

TERMS AND CONDITIONS OF SW NETWORK LTD

DATE 01-04-2009 – ACORN BUSINESS CENTRE, FOUNTAIN STREET NORTH, BURY – BL9 7AN

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General Provisions

These terms and conditions are all accessible at www.swnetwork.co.uk. This Contract explains our obligations to you and your obligations to us in relation to the service(s) you purchase. All work undertaken is carried out in good faith although the client ("you") indemnifies SW Network Ltd against any claims or actions in respect to any damage, loss or interference to service which is caused by our work.

1. **Scope of Agreement and changes to the terms and conditions**
 - a. Sections 1 to 13 of these terms and conditions apply to any of our services that you purchase ("general provisions").
 - b. In addition to the general provisions:
 - i. Schedule A applies specifically to our Domain Name Registration services,
 - ii. Schedule B applies specifically to our Email services and web mail services,
 - iii. Schedule C applies specifically to our website hosting and server rental services and should be read in conjunction with our Dedicated Master Service Agreement,
 - iv. Schedule D applies specifically to our Broadband services,
 - v. Schedule E applies specifically to Dial-Up connection services,
 - vi. Schedule F applies specifically to Ecomcart Software,
 - vii. Schedule G applies specifically to web design,
 - viii. Schedule H applies specifically to our HyperSubmit Service,
 - ix. Schedule I applies specifically to our PC repair service,
 - x. Schedule J applies specifically to our PC and server maintenance contract,
 - xi. Schedule K applies specifically to our Telecoms and Networking Service,
 - c. **It is important to note** that if you purchase any of our services bundled together as a package, (for example you purchase a package that includes both a domain name and a webspace as opposed to purchasing these separately), termination of any part of the services may result in termination of all the services provided as part of that bundled package.
 - d. If you purchase an Ecomcart Software package, both Schedule F and G terms and conditions combine.
 - e. We may alter or amend the terms and conditions at any time for any valid reason upon giving you not less than twenty one (21) days notice in advance by post, email, and/or by posting the alteration on our website

at www.swnetwork.co.uk, setting out the reasons for this alteration and the date it is to take effect. If we send the notice by post or email we will send it to the address last notified to us (see clause 2 for your obligation to keep your information up to date). Except where the change is as a result of legislative or regulatory requirements, if you do not wish to continue with the service as a result of the change to the terms and conditions, you may terminate the Contract without penalty by giving us written notice to reach us not less than seven (7) days before the date when the alteration to our terms and conditions is to take effect. If we do not receive such a notice from you prior to that date, and/or if you continue to use the service after sending us a notice, you will be deemed to have accepted the alteration.

- f. We reserve the right to refuse orders for any reason. Where we do refuse an order, we will notify you that the order will not be processed. If the order has been processed and you have paid our charges before we notify you that your order has been refused the charges you have paid will be refunded.

2. **Provision of Information - your obligations**

You agree to:

- . provide certain true, current, complete and accurate information about you as required by the application process; and
 - i. maintain and update the information you provided to us when purchasing our services as necessary to keep it current, complete and accurate.
 - a. We rely on this information to send you important information and notices regarding your account and our services, for example, information relating to the impending expiry and renewal date of a domain name or other service.
 - b. We will not be liable in respect of the non-renewal of a service or registration of a domain name if you do not receive our renewal notice having failed to notify us of new contact details.
 - c. You must ensure that all information submitted is correct as we may not be able to rectify errors.

3. **The Services**

- . We may need to change the service as a result of legislative, regulatory or other changes requiring us to do so. We will endeavour to provide you with not less than twenty one (21) days notice in advance of such alteration taking effect, but cannot always guarantee to do so.
 - a. We may also need to temporarily suspend the service without notice in order to repair, maintain or improve the service or our network, or in an emergency. If we need to do this, we will try to keep you informed and will try to keep interruptions to a minimum, but we cannot always guarantee to do so.
 - b. You must ensure that the service is used in accordance with these terms and conditions, our Acceptable Use Policy and all applicable laws and regulations.
 - c. Unless otherwise specified the services do not include back up of your data. You are responsible for the back up of your own files and data, for your own internal network and all equipment that is connected to the Internet. In particular, it is your responsibility to ensure that your firewalls and anti-virus protection are kept up to date and are sufficient for your needs.
 - d. We may record calls or monitor them for training and security purposes.

4. **Duration**

- . Unless otherwise specified the Contract will start when we accept your order for service(s), which we will acknowledge in writing by sending you an email to the email address notified to us in your order and will continue in accordance with the terms applicable to a particular service and for the subscription period applicable to the service(s) in question (as displayed on our website at www.swnetwork.co.uk from time to time and confirmed by us in writing).
 - a. At least four (4) weeks prior to expiry of the applicable subscription period, we will remind you of the impending expiry of the services (by notice to the then current email and postal address specified by you on your account. The service will lapse unless we receive payment for the extended term of the subscription. We will not be liable in respect of the non-renewal of a service if, having sent you a renewal notice, we do

not receive notice of renewal and the applicable payment, or if you fail to notify us of a change of contact details.

- b. The Contract (and any subscription for service(s)) may be terminated early by you or us pursuant to clause 6 of these terms and conditions.

