

Wi-Fi-Net Limited Terms and conditions

The Acceptable Use Policies on the Web Site hereof, together with this Terms and Conditions Agreement ("Terms") form the contract between Wi-Fi-Net Ltd. ("the Company") and yourself ("the Customer") for the supply by the Company to the Customer of the Goods and/or Services (as hereinafter defined).

1. DEFINITIONS

1.1. In this Terms and Conditions Agreement the following words and phrases shall have the following meaning;

1.1.1. "The Company" is Wi-Fi-Net Ltd. Registered Office: Leabank, Wycombe Road, Stokenchurch, High Wycombe, Buckinghamshire, HP14 3RJ.

1.1.2. "Us" or "We" as described in 1.1.1.

1.1.3. "The Customer" is the person or company whose name and address is set out in the application form for the supply by the Company to the Customer of the Goods and Services (as hereinafter defined).

1.1.4. "You" or "Your" as described in 1.1.3.

1.1.5. "Goods" are those goods specified on your order/invoice.

1.1.6. "Service" is the service provided by us to enable you to gain access to the Internet via the wireless network and any Services and facilities provided by us in connection with the Service, those Services specified on your order/invoice, also as described in the Company's literature at the date of completion of the afore mentioned order/invoice.

1.1.7. "Subscription Fee" is the periodic fee payable by Customers for which Customers will receive the ongoing Services.

1.1.8. "Law" means the general laws of England and Wales from time to time including (without prejudice to generality of the foregoing) the criminal law, the laws relating to intellectual property and all laws, rules and regulations relating to or touching upon the publication or transmission of material or data in electronic form.

1.1.9. "Name" means any name specifically requested by or allocated to you for the provision of the Service and shall include any user name, domain name or mailbox name.

1.1.10. "Terms" means this Terms and Conditions Agreement which is formed by the application to open an account, Acceptable Use Policies ("AUPs") that we publish from time to time for those components of the Service that you use.

2. AMENDMENTS

2.1. The Company reserves the right to modify, suspend or discontinue any or all of the Services at its sole discretion, and without prior notice. The Company also reserves the right, on giving prior notice on-screen and/or in writing, to reasonably alter these Terms at any time (without prejudice to the provisions of Clause 6 thereunder).

3. THE SERVICES

3.1. Upon payment of the fees and acceptance of the application to become a Customer, the Company shall provide, and grant to the Customer a non exclusive, non-assignable and non-

transferable license to use the Services, and in the case of ongoing Services will do so until the Customer Service period expires or is terminated. Acceptance of the Services by the Customer constitutes automatic acceptance of these Terms and Conditions of business and the Acceptable Use Policies of all associated Services.

3.2. The Services provided and/or amended by the Company, or at the request of the Customer constitute a formal provision of the Service only when acknowledged by the Company in either of the following ways; by post, by fax, by e-mail, or by telephone.

3.3. Domain names are registered in accordance with the Terms and Conditions issued by the relevant regulatory body (Nominet, Network Solutions or other). Copies of these Terms and Conditions are available at:

<http://www.nic.uk/terms.html>

http://www.networksolutions.com/en_US/legal/service-agreement.html

3.4. The Company agrees to provide the Customer with transit and routing services for e-mail and general Internet access. The Company agrees, (for the Subscription Fee paid by the Customer) to deliver IP packets to the Customer Network boundary only and cannot accept or be held responsible for the transit, routing and delivery to individual workstations on the Customer Network.

3.5. We will use our best efforts to provide you with a high quality Service. In order to maintain the quality and safety of the Service for all our users, we reserve the right to;

3.5.1. Temporarily suspend the Service for repairs, maintenance and/or improvement of the Service, but we will give you as much notice as is reasonably practicable before doing so.

3.5.2. Give you instructions from time to time, on how to use the Service.

4. CONDITIONS OF USE

4.1. You shall provide us promptly with all information that we may reasonably require in order to carry out our obligations under this agreement.

4.2. The Customer is responsible for all use of Services accessed through their account and for providing a computer necessary for connecting to, and accessing, the Service.

