

MAYTECH COMMUNICATIONS LIMITED

TERMS AND CONDITIONS OF SERVICE AND SUPPLY FOR BROADBAND ADSL AND SDSL SERVICES

The Contract

1. Who We Are

We are Maytech Communications Limited of Cobbarn House, Eridge Green, Tunbridge Wells TN3 9LA England.

2. Who You Are

You are the individual person, partnership, limited company or other legal entity that has asked us to supply a service or services to you and/or your premises and/or your authorised users.

3. The Services

The services available from us include but are not limited to:

- Broadband ADSL and SDSL (UK only)
- Web Hosting and E-Commerce Sites
- Email Services
- Domain Registration and Management

together as appropriate with a range of internet services, helpdesk services and applications as described at our website (<http://www.maytech.net/>). Broadband services will be provided to you at the premises we agree with you (your premises); other services will be provided to you and your authorised users via the Internet. The services are referred to collectively by us as “the Services” regardless of whether you use one or several of our services.

The Services are subject to our Acceptable Use Policies (AUP); please see paragraph 13 below.

4. When the Contract Starts

You can sign up for any of the Services either by telephone on +44 (0)1892 861222 or online at <http://www.maytech.net/>. When you have done this, this contract (as set out in these terms and conditions) starts.

5. Our Commitment to You

When we provide the Services to you we promise to use the reasonable skill and care of a competent provider of such service or services.

Providing The Service

6. Setting Up

6.1 Before we can provide you with the Services, we may need to do one or more of the following:

- (a) successfully complete an access survey and/or a line test;
- (b) successfully install equipment needed for you to use one or more of the Services;
- (c) successfully activate the Services.

If we cannot provide you with any of the Services because one or more of the above cannot be successfully completed we will notify you as soon as possible.

6.2 If any equipment needs to be installed at your premises we may give you advice on preparing your premises. You will need to provide a suitable location for any equipment we install for you or you purchase from us and an adjacent mains power supply. Further information on this equipment can be found on our website. For ADSL connection (but not wireless broadband connection) you will also need a suitably enabled telephone line. This line may be provided by BT or another provider of telephone services. You need either to be the account holder or to have written authority from the account holder to use the phone line for the Maytech Communications service

6.3 If we need to access or put our equipment on someone else's premises in order to provide you with the Services we may need you to make any necessary arrangements.

6.4 When equipment is being installed at your premises the normal expectation is that you may lose your telephone service for between a few minutes and two hours. This is because your existing connection may need to be replaced to allow you to access the Services. If we are installing the equipment, we will try and make any loss of service as brief as possible.

6.5 If we damage your premises during installation (or removal) of our equipment because of our negligence, we will cover the reasonable costs of any work that is needed to restore your premises to their original condition before the damage happened. In all other cases, restoration is your responsibility.

6.6 Although we will use our reasonable efforts to install or activate the Services by the date that we agree with you, all dates are estimates and we cannot guarantee that we will meet them.

7. Equipment

7.1 So that the Services remains safe and secure, any equipment connected to or used with the Services must bear the European Consumer Equipment Standards "CE" mark. Such equipment must also be used in accordance with all relevant instructions and safety and security procedures. We do not support any equipment not provided by us.

7.2 Title in any equipment we install or provide to you remains with us unless you have paid us for any such equipment in which case title passes to you on our receipt of such payment. Payment of an installation charge is not payment for equipment in this sense.

7.3 If you damage or lose our equipment, we may require you to reimburse us for the reasonable charges for repair or replacement.

7.4 We may want to recover our equipment from your premises at the end of this contract and you agree to allow us to do this.

8. Accessing Your Premises

We may need access to your premises from time to time (for example, for installation, repairs, maintenance or upgrades or to recover our equipment when this contract comes to an end). If we do, we will give you advance notice and you agree to allow us access. We will meet your reasonable requirements and you must meet ours, concerning the safety of people on your premises.

