you under the Agreement or any other agreement with us;

(c) for any other material breach of the Agreement by you;

(d) where you have breached the Agreement in any other way on three or more occasions; or



(e) where you are or you become Insolvent or suffer any distress or execution or other legal process to be levied or enforced or sued upon or against any part of your property, assets or revenue and which is not discharged or stayed within 7 days, or you cease or threaten to cease to carry on business. You also agree that where this Agreement or your Account is terminated for any reason the Services will automatically terminate.

(f) where, at any time, an agreed method payment is unavailable for collection under this agreement.

16.1.2 If your communications network does not conform to the standards set out in Clause 5.1.6, to either our or any of our other customers' detriment we may, without prejudice to our other rights under Clauses 5.1.3 and 16.1.1, suspend your access to the Services until you have given a suitable undertaking as to use.

16.1.3 You acknowledge and agree that our resources, used in providing the Services, are limited and that any reckless or wasteful use of the Services by you may affect those resources and the services provided to our other customers. You agree that we may suspend or terminate your access to the Services where we decide, acting reasonably, that you are using the Services in a reckless or wasteful manner.

16.1.4 You agree that, notwithstanding the provisions of Clauses 3 and 16.1.1 (but without affecting our other rights to terminate under this Agreement), we may terminate all or any of the Services at any time, on 14 days notice, and on repayment to you of a proportion of the Charges which reflects the period agreed for provision of the Service(s) which has yet to expire at the point of termination. Any refund that is due to you, will be made by us following the cancellation of the Service(s), and will be made direct to your credit card or bank account (notified to us for this purpose) by BACS transfer. Should you fail to provide suitable bank or credit card details to allow a refund to be made, you will lose the right to such refund.

16.1.5 Any suspension of the Services by us in accordance with this Agreement will not constitute a termination of the Agreement and we may require you to pay a reconnection fee to recommence the Services together with the relevant Charges.

16.1.6 You may terminate all or any of the Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation Notice Period. Should you wish to terminate a Service in accordance with this Clause, you must, give written notice to us in accordance with Clause 21. Where you terminate within the Minimum Service Period you will be liable to pay the Charges due in respect of that Minimum Service Period.

16.1.7 We may terminate all or any of the Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.

16.1.8 Unless otherwise stated in the Specific Terms and Conditions, the Minimum Cancellation Notice Period is 7 days (to expire at any time on or after the Minimum Service Period).

16.2 Suspension and Termination of VoIP Services

16.2.1 We may at our sole discretion upon giving you written notice elect to suspend forthwith provision of the Services until further notice without compensation on notifying you either orally (confirming such notification in writing) or in writing in the event that:

- (a) we are entitled to terminate this agreement, or
- (b) you fail to make a payment when it is due to us, or
- (c) we are obliged to comply with an order, instruction or request from the UK Government, an emergency services organisation, the provision of telecommunications services or the



establishment of networks or any information provided across them or other competent administrative authority. Or

(d) We need to carry out any emergency works to the network or any equipment installed at your premises by us for the purpose of providing the services.

16.2.2 Where any suspension of the Services is implemented as a consequence of your breach, fault or omission (but not otherwise), you shall reimburse us for all costs and expenses incurred by our implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.

16.2.3 If we exercise our right to suspend the Services this shall not restrict our right to terminate the Contract.

16.2.4 Notwithstanding any other provision of these conditions, either we or you (without prejudice to its other rights) may terminate the Contract with immediate effect by giving notice in writing to the other, in the event that:

(a) the other is in breach of any provision of the Contract and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying the breach;

(b) the other shall go into liquidation (except for the purpose of reconstruction) or if any petitions resolution to wind up the customer shall be presented or if a receiver is appointed of the customer's under taking property, or if the customer shall commit any act of bankruptcy.

(c) the Hire Agreement terminates for any reason.

16.2.5 Notwithstanding any other provision express or implied in these conditions, we (without prejudice to our other rights) may terminate the Contract with immediate effect in the event that:

(a) any license under which you have the right to run your telecommunication system and connect it to our system is revoked, amended or otherwise ceases to be valid; or

(b) you fail to make any payment when it becomes due to us.

(c) A written notice to comply with a competent regulatory authority's decision or action is received

16.2.6 On termination for any reason all charges incurred up to the date of termination shall become immediately due and payable. You must pay us any outstanding usage charges for your usage of the Services up to the date of termination.