4.3. You are responsible for ensuring that your account is used in accordance with these Terms. You are also required to adhere to the Acceptable Use Policies ("AUPs") that we publish from time to time for those components of the Service that you use. If you breach them, we have the right, at our sole discretion, to suspend or terminate your account without notice or refund, to make an additional charge for the misuse, or to block access to the relevant component of the Service.

4.4. If, while using the Service, you discover anyone else who is in breach of clause 4.3. above, you should inform us immediately.

4.5. You will not use the Service for any illegal purpose.

4.6. Services are provided for a minimum 6 month term and thereafter for periods of 1 month at a time. For this purpose a month is understood to be 30 days

4.7. The Customer may use the Services to link to other networks world-wide and the Customer agrees to conform to the acceptable use policies and terms and conditions imposed by the operators of those networks and services.

4.8. If the communications by a Customer do not conform to these standards to the detriment of the Company or its Customers, the Company reserves the right to suspend access of that Customer to the Service until he/she gives a suitable undertaking as to use.

4.9. The Services provided by us have resources that are finite, which the Customer must acknowledge. A reckless or wasteful use of Services provided by the Company can contribute to over-stretching the Service so that the Service provided by the Company to other Customers will degrade. Therefore, the Customer accepts that the Company may without prior notice suspend, modify, restrict or terminate the Customers access to the Service where the Customer is using the Service in a reckless or wasteful manner (this decision is entirely at the Company's discretion, but will be decided in good faith).

4.10. Except where a network connection account has specifically been purchased from the Company, each Customer's account is only to be used to gain access to Internet services by either:

A single person from up to 2 locations at non-concurrent times

Multiple people from a single computer

Here, the location referred to means a single installation. Multiple users from different locations but using the same MAC address is not tolerated. Unauthorised IP or Port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing, is not allowed and will result in account termination without refund.

4.11. You will keep your login details in separate places to ensure their security. You must also keep your login details private and confidential and ensure that they do not become known to another person other than an employee of the Company. You will notify us of any change in circumstances in which you believe your login details may have been compromised. The Company may from time to time with prior notice change the Customer's login details.

4.12. Hardware purchased from the Company, is configured and tested by the Company and are supplied configured to meet the Customer's basic network and Internet specifications. Any alterations made to the configuration of the hardware cannot be supported by the Company and invalidates the Company's support obligation.

4.13. The Customer's internal network configuration remains the responsibility of the Customer. Any interruptions to the Services that occur as a result of an internal configuration issue are not deemed as an interruption or suspension of the formal provision of the Service.

4.13. If there is a fault with the Service, you should report it as soon as possible by e-mailing us at: info@wi-fi-net.co.uk Or telephoning 0118 970 1850

4.15. You are required to keep the contact details that you provided us with up to date. We may send notices or other information to you at the address you gave us. We will not pass these details to other companies.

5. COPYRIGHT

5.1. Material must not be placed on the Service which in our opinion is determined to be in breach of the copyright holder's rights without the permission of the owner(s) or person(s) he/she specifically authorises for such purpose. Only the owner(s) or such authorised person(s) may upload copyrighted material to the Service.

5.2. Except as expressly provided by copyright law, copying, redistribution, or publication must be with the express permission of the owner(s) or authorised person(s). Permission must be specified in the document, on the Service, or must be obtained directly from the Company and the owner(s) or such authorised person(s), if other than the Company. In any copying,

redistribution, or publication of copyrighted material, any changes to or deletion of author attribution or copyright notice by a Customer are prohibited.

6. CHARGES

6.1. You have subscribed to our service for a minimum period of 6 months and will be invoiced on an annual basis with automatic renewal. We require payment within 30 days of the date of the initial invoice, in pounds sterling by standing order, or online transfer. Annual subscription payments by cheque will be invoiced for at the time of renewal. Each receipt for all yearly subscription renewals will only be sent out at the request of the customer and with prior agreement from the Company. All products and services are made as a single supply; your account may be suspended or closed if any sum due for the service is unpaid or is in arrears.

6.2. You must notify us if you change your bank account details.

6.3. Should the Customer wish to terminate the Services with the Company, it is the Customer's responsibility to terminate their standing order with the bank.