9. Keeping Services Secure

9.1 When you sign up for the Services you may choose one or more logins and passwords or we may issue you with logins and passwords. These are essential for your secure use of the Services so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions.

9.2 If we think there is likely to be a breach of security or misuse of the Services we may:

(a) change any one or more of your passwords and then we will notify you that we have done this; and/or

(b) suspend any one or more username and password access to the Services (please also see paragraph 19).

9.3 If you think that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, you must inform us immediately.

9.4 If any of the information you give to us when you sign up for any of the Services changes, including any changes to your payment details, you must inform us immediately.

10. Things We May Have To Do

10.1 We may need to suspend the Services temporarily for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before we do we will give you as much notice as we can. We promise to restore the Services as soon as possible after any suspension.

10.2 We may have to alter access arrangements or technical specification associated with the Services for operational reasons, and where we need to tell you about this we will give you as much notice as we can. The technical specification will only be changed where this will not adversely affect the performance of the Services.

10.3 We may give you instructions about health and safety issues when using any of the Services or on your use of the Services (including persistent heavy use of bandwidth) to ensure the quality of the Services we provide to you and other customers and you agree to observe them.

11. Repairing Faults and Help Desk

Although we attempt to provide you with the best possible quality of service, we cannot guarantee that the Services will never be faulty. However, we will correct all reported faults as soon as we reasonably can. Our normal operating hours for fault repair and help desk services are 08.00 hours to 23.00 hours GMT Mondays to Fridays, excluding bank and public holidays. The contact telephone number is +44 (0)1892 861222 and the email address to use is support@maytech.net.

Your Obligations

12. Paying Our Charges

12.1 You must pay the charges for any equipment you purchase from us and the Services. These charges are set out on our website (<http://www.maytech.net>) under the appropriate heading or headings. Except where the price list expressly states otherwise, all prices are shown exclusive of Value Added Tax (VAT) and any other taxes or levies that we may be obliged to charge you. This price list is part of this contract.

12.2 We will begin charging you for each of the Services on the date that that Service is made available for you to use.

12.3 You will have to pay the charges within 28 days of the date of our invoice or as otherwise agreed in writing. We may charge daily interest on late payments. Where you and we are each acting in the course of a business we will charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; in all other cases we will charge interest at a rate equal to 4% per annum above the base lending rate of the Royal Bank of Scotland plc.

12.4 You acknowledge that you may be subject to our credit management procedures and that we may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.

13. Use of Services

13.1 You must take all reasonable precautions to ensure that no one (including you) uses the Services:

- (a) fraudulently or in connection with a criminal offence;
- (b) to send, knowingly receive, upload, download, store, publish 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 needless 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 any service to you or any of our customers;
- (f) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies which may be found at <http://www.maytech.net/legal.php>; and which may be amended from time to time (the Acceptable Use Policies also specify actions we may take to ensure your compliance and by accepting these terms you authorise us to take such actions);
- (g) in a way that does not comply with any instructions that we have given you.

The action we can take if any service is used in any of these ways is explained in paragraphs 18 and 19.

13.2 We may make available to you software that enables you and your authorised users to use the Services. You must not copy or modify this software (unless allowed by law). It is important that you and your authorised users only access the relevant Service through this software or in an alternative way permitted by us, and neither you nor your authorised users are permitted to attempt to circumvent any security measures in any service.

13.3 When we provide you with the Services they, and any associated software, are intended for use only by you and your authorised users. Therefore, you must not re-sell, transfer, assign or sub-license the Services (or any part of them) or the associated software to anyone else.

Other Uses Of The Service

14. Your Web Site

14.1 As part of the Services you may be able to set up your own web site(s). If you do this you are responsible for the material that you or anyone else puts on your web site(s). You must include your contact details and any other necessary information clearly on your web site(s) in accordance with current legislation.

14.2 Material on your web site(s) must not, and the use of it must not, in any way be unlawful. In particular, you must ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

15. Using the Internet

The Services will allow you to access the Internet. The Internet is separate from the Services and 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 you obtain when using the Internet (including email). You are responsible for ensuring your computer and network, if you have one, is adequately protected against viruses.