17. ASSIGNMENT

17.1 We may transfer, assign or sub-contract the whole or any part of our rights and obligations under the Agreement. You agree that you will not assign, sub-contract, sell, transfer, lease, licence or charge by way of security any of your rights or obligations under the Agreement. Breach of this restriction in any way (whether successful or not), will result in your Account being terminated.

18. PERSONAL DATA

18.1 You agree that both we and our employees may hold all names and other information in the Customer Application, in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers, to enable the provision and maintenance of the Equipment and/or Services.

18.2 If you request an IP assignment of eight or more real IP addresses we may add your contact details to the Reseaux IP Europeans database.



18.3 You acknowledge that we may, from time to time, be required under regulations and/or legislation to co-operate with and/or disclose data to, government or other bodies and/or authorities.

19. FORCE MAJEURE

19.1 You agree that we shall not be liable for any and all losses, (including loss of data) damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non-delivery, or missed delivery or failure of the Equipment and/or Services due to circumstances beyond our or any of our suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities).

19.2 Should any event, referred to at Clause 19.1 above, continue for more than 90 days, then either we or you may terminate the Agreement forthwith.

20. WAIVER

20.1 Neither failure nor delay by either you or us in exercising any of your or our rights under the Agreement shall amount to a waiver of any such right, or operate so as to bar the exercise or enforcement of such right at any time in the future.

21. NOTICES

21.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known email or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

21.2 Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.

22. GENERAL

22.1 This Agreement represents the entire agreement and understanding between you and us with regard to the supply of the Equipment and/or Services, to the exclusion of all prior agreements, arrangements and understandings. The Agreement contains express promises and obligations on our part. You agree that any other term which might be implied or incorporated into the Agreement, by statute, at common law or otherwise, is excluded, to the fullest extent permitted by law.

22.2 You acknowledge and agree that in entering into the Agreement you have not relied upon any oral or written representation, statement or understanding (whether negligently or innocently made) by any of our employees, agents, sub-contractors or representatives other than as expressly set out in the Agreement.

22.3 You further acknowledge and agree that you will have no remedy in respect of any untrue representation innocently or negligently made by us or any of our employees, agents, sub-contractors or representatives prior to entering into the Agreement upon which you may claim to have relied in entering into the Agreement whether such representation was made orally or in



writing.

22.4 The only remedy available to you for a breach by us of the Agreement shall be for breach of contract under the terms of the Agreement.

22.5 Nothing in the Agreement shall exclude or limit our liability for fraudulent misrepresentation.

22.6 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales. In the event that the Agreement is translated into any other language, the English language version shall prevail.

22.7 If any provision, clause or sub-clause of the Agreement is held by any competent authority to be void, voidable, illegal, invalid or otherwise unenforceable, but would be valid and/or enforceable if any part of such provision, clause or sub-clause were deleted or modified, then that provision, clause or sub-clause shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.

22.8 If any part of the Agreement or the application of it to any person shall, for any reason, be adjudged by a competent authority to be invalid, void, voidable, illegal or unenforceable such judgement shall not affect the remainder of the Agreement which shall continue in full force and effect.

22.9 References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.

22.10 A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

23. Set off

23.1 The company shall be entitled but not obliged at anytime to set off any sum payable by or any liability of the customer to the company against any sum payable by or liability of the company to the Customer (in either case whether arising under the contract for the supply of the services or otherwise howsoever and whether any such liability is present or future, liquidated or un-liquidated and irrespective of the currency or its denomination) and may for such purpose convert or exchange any currency. Any exercise by the company of this right will be without prejudice to its other rights under the contract relating to the supply of the services.

Revision History

Rev 9 – 04/05/2005 New format for T's & C's

Rev 10 – 18/07/2005 Add 11.1 (f), change formatting errors for company number and support telephone number

Rev 11 - 31/03/2006 : Change 3.3 to clarify cancellation charges and loyalty payments

Rev 12 – 07/07/06 Addition of VoIP T's & C's

Rev 13 – 06/11/2007 section 3.3 relating to loyalty payments removed

Rev 14 – 18/12/2009 Change to clause 3.2 relating to termination charges, 3.1.3 relating to minimum contract period, 16.1.8 relating to Minimum Cancellation Notice Period and updated the telephone number.