6.4. The price payable by the Customer for Goods and Services shall be set out on order or invoice directly relating to the Goods or Services provided.

6.5. The price shall not include Value Added Tax or any other tax or duty payable by the Customer which shall be added to the price and shall be paid in addition herein by the Customer, unless stated on the invoice.

6.6. The Company may increase the price payable by the Customer by giving the Customer thirty days notice in writing; by post, e-mail, fax, or electronic transmission.

6.7. The Company reserve the right to charge interest at 4% per annum above the base rate of Barclays Bank Plc on all and any unpaid sums until payment in full (including all/any interest due) is received by the Company. Interest shall be accrued day to day.

6.8. In the event of default of payment the Company reserves the right to suspend the Service provided to the Customer without refund.

7. LIABILITY

7.1. The Customer agrees the use of the Services is at the Customer's sole risk. The Company, its agents, contractors, licensors, employees and information providers providing the Services for the connection from the Customers hardware to the Company or the Internet do not guarantee that these Services will be uninterrupted or free from error. The Customer accepts that without notice for commercial, technical (see below) or other reasons:

7.1.1. The Service or part thereof may be suspended

7.1.2. A network or service provider connected to the Service may suspend or terminate its connection to the Service.

7.1.3. The Service may suspend or terminate its connection with another network or service provider, and that any such suspension or termination shall not be in breach of these Terms. The Services are therefore provided on an "as is" basis without guarantee of any kind.

7.2. The Company may from time to time close down the whole or part of the network for routine repair or maintenance work. The Company shall give as much notice as in the circumstances is reasonable and shall endeavour to carry out such works during the scheduled maintenance periods as published by the Company as appropriate.

7.3. The Company may from time to time without notice close down or restrict the whole or part of the Service where necessary for emergency repair, to prevent overload of the network, or to preserve the safety, security or integrity of the Service and traffic conveyed. The Company shall at its sole discretion decide when such action is necessary.

7.4. The Customer acknowledges that the Company, its agents, contractors, licensees, employees and information providers providing Services are unable to exercise control over the content of the Internet; and the Company therefore excludes all liability of any kind for defamation and the transmission or reception of material of whatever nature other than information inserted by the Company. The Company specifically excludes any warranty as to the quality, content or accuracy of information received through or as a result of the use of the Services.

7.5. The Customer agrees and acknowledges that he/she is in a better position to foresee and evaluate any potential damage or loss he/she may suffer in connection with the Services or Software licence (if any) or any other Service provided to him/her under this agreement; that the Company cannot adequately insure its liability to the Customer; and that the charges payable under this agreement have been calculated on the basis that the Company shall exclude liability as set out in this condition.

7.6. This agreement contains express warranties, undertakings and obligations of the Company and any other condition or warranty which might be implied or incorporated within these Terms, by reason of statute or common law or otherwise, is hereby expressly excluded so far as may be permitted by law. While the Company and its employees will use all reasonable endeavours to provide a prompt continuing Service, it will not be liable for any loss of data resulting from inter alia delays, non-delivery, missed deliveries or Service interruptions caused by events beyond the control of the Company or by any errors or omissions of the Customer.

7.7. In no circumstances whatsoever will the Company be liable to the Customer in contract, tort, negligence or otherwise for indirect, incidental, special or consequential damages or any loss of business, contracts, profits or anticipated savings arising out of the use of the Service or inability to use the Service or out of any breach of any warranty.

7.8. In accordance with clause 4.12, any alterations made to the configuration hardware purchased from the Company, can not be supported by the Company and invalidates the Company's support obligation.

7.9. In accordance with clause 4.13, the Customer's internal network configuration remains the responsibility of the Customer. Any interruptions to the Services that occur as a result of an internal configuration issue may not be deemed as an interruption or suspension of the formal provision of the Service.

8. INDEMNITY

8.1. The Customer hereby agrees to indemnify and hold the Company, its agents, contractors, licensors, employees and information providers providing services harmless from any loss suffered by the Company as a result of a breach of the terms and conditions of this agreement by the Customer and from any claim brought by third parties alleging that use of the Service by the Customer or under his/her account has infringed any intellectual property or other right of any kind, or any applicable UK or international legislation or regulation. The Customer shall pay all costs, damages, awards, fees (including legal fees) and judgments awarded against the Company arising from such claims, and shall provide the Company with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Customer's sole expense.