16. When we provide you with content

16.1 As part of the Services we may provide you with applications, data, information, video, graphics, sound, music, photographs, software or any other material. This content is always changing as we try to provide you with the best possible service, and therefore you may notice changes in the content that you can access.

16.2 The content we provide to you can only be used for your own purposes and is protected by copyright, trademark and other intellectual property rights. You are not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the content.

16.3 Although we take precautions, we cannot guarantee the accuracy or completeness of the content. For this reason, your use of the content (for whatever purpose) is at your own risk.

16.4 Some of the content will have its own terms and conditions. These may be displayed online or elsewhere. If you access this content you will need to comply with those terms and conditions. You should be aware that any content provided on a subscription basis as part of a service will cease when this contract ends.

17. Local Area Network Access

17.1 If you access the Services via a local area network (LAN), you are responsible for:

- (a) providing and maintaining a suitable LAN and internet protocol (IP) router capable of interfacing satisfactorily with the Services;
- (b) configuring the IP router; and
- (c) appointing a system administrator who will be our point of contact for matters relating to the Services.

17.2 We are not responsible under the contract for providing any technical or other support to your LAN. Any IP addresses that we allocate to you are for use in connection only with the

Services and all rights in those IP addresses belong to us. You must not sell them or agree to transfer them to anyone else or try to do so. If the contract is terminated for any reason the IP addresses will revert to us.

If Things Go Wrong

18. If You or We Break This Contract

18.1 Either of us can end this contract immediately on notice at any time if the other:

- (a) commits a material breach of this contract which is capable of remedy and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of this contract which cannot be remedied; or
- (c) is repeatedly in breach of this contract; or
- (d) is the subject of bankruptcy or insolvency proceedings or an arrangement with creditors is made or a receiver or administrator is appointed over any of their assets or they go into liquidation.

18.2 We can end this contract with immediate effect if we have previously suspended or terminated your use of any of the Services due to your breach.

19. Suspension of a Service

19.1 Instead of terminating the Services under paragraph 18 we can choose to suspend any or all of the Services. If we do this we can still end this contract at a later date. If we decide to suspend any of the Services or passwords or usernames (for any reason), we will restore them (if neither you nor we have ended this contract) when you satisfy us that you will only use the Services as we have agreed.

19.2 If we decide to suspend any of the Services under paragraph 18 or under this paragraph, this contract will continue during the period of suspension and you will have to pay all relevant charges.

20. Matters Beyond Our Reasonable Control

If we cannot do what we have promised in this contract because of something beyond our reasonable control, we will not be liable for this. If this continues for more than 14 days, you can terminate this contract immediately by giving us written notice. If the events continue for more than three months, we can terminate this contract immediately by giving you written notice.

21. Protecting Your Data

21.1 When your data passes through or is stored on our systems we will look after it with the reasonable skill and care of a competent provider of the Services. However, you must not rely upon any of our systems or services as the sole or primary repository for any data and we will not be responsible for any transient or permanent loss, damage, corruption or delay to, or misdirection of or any interference with, data passing through or stored on our systems or the systems of our sub-contractors, business partners or any other entity.

21.2 For your part, you must make all reasonable efforts at all times to protect and verify your data; in particular you must make sufficient, verified, restorable backup copies of your data at such intervals as is prudent having regard to the value and sensitivity of the data, assessed from both objective and your subjective perspectives.

22. Virus Checking, Content Filtering and Similar Supplementary Services

22.1 We may provide virus checking, content filtering (spam control) and other similar supplementary services in connection with, or as part of, the Services. We will use our best endeavours to provide these supplementary services with reasonable skill and care but we give no other warranty in regard to these supplementary services and, in particular, we do not guarantee that they will be totally effective.

22.2 It is essential for the protection of your data and systems that you install and routinely maintain your own virus checking and other security services and that you regard the protection available from us as no more than a first line of defence.

23. Our Liability to You

23.1 We will be liable if you are injured or die as a result of our negligence. We do not limit that liability, or any liability we may have to you under Part I of the Consumer Protection Act 1987, by paragraphs 23.2 or 23.3 or in any other way.

23.2 We have no liability (whether in negligence or otherwise) for any indirect or consequential loss, nor for any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.

23.3 Any liability we have of any sort (including liability for negligence) is limited to £500,000 for any event or related series of events and £1,000,000 for all events in any 12 month period.

23.4 We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication goods or services or for faults in or failures of their networks and equipment or for any event or occurrence outside of our direct and immediate control.

23.5 Each provision of this paragraph 23 operates separately in itself and survives independently of the others.

Ending This Contract

24. Before the Services Have Been Made Available

24.1 You may end this contract at any time before the Services are made available to you, but:

(a) if we have already installed any of our equipment at your premises you must pay our installation charge which is listed at <http://www.maytech.net/> under the appropriate service heading; and

(b) if you have purchased or been provided with equipment necessary to receive a service from us, you must return such equipment to us (at our request) in the prepaid postage package we send you or in such other way as we may reasonably require and we will then refund to you any payment received from you for such equipment (if applicable); and

(c) if you do not return the equipment to us within 14 days of receiving the prepaid postage package or otherwise fail to take such steps as we may reasonably require for the return of the equipment, you will be charged our reasonable costs for recovering the equipment.

24.2 Once the Services have been made available to you, you can only end this contract as set out in paragraph 25 and the Consumer Protection (Distance Selling) Regulations 2000 will not apply.

25. After the Services Have Been Made Available

25.1 This contract can be ended by:

- (a) either of us giving 28 days notice to the other; or
- (b) you giving us seven days notice if under paragraph 26 we inform you we are increasing our charges or changing the conditions of this contract to your detriment.

25.2 If you have agreed to a minimum contract period and give us notice that ends, or we end this contract under paragraph 18, before the end of that minimum contract period, counting from the date that the Services are made available to you (other than because we have increased our charges or changed the conditions of this contract to your detriment) you must pay all charges payable for any remaining part of the minimum contract period.

25.3 If you have paid any charges for a period after the end of this contract (and beyond the end of the minimum contract period referred to in paragraph 25.2 if you have agreed to one), we will either repay these charges or put them towards any money you owe us.

Other things we need to tell you

26. How This Contract Can Be Changed

We may change this contract, including our charges, at any time. We will give you at least 28 days notice of any changes before they take effect. As explained in paragraph 25, you can end this contract by giving us seven days notice if we increase our charges or change the conditions of this contract to your detriment.

27. How This Contract Can Be Transferred

Neither of us can transfer this contract except that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company (all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989).

28. Marketing

We are proud of our extensive range of customers and from time to time like to refer to them, including you, by name on our websites and in our marketing material. If you do not wish to be identified in this way as one of our customers, please notify us accordingly and your name will not be used for marketing purposes.

29. How to Give Notice

29.1 If either of us gives notice to the other under this contract this must be done either by email using the Services or in writing and delivered by hand or sent by pre-paid post to the addressee at the following address:

- (a) To us: at the postal address or email address shown on our website (<http://www.maytech.net>) or an alternative address which we may give you.
- (b) To you: if you are a company at your registered address, or at the postal address you specify when registering for the Services or an alternative address which you may give

us, or at any fax number or email address at or through which we reasonably believe you will see our message.

29.2 If for any reason we, in our reasonable discretion, consider it necessary to give you notice in any way other than by email (or in addition thereto), we shall be entitled to charge you for the reasonable costs thereby incurred.

30. Waiver

Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

31. Third Party Rights

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

32. Disputes and the Law of This Contract

If any dispute arises out of this contract, we will both attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. This contract is governed by English law and we both agree to the exclusive jurisdiction of the English courts.

Maytech Communications Limited
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