5. **Charges and Payment Methods**

Charges are payable as specified in the specific terms and conditions relating to the service(s) in question and are due on an ongoing basis until this Contract is terminated.

- a. The charges are inclusive of any third party disbursements that we may make on your behalf, for example registration fees payable to the applicable domain name registry.
- b. VAT and other taxes and duties (where applicable) are payable in addition to the charges for the service(s).
- c. If you do not make payment on the due date, we will:
 - be entitled to charge you interest on the amount owing (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of NATWEST plc, such interest accruing on a daily basis from the date that payment falls due until the date that payment is made in full, and/or
 - i. suspend the service(s) until payment is made in full, and/or
 - ii. terminate the Contract in whole or in part and cease providing the service(s).
- d. Please refer to our web site for our refund policy.
- e. If any cheque or debit or credit card payment paid to us by you in payment of the request and/or services, is not honoured for any reason:
 - registration and/or the service to which the payment relates will be suspended pending payment of the outstanding account in full together with a "failed payment" charge of £25 plus VAT.
 - i. you will not be able to register new domains or set up new services or transfer services away but services already paid for will continue to operate.
 - f. Where you have made duplicate or multiple payments in respect of a product or service and then require a duplicate payment or multiple payments to be refunded, SW Network Ltd reserve the right to charge a £10.00 plus VAT admin fee prior to a refund being issued or deduct a £10.00 plus VAT admin fee from any refund issued. For the avoidance of doubt, the £10.00 plus VAT admin fee will be deducted from each individual payment that is being requested for refund.
- g. Where a payment is made to us via bank transfer of any kind, all bank charges incurred will be your responsibility.
- h. Where you have opted either online, or through one of our representatives, to pay for any services on a monthly basis by Direct Debit or Standing Order:
 - you agree that the first payment for the service will be taken by credit or debit card or cheque and all subsequent monthly payments will be taken via Direct Debit or Standing Order.
 - i. we will send you advance notice by email to the email address specified on your account giving details of the service the Direct Debit or Standing Order relates to, the total amount, the frequency and date when the amount will be collected.
 - ii. we confirm that the advance notice will be sent to you at least seven (7) days before the date when the Direct Debit or Standing Order will be collected.
 - iii. an advance notice will only be sent when a Direct Debit or Standing Order is setup or modified.
 - iv. in the event that more than one signatory is required for payment authorisation on any Bank or Building Society account, you confirm that you will print off and return to our Customer Services Department, SW Network Ltd, Acorn Business Centre, Fountain Street North, Bury – BL9 7AN, by recorded delivery, the Direct Debit mandate prior to any Direct Debit being set up. On receipt of the mandate we will proceed to

set up the Direct Debit and you will receive advance notice of such Direct Debit in accordance with clause 5i(ii), (iii) and (iv) above.

- v. we will not initiate any Direct Debit on your account unless authorisation has been received by you.
- vi. if the Direct Debit fails we will send an email to the email address listed on your Account to advise you of the failure. You agree that under these circumstances any future payments will be taken from the credit or debit card listed on your Account until such time as the Direct Debit is authorised by the Bank or Building Society or until you contact us to make alternative payment arrangements.
- vii. in the event that you change Bank or Building Society we will be notified of such change by BACS and any existing Direct Debit for the service will be cancelled. An email will then be sent to you to request that you setup a new Direct Debit. You agree that under these circumstances any future payments will be taken from the credit or debit card listed on your Account until such time as any new Direct Debit is setup or until such time as you contact us to make alternative payment arrangements.
- viii. following cancellation of any Direct Debit you authorise us to take any future payments for the service, to which the Direct Debit or Standing Order relates, from the credit or debit card listed on your Account. If you wish to terminate the service, please refer to our general and specific terms and conditions.
- ix. in the event that you terminate the service, but we have not received any instructions from you with regard to cancellation of the Direct Debit or Standing Order associated with the service, you authorise us to take any outstanding payments for the service from the credit or debit card listed on your Account and then to cancel the Direct Debit with your Bank or Building Society.
- x. you can cancel any Direct Debit or Standing Order, at any time. If you wish to cancel any Direct Debit you can either:
 - i. write to your Bank or Building Society, sending a copy of the letter to us; or
 - ii. send an enquiry to the Customer Services Department ten (10) working days prior to the next monthly renewal date for the service. We confirm that any cancellation for a Direct Debit or Standing Order via an enquiry will be completed within three (3) working days of the receipt of the enquiry.
 - xi. following cancellation of any Direct Debit or Standing Order you authorise us to take any future payments for the service, to which the Debit Debit relates, from the credit or debit card used for the first payment of the service. If you wish to terminate the service, please refer to our general and specific terms and conditions.
- xii. in the event that you terminate the service, but we have not received any instructions from you with regard to cancellation of the Direct Debit or Standing Order associated with the service, you authorise us to take any outstanding payments for the service from the credit or debit card used for the first payment of the service and then to cancel the Direct Debit with your Bank or Building Society.

6. Termination and suspension

The Contract may be terminated by you:

- at the renewal date by not renewing the subscription in accordance with clause 4b and/or
 - i. with immediate effect on giving us written notice of termination, if we are in material breach of any obligation under the Contract and, where we can remedy that breach, have failed to do so within thirty (30) days of receiving notice from you specifying the breach and requiring its remedy; and/or
 - ii. with immediate effect on giving us written notice of termination, if we have an order made or resolution passed to be wound up (otherwise than for the purpose of a scheme for solvent amalgamation or reconstruction); and/or
 - iii. on a change to the terms and conditions, by serving us notice in accordance with clause 1d.
 - a. We may terminate the Contract:
 - with immediate effect on giving you written notice of termination, if you are in material breach of any obligation under the Contract and, except in relation to payment, where that breach can be remedied by you,

have failed to do so within thirty (30) days of receiving notice from us specifying the breach and requiring remedy of that breach; and/or

- i. with immediate effect on giving you written notice of termination, pursuant to clause 5d(iii);
 - ii. with immediate effect on giving you written notice of termination of breach any provision of our Acceptable Use Policy
 - iii. with immediate effect on giving you written notice of termination, if you provide any false, inaccurate, incomplete or misleading information, or if you fail to correct material errors or omissions relating to any information supplied by you, resulting in that information becoming false, inaccurate, incomplete or misleading; and/or
 - iv. with immediate effect on us giving you written notice of termination, if you become insolvent, have a receiver appointed over the whole or any part of your assets, enter into any composition with creditors, or have an order made or resolution passed to be wound up (otherwise than for the purposes of a scheme for solvent amalgamation or reconstruction) or, where you are an individual or partnership, if you become bankrupt, make a voluntary arrangement with your creditors or have a receiver or administrator appointed; and/or
 - v. with immediate effect on giving you notice if we lose any license or permission necessary to carry out the service(s). In such a case, however, we will be entitled to terminate the Contract in part if any other service(s) are not affected by the loss of such license or permission.
- b. You acknowledge that, except for a partial termination by us pursuant to clause 6b(vi), termination of the Contract for any reason will result in us ceasing to provide all the service(s), with all the consequences that flow from such cessation, including (but not limited to), deletion of hosting account(s) and mailboxes.
 - c. If you terminate the Contract during the initial subscription period as specified in the specific terms and conditions applicable to the service, or the acknowledgement of order, as the case may be, we may be entitled to charge you a cancellation fee equivalent to the subscription fee for the initial period, less any sums paid by you for that initial period. Please refer to the specific terms and conditions for more information on this.
 - d. We may, at our sole discretion and without prejudice to any rights we may have to terminate the Contract, suspend the provision of the service(s) immediately on sending you written notice if:
 - . we are entitled to terminate the Contract pursuant to 6b, or
 - i. we need to comply with an order, instruction or request of government, an emergency services organisation or other competent administrative or regulatory authority which affects our ability to provide the service, or
 - ii. we reasonably believe you will fail to pay any amount due under the Contract.

7. **Hardware and Software**

- . Where the service(s) comprise the supply of hardware or software, use of this hardware and software is licensed to you and unless otherwise specified in the specific terms relating to the applicable service, title to this does not pass to you at any time. Title remains with us and/or our suppliers.
 - a. On termination of the Contract for whatever reason you will at your cost return the hardware to the supplier via our returns procedure within seven days. If you fail to return the hardware within seven days you shall pay us the full replacement cost of the hardware which is not returned which may be deducted by us from any refund due to you.
 - b. You undertake to use the hardware and software in accordance with our instructions and with their respective licenses. You undertake not to modify the hardware or software in any way.

8. **Liability**

- . We exclude all liability of any kind in respect of:

- . information supplied by you, third party information on our website, or any other material on the Internet which can be accessed via our website or using the service(s), and we are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the service(s) or on the Internet;
- i. the accuracy, completeness or suitability for any purpose of any content supplied by us or content providers from time to time and which is received via our website or via the Internet, email or service(s). For the purposes of this clause, "content" shall mean data, information, software, photographs, video graphics, music, sound and other material appearing on or available through the service(s);
- ii. any material you publish or otherwise display on your website;
- iii. breaches of security or unauthorised use of any domain name(s) registered through us, websites hosted through us or servers rented from us arising from "hacking" or otherwise. It is your responsibility to ensure that your website is secure from unauthorised access.
 - a. We will not be liable for any loss or damage, whether direct or indirect, which you may suffer as a result of service or systems failure (whether caused by systems or services under our control or otherwise) including but not limited to domain name system failure, server failure, access delays or interruptions, data non-delivery or mis-delivery, or delays in the provision of services.
 - b. We will not be liable for the loss of any emails sent to mailboxes of any configuration or sent from email accounts related to services provided by us. We are not responsible for any email stored in mailboxes provided by us.
 - c. We will undertake regular maintenance updates to our systems and services, and will endeavour to ensure that our website and systems are free from viruses and other disabling devices. However we will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of any virus, Trojan or other disabling device that affects the service(s) or systems under our control or otherwise. It is your responsibility to ensure that your network and systems are adequately protected against any viruses, Trojan or other disabling devices.
 - d. Insofar as any part of the service(s) depends on or is supplied by other telecommunications operators, we are not responsible for their reliability or quality.
 - e. We will not be liable to you either in Contract, tort (including negligence) or otherwise for direct or indirect loss of profits, loss of use of profits, goodwill, actual or anticipated savings, loss of production and operation time, nor for any indirect or consequential loss or damage, or for any destruction or loss of or corruption to data. It is your responsibility to ensure that all data stored on servers is backed up as necessary for you.
 - f. Our liability to you in contract, tort (including negligence) or otherwise in relation to the Contract and the service(s) is limited to £100 for one incident or series of incidents.
 - g. Except as expressly provided in the Contract, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9. **Indemnity**

- . You must indemnify us and keep us indemnified against all and any losses, claims, damages, costs, charges, expenses and other liabilities which we may sustain or incur arising out of or in connection with:
 - . any breach by you of any provision of the Acceptable Use Policy and/or
 - i. any negligence, recklessness or unlawful misconduct by you, your agents or employees in the performance of your obligations under the Contract.

10. **Complaints**

- . If you have a complaint about any aspect of the service(s) please see our Code of Practice (www.swnetwork.co.uk) for more information on our complaints procedure

11. **Personal Information**

- . By registering for the service(s) you consent to us using and/or disclosing any personal information as follows:

- . for processing your application, which may involve a credit check which, in the case of an individual, may record that a credit check has been made and disclosing your personal and account information to a bank for the purposes of setting up a direct debit arrangement; and
- i. if necessary, providing or arranging for third parties to provide customer care facilities and bill you for the service, which may involve disclosing your personal information to third parties solely for those purposes.
- ii. we may retain information that you provide and from time to time may use this information to offer you other services that we feel may be of interest to you both from us and other companies. We may contact you by post or e-mail. If you do not wish to receive this information please let us know either by e-mail using the unsubscribe link given on our mailings or by telephoning us on 0844 8844 788 and we will amend our records.

12. Notices

All notices which are required to be given under the Contract must be sent as follows:

- . To us by first class registered post at Acorn Business Center, Fountain Street North, Bury – BL9 7AN.
- i. To you by email transmission or first or second class post to the email or postal address registered on the date when notice is sent (see clause 2 for your obligation to keep your information up to date)
- ii. Any notice delivered to you shall be deemed to have been received by you:
 - . by email transmission on the date notice is sent;
 - i. by first or second class post three working days after the date notice is sent
- iii. Any notice delivered to us by logging an enquiry through email and/or by first class registered post shall only be deemed to have been received and accepted by us on acknowledgment to you by email (this does not include any auto responder sent by us) or by signing for the registered post.

13. General

- . You may not transfer or sub-license the Contract or the service(s).
- a. We may transfer the Contract to any group or associated company and to any business taking over the supply of the service(s) or any part of the service. We may also sub-contract the service(s) or any part of the service(s).
- b. If any part of the Contract between us is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of the Contract.
- c. Any delay or failure by either of us in enforcing any right under the Contract is not a waiver of that right and will not prevent that right or any other right or remedy from being exercised or enforced.
- d. This Contract constitutes the entire agreement between us relating to the provision of the service(s) and supersedes any previous agreements relating to the service(s).
- e. In the Contract we are independent contractors and nothing in the Contract will give rise to any joint venture or partnership between us.
- f. Nothing in this Contract confers or is intended to confer any rights on any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- g. The provision of the service(s) and the application of these terms and conditions and interpretation of the Contract are governed by English law and subject to the jurisdiction of the English courts. Where you are a small business customer with five (5) or less employees, you may also use the dispute resolution forum specified in our Code of Practice.
- . Neither of us shall be liable for any breach of our obligations hereunder where the breach results from causes beyond our control including, without limitation, restrictions of a legal or regulatory nature ("force majeure") and we have acted reasonably and prudently to prevent and to minimise the effect of such causes. For the avoidance of doubt:

- . where you suffer a force majeure event, you shall still be liable to pay any charges or fees which become due and payable for services supplied by us during the event of force majeure.
- i. where we suffer the event of force majeure, you shall not be liable to pay for services not delivered by us

SCHEDULE A

Terms and conditions relating to our Domain Name Registration Service

1. Orders

- a. Your order must be submitted to us through one of our representatives and must indicate the domain names that are to be registered, full details of the registered proprietor, and, where the domain name ends in .ltd.uk or .plc.uk, inform us of a valid company registration number for the proposed registered owner of the domain name.
- b. You must ensure that all information submitted is correct as we may not be able to rectify errors.
- c. You are responsible for ensuring that you have complied with the registration criteria and obtained all consents and authorisations necessary in respect of the registration or transfer of the domain names.
- d. Individuals who do not wish their address details to be published on the Nominet WHOIS database (where applicable) must inform us of this at the time of ordering the domain name. Businesses cannot opt out of the publication of their details but may offer an alternate address such as a P.O. Box.
- e. We reserve the right to refuse orders for any reason. Where we do refuse an order, we will notify you that the order will not be processed. If the order has been processed and you have paid our charges they will be refunded.
- f. We will endeavour to meet any dates agreed for the obtaining of the names and domains specified by you, but this date is an estimate only and we will not be liable for any delay.
- g. If we accept your order, the processing of your request will start within 24 hours.

2. Services

- . We provide domain name services on an "as available" basis. Our acceptance of your application to register a domain name is not an acknowledgement by us that the domain name is available. The success or failure of domain name registration depends on many factors outside our control and we cannot therefore guarantee that your application will be successful. Your application to register the domain name is therefore subject to the successful registration of the domain name at the applicable domain name registry/registrar. A successful registration is shown by the domain name being displayed on the WHOIS directory of the registry/registrar as being registered to you.
 - a. Subject to paragraph 4 (c) below if a domain name is not successfully registered with the registry/registrar or if we do not accept your order for whatever reason, we will refund the registration fee you paid to us. However, we will not be liable to you for any loss or damage arising or resulting from any inability to register the domain name or from us not accepting your order and we will not be responsible for any costs incurred or other steps taken by you in anticipation of the registration or transfer of a domain name prior to receipt of official confirmation of such registration or transfer. **Neither will we be liable to refund the registration fees if, for any reason after registration, you have to relinquish the domain name or if you cancel your order.**
 - b. You should note that any domain name registered, whether or not by us, may subsequently be challenged and/or cancelled by parties other than us.
 - c. You agree that we will be registered as the Administrative Contact for all domain names registered for you or held on your behalf.

3. Charges and Payment

- .
 - a. Domain name prices are available live at www.hillhost.co.uk.

- b. The disbursements and our charges represent the initial costs for the registration of a domain name and you acknowledge that continued use of a domain name may expose you to additional charges payable to the local domain name registry/registrar, for example, on renewal. You are liable for any such charges. The charges and disbursements charged to you will remain fixed for the initial term of the Contract (such as twelve (12) months or twenty four (24) months as applicable or notified to you). You are responsible for keeping your own record of your renewals.
- c. Our charges for transferring a domain name are in accordance with paragraph 7 of this Schedule A.
- d. No refund will be given if:
 - i. once your order has been placed or renewal taken place
 - ii. termination takes place within the existing registration period of the domain name.
 - iii. the domain name was renewed through the renewal template of the registry/registrar.
- e. You acknowledge that if you upgrade your .com, .net, .org, .biz, .info or .mobi domain name(s) to include the Private Registration service the fee is non-refundable as once an upgrade has been processed we will not receive any refund from the Registry/Registrar should the Private Registration service be cancelled by you.
- . You acknowledge that the Private Registration service can only be purchased for whole year periods and will run from the point at which you upgrade, until the domain(s) current renewal date.
- i. Your Private Registration service will automatically be renewed until cancelled in writing and acknowledged with at least 90 days notice to; SW Network Ltd – IT Services, FAO: Domain Name Cancellations, Acorn Business Centre, Fountain Street North, Bury, Lancashire, BL9 7AN.

4. **Cancellation**

- . You are entitled to cancel an order for a domain name subject to the following terms:
 - . if we have not started processing the order, it will be cancelled subject to your paying a cancellation charge of £30 plus VAT per domain name ordered;
 - i. if we have started processing the order then (irrespective of whether or not the cancellation request is received within four (3) hours) it will be cancelled subject to your paying our full charges (including the Local Administration Costs, but only if these have been incurred) and the cancellation fee referred to in clause 4.a.i above.
- a. Refund requests following cancellation are generally dealt with and processed weekly. Where you have paid us by credit/debit card for the purchase of the service, we will endeavour to issue the refund to the credit/debit card used. In cases where this is not possible, a cheque will be raised to the company name in the first instance on your account. If no company name is stored, the cheque will be made payable to the individual's name held on the account.
- b. Where you have chosen not to renew a domain name with an international suffix, the domain registry/registrar may require you to complete and submit a domain name cancellation form before the domain name can be cancelled in its entirety.
- c. Under these circumstances we will forward to you any form(s) for signature and you must return it/them to us. You accept that it shall be your responsibility to ensure that we are in receipt of the completed form.
- d. Failure to complete and return the cancellation form to us will result in the international domain name being renewed by the registry/registrar at cost to us. This cost, and any additional costs that the registry/registrar may impose on us, will be invoiced to you and should be paid immediately on receipt of such invoice. You accept that we reserve the right to engage a third party debt collection agency in order to obtain any outstanding monies.
- e. You accept that the international domain name will not be cancelled, even if you have given us written confirmation that you do not wish to renew the international domain name, until such time as the registry/registrar are in receipt of your completed form and that you will be responsible for all ongoing costs

in relation to the international domain name until such time as the registry/registrar have acknowledged to us that your international domain name has been cancelled in its entirety.

5. **Domain name registry/registrar and indemnity**

You agree and acknowledge that registration and use of the domain name is subject to the acceptable use policies, rules and/or other terms and conditions of the registry/registrar. By submitting the order form to us, you agree to be bound by any such policies, rules and/or other terms and conditions and to fully and effectively indemnify us in respect of all losses, costs, expenses or liability suffered or incurred by us as a result of or arising out of any breach of these policies, rules and/or other terms and conditions. It is your responsibility to familiarise yourself with the policies, rules and other terms and conditions of the registry/registrar.

6. **Duration and Renewal**

A domain name, once registered, will fall due for renewal at the expiration of the registration period. We will notify you of the registration period applicable to your chosen domain names. It is your responsibility to monitor the renewal date of your domain name.

- a. Domain names are automatically renewed unless cancelled in writing and acknowledged with at least 90 days notice to; SW Network Ltd – IT Services, FAO: Domain Name Cancellations, Acorn Business Centre, Fountain Street North, Bury, Lancashire, BL9 7AN. If your account with us is currently on hold, suspended or otherwise, we reserve the right not to renew your domain unless you have cleared funds prior to your renewal date.
- b. We will not be liable in respect of the non-renewal of a domain name if, you fail to make payment prior to domain name renewal, we do not receive notice of renewal from our registry/registrar, or if you fail to notify us of a change of address.
- c. The Contract is subject to the provisions relating to early termination in the general terms and conditions.

7. **Transfer**

Any request to transfer a domain name from us to a new provider must be done by calling 0844 8844 788 and accompanied by written confirmation from you that you consent to the transfer. This confirmation must also include any additional information which we reasonably request.

- a. Where the transfer of any domain name has to be effected by your new provider, then, subject to your compliance with the terms of the Contract, we will co-operate with the new provider to allow the transfer to take place.
- b. We will only agree to the transfer to another service provider where you do not owe us any sums in respect of our domain name services, where you pay any applicable transfer fee to us and where you have provided us with all the necessary information to effect the transfer. You must ensure that all information provided is correct as we may not be able to rectify errors.
- c. On receipt of a transfer request, we will use our reasonable endeavours to process the transfer request, but will not be responsible for any delay in effecting such transfer due to acts or omissions of your current provider or new provider (as applicable) or the registry/registrar.
- d. If you require us to effect a change of registrant, we will advise you of the procedure and cost.
- e. Where a .uk domain is transferred to us, if after 72 hours we have not heard from you and/or are unable to find an account to be able to apply the domain name too, we will create a new account with us with the details supplied by Nominet. If at any time the domain name needs to be removed from the account created and placed in another account with us (ie a reseller's account) then we will require authorisation from the legal registrant for the domain name for this to occur.
- f. When requesting the transfer of a gTLD domain name to our management, you acknowledge that:
 - . The domain name has been unlocked (if applicable) and the current provider is aware of, and willing to approve, the outbound transfer.

- i. Submission of a domain name transfer request to us does not guarantee that the transfer will be successful.
- ii. Until such time as you receive a transfer completion notice issued by us, management of the domain name(s) being transferred remains your sole responsibility. This includes meeting renewal deadlines and paying any amounts owed to the existing provider.
- iii. The transfer fee is valid for 60 days. If, after 60 days, we have been unable to transfer the domain name, the transfer fee will become payable again if you wish the transfer to continue.

8. **Indemnity**

- . You will indemnify us against all costs, claims, damages and losses incurred by us as a result of:
 - . any claims that any of the domain names infringe the intellectual property rights of any third party;
 - i. any errors in any information provided by you in relation to any domain name transfers or registrations; and
 - ii. any act or omission by us in reliance on any information provided by you.

9. **Disputes**

If we become aware of any dispute with any other person or business or organisation regarding the domain names or any other of your domain names, we may, at our sole discretion, and without notice or liability to you, cease any further use or service of such domain names including, without limitation, deleting or suspending them from our computer systems, and/or making appropriate representations or providing information to any relevant authority or interested party.

10. **Interpretation**

- . If there is any conflict between the Contract and the terms and conditions of the registry/registrar the terms and conditions of the registry/registrar will take precedence.

SCHEDULE B

Terms and conditions for the provision of Email Services and Web mail Services

1. **Orders**

- a. Your order must be submitted to us using either the on-line order form or through one of our representatives. The services must be used in respect of a registered domain name.
- b. If we accept your order, the processing of your request will start immediately.

2. **Services and Charges**

Details of our services and our price list will be found on our web site, www.hillhost.co.uk

3. **Duration**

- . The Contract for email and web mail services will be for a period which depends on the package chosen ("Minimum Term") starting at the time the order is accepted after which it will expire unless it is renewed for a subsequent period. This is subject to the provisions for early termination set out in the general terms and conditions.

4. **Consequences of termination**

- . On termination for any reason, we will cease providing the services and your mailboxes will be deleted.
 - a. If the termination is during the Minimum Term you will be liable to pay us the charges that would have arisen from the date of termination until the expiry of the Minimum Term.
 - b. We offer no refunds for this service once you have agreed and signed for the terms length.
 - c. This service will be automatically renewed until you cancel in writing giving us one months notice ensuring this one month is before the date of renewal. You are responsible for ensuring payment has cleared at least

within 7 days of renewal. If your payment fails to clear within this time for any reason you will be disconnected. A reconnection fee will apply of £30 plus vat to cover our administration fees. If the payment or administration error is on our end or proven that either of our banks are responsible, then the reconnection fee (if invoiced) will be refunded. Your services, hosting, emails and databases will be deleted if you are disconnected.

5. **Mailbox**

- . Each mailbox has a storage quota. This may be by reference to the number of emails held, the size of attachments, or other methods we may specify. This is in place to protect your account and other accounts from potentially large volumes of email sent to a single address that could materially affect the email system server. Additional. It is your responsibility to ensure that your mailbox does not reach its allocated level. We will not be liable for any email lost due to full mailboxes. You can check your mailbox capacity from your webmail or via the phone on 0844 8844 788.
- a. We may occasionally need to change these limits either for operational reasons, or because we reasonably believe you have not been using the services in accordance with our Acceptable Use Policy. If we do so, we will endeavour to give you twenty one (21) days advance notice of the new limits by email and after that notice expires we may refuse to accept material and/or remove materials which exceed the relevant limits. Your e-mails will be stored on our clustered mail services until they are removed from our server.
- b. It is your responsibility to keep your password confidential and to change the password on a regular basis. We will not be liable for any data losses or security issues due to stolen or insecure passwords.

6. **Service availability**

- . We monitor the mail platform as a whole but do not monitor individual mailboxes. The server uses SMTP, a "store and forward" email protocol, to receive incoming and deliver outbound messages. By default, the mail platform attempts to deliver messages on a regular basis. If delivery is not achieved within twelve (12) hours, a delay notification is emailed to the sender. If delivery is not achieved within four (4) days, the message is returned to the sender.

7. **Storage Capacity**

- . Each account is allotted an aggregated storage capacity initially equal to the total storage capacity of all the mailboxes of that account.

8. **Maintenance**

- . In order to ensure good performance of the servers, we need to perform routine maintenance. This may mean that we need to take our servers off-line. Where possible, we perform such maintenance during off-peak hours. We will try to give you advance notice of any maintenance which requires the servers to be taken off-line by sending you an email to your notified email address on your Account or by posting an announcement on our service status page on our website.

9. **Security**

- . We try to ensure mailbox security and integrity of data at all times. However, despite our efforts, problems may occasionally arise. Where a problem does arise with a specific mailbox, it is your responsibility to inform us of this and we will use all reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is your responsibility to ensure that you back up your data as necessary for you.
- a. We provide anti-virus and anti-spam services for incoming e-mail. This service can be enabled and configured. While we do our best to remove all viruses and spam, we cannot guarantee that we will catch them all nor that no virus will reach your computer. We also cannot guarantee that non-spam messages will never be marked as spam.

10. **Ownership of data and indemnity**

- . All data created or stored by you within our applications and servers are your property.
- a. We will allow access to such data only by our authorised personnel.

- b. You will indemnify us and keep us indemnified against any claim, loss or damage in respect of any web server content, email content or any other data contained within your server space or within applications on our servers.

11. **Use of Email account**

- . If we identify a mailbox or domain name that is transmitting illegal, offensive, abusive, derogatory, defamatory, obscene or infected content, or for the purposes of sending bulk or unsolicited emails, or being used contrary to our Acceptable Use Policy, or otherwise causing problems, we will either remove the offending mailboxes or change their settings to resolve the issue. In certain cases we will, at our discretion, disable email or suspend all services to the domain as appropriate.

SCHEDULE C

Terms and conditions for the provision of website hosting services

Part 1 Terms applicable to all parts of this schedule

1. **Services**

- a. A description of the services we offer can be found on our web site. www.hillhost.co.uk
- b. You acknowledge that unless otherwise agreed in writing with us, any delivery date we give to you is a guideline only and we do not guarantee that it will be met. Also, you acknowledge that any delays by third parties in providing Internet connectivity or transferring domain names are outside our reasonable control and therefore we will not be liable for any such delay.
- c. If you reasonably believe that the service delivered to you on the actual delivery date does not meet the specifications, you must notify us of this within ten (10) Working Days of the delivery and we will then use all reasonable endeavours to resolve the issue within ten (10) Working Days. "Working Day" shall mean a day falling on a Monday to Friday which is not a UK bank or public holiday.
- d. If you do not notify us of any failure within ten (10) Working Days of delivery or, where we have carried out remedial work pursuant to paragraph 1c of this Schedule C above, within ten (10) Working Days of us completing that remedial work (as notified to you by us), you will be deemed to have accepted the service or product as delivered.
- e. We reserve the right to amend the service, hardware or software supplied, at any time, with not less than seven (7) days' notice to you, provided that this amendment does not materially detrimentally affect the service.
- f. We may occasionally impose limits on your storage space or data activity if we impose any limits, we will give you twenty four (24) hours advance notice of any limits by email.

2. **Duration**

- . The Contract for the provision of website hosting and server rental services is for a period from the date specified in Part 2 or Part 3 as the case may be ("Minimum Term"). This will automatically be renewed unless you cancel the service giving (one) 1 month notice at least (one) 1 month prior to renewal. The Contract is subject to the provisions relating to early termination set out in the general terms and conditions.

3. **Consequences of termination**

- . We shall be entitled to payment of any charges set out in paragraph 4 of this Schedule C.

4. **Charges**

- . Details of our charges can be found on our web site
- a. You are responsible for ensuring that your bandwidth does not exceed the allowances set as part of your package/service.
- b. If your bandwidth either exceeds the allowance set as part of your package/service or reaches the point where it has an adverse effect on other customers we reserve the right to:

- i. disable your site, without prior notice, until you can reduce your bandwidth usage; or
- ii. charge you for excess bandwidth usage, over and above your package allowance, as published by us from time to time.

c. Termination charges for virtual hosting will be found in paragraph 11(a) of this Schedule

- d. You are responsible for ensuring payment has cleared at least within 7 days of renewal. If your payment fails to clear within this time for any reason you will be disconnected. A reconnection fee will apply of £30 plus vat to cover our administration fees. If the payment or administration error is on our end or proven that either of our banks are responsible, then the reconnection fee (if invoiced) will be refunded. Your services, hosting, emails and databases will be deleted if you are disconnected.

5. **Maintenance**

In order to ensure good performance of the servers, we need to perform routine maintenance. This may mean that we need to take our servers off-line. Where possible, we perform such maintenance during off-peak hours. We will try to give you advance notice of any maintenance which requires the servers to be taken off-line by sending you an email to your notified email address and we will try to keep interruption to a minimum.

- a. We also may need to, and reserve the right to, suspend the service if you exceed your maximum bandwidth transfer quota as notified to you.

6. **Your obligations**

You must notify us if you become aware of any unauthorised use of all or any part of the website hosting services, software or hardware.

- a. You will take all reasonable precautions against viruses and other disabling devices.
- b. You will maintain and keep confidential all user names and passwords and not disclose them to any unauthorised party. If you have any reason to believe that any such confidential information has become known to an unauthorised party, you should inform us immediately.
- c. You undertake to allow us access at all reasonable times to perform maintenance or other actions necessary to ensure continued access to the Internet.
- d. You will be liable for all activities or charges and associated costs resulting from use of the service whether or not authorised by you and you acknowledge that we will not be liable for any loss of data or confidential information or other damage arising from such use.
- e. You represent that you have sufficient technical knowledge to enable you to make use of the service.
- f. You shall ensure that you have obtained all necessary consents for the use of all such content available from your server.

7. **Liability**

If you notify us of any failure or defect in any server, our sole obligation will be to notify the maintainer of the server of the failure or fault and, if we have an alternative server for use, to make the same available to you.

- a. Our responsibility and liability in respect of the availability of the website is limited as specified in our service level agreement with you (www.swnetwork.co.uk).
- b. You acknowledge that you have sole responsibility and liability for the design and maintenance of the website and for ensuring that it does not infringe the intellectual property or other rights of any third party and is not illegal.
- c. We do not guarantee the proper delivery of any email message or other data once it has left the confines of our network, and similarly we do not guarantee that data traffic will be delivered or that its contents will be held secure once it passes out of our control.
- d. Where we supply third party equipment or software, our responsibilities are limited to the level of warranty provided by the third party.

Part 2 - Virtual Hosting

8. Services

- a. We aim to set up Virtual Hosting within 24 hours of receiving your order and may send you an e-mail to advise you of your user name, password and other information.

9. Duration

- . The commencement date of the Contract is the time of the order. Monthly services may be terminated by not less than ten (10) working days notice expiring on your billing date for the product specified in your Account with us.

10. Your obligation

- . You are responsible for all backups.

11. Charges

- . You acknowledge that with regard to the purchase of virtual hosting services, whether purchased annually or multi-year from us, eighty per cent (80%) of our charges relate to administration charges and are non-refundable. Twenty per cent (20%) of our charges relate to the ongoing cost for the virtual hosting service. On cancellation of annual or multi-year virtual hosting services after the end of the Minimum Term the refund will be calculated on a pro rata basis of the twenty per cent (20%). Renewals of any annual or multi-year virtual hosting services will be on the same eighty per cent (80%) twenty per cent (20%) basis.
 - a. You acknowledge that in regard to the cancellation of virtual hosting purchased on a monthly basis, from us, no refund will be payable on a pro-rata basis or otherwise.

Part 3 - Dedicated Hosting

12. Supply of hardware and software

- a. We will use our reasonable endeavours to ensure that any supply installation and connection by us is done on or about the estimated date that we give to you which will be subject to our obtaining the necessary hardware.
 - b. If you require a managed server you must specify this in your order.

13. Duration

- . The commencement date of the Contract is the date we receive your signed order.

14. Your obligations

- . On unmanaged, non-Plesk servers you are responsible for all software.
 - a. We will provide you with an IP address and appropriate settings as agreed between us in the Dedicated Master Service Agreement and it is your responsibility to ensure that you only configure that IP address and have the necessary technical expertise to do so.
 - b. Except where you have a managed server package, you are responsible for all backups.
 - c. The full terms and conditions relating to dedicated hosting are set out in our Dedicated Master Services Agreement

Part 4 – 50 Domains Hosted & Developed

15. Supply of single page sites

- a. A maximum number of single page sites developed per month is (3) Three. We endeavour to provide these sites in the verbally agreed time on each site.
- b. We will provide a set template with interchangeable colours.
- c. (3) Three changes on each site per year maximum.
- d. You have the option to develop and maintain your own domain and/or content.

16. **Duration**

- a. The commencement date of the Contract is the date we receive your signed order.
- b. One month minimum contract length.

17. **Your obligations**

- a. You will provide the content for each site and remain responsible for the content and emails.

18. **Termination**

- a. You can terminate at any time giving (1) one month notice in writing. On termination, all domains hosted, including email services