9. TERMINATION

9.1. The Company may terminate a Customers account at any time, without prior notice and without affecting any accrued rights or claims of the Company where the Services are misused by the Customer, for non-payment of the Subscription Fee or for breach of these terms and conditions. Subsequently such a person may be refused future account facilities with the Company. It should be noted that such termination will in no way indemnify the Customer against any criminal proceedings which may be brought by the authorities of the United Kingdom or any international legislative body, for such misuse.

9.2. The Company may, notwithstanding clause 9.1, terminate a Customers account at any time without any reason on repayment of a pro-rata sum for the unfulfilled period of the Subscription Fee paid by the Customer. In the event of the Customer being in breach of any of these terms and conditions or any rules issued by the Company, the Company will be under no obligation to reimburse the Customer under this provision.

9.3. The Company reserve the right to suspend provision of Service for the duration of any non payment period. Suspension of Services does not necessarily constitute termination and the Customer may be liable (at the Company's discretion) to pay a reconnection fee to the Company to recommence subscription Services.

9.4. The Customer may terminate his/her account at any time subject to the minimum subscription period cancellation notice as defined in 4.6. The customer will be required to give written notice. No refunds of 'parts' of 'months' shall be made. Whole 'months' shall be refundable only where a customer has paid in advance, i.e. when a yearly subscription is paid to the company.

9.5. Should the Customer wish to terminate a Service contract at the end of the minimum period as defined in 4.6., the Company must be notified at least 15-days prior to the renewal date. If no such notice is forthcoming, the contract will automatically renew for the subsequent period, under these terms and conditions.

10. ASSIGNMENT

10.1. The Company shall be entitled to assign this agreement either in whole or in part. The Customer shall not assign, re-sell, transfer or sub-lease the Services or his/her rights under these terms and conditions. Breach of this restriction in any way, whether successful or not, will result in the Customer's account being terminated.

11. PERSONAL DATA

11.1. The Company and/or its employees reserves the right to hold the names and other information from the Application Form relating to Customers in a computerised database for internal use only.

12. FORCE MAJEURE

12.1. The Company shall not be liable for failure of the Service by circumstances beyond the Company's control. This includes, but is not limited to; acts of God, fire, lightning, explosion, war disorder, flood, industrial disputes, sabotage, extremely severe weather or acts of local or central Government or other competent authorities.

12.2. Should any event of Force Majeure continue for more than 90 days than either party shall be entitled to terminate this agreement forthwith.

13. GENERAL

13.1. This agreement constitutes the entire agreement between the Parties and supersedes any prior agreement whether written or oral

13.2. This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales. In the event that this agreement is translated into any other language, the English language version shall prevail.

13.3. If any of the provisions or clauses or sub-clauses of this agreement is held not to be valid but would be valid if parts of the wording were deleted or modified, then that term shall apply with such deletion or modification as may be necessary to make it enforceable.

13.4. If any part of this agreement or the application thereof to any person shall for any reason be adjudged by a court of competent jurisdiction to be invalid such judgement shall not affect the remainder of this agreement which shall continue in full force and effect.

13.5. Expressions in the singular include the plural and the masculine include the feminine and vice versa.

14. WAIVER

14.1. Failure by the Company to exercise any of its rights thereunder shall not amount to a waiver of any such right, or operate so as to bar the exercise of enforcement at any time or times hereafter.

15. NOTICES

15.1. Any notice to be served by the Company on the Customer shall be deemed to have been duly served if sent by e-mail or first class post to the Customer at his last known address. Any notice served by first class post shall be deemed to have been served five days after posting and any notice served by e-mail shall be deemed served 48 hours after sending.

15.2. Any notice to be served on the Company should be served by sending said notice by post to the Company's registered address. Any notice served shall only be deemed served once the Customer has received an acknowledgement from the Company. Proof of acknowledgement of receipt of such notice by the Company will only be deemed valid if produced in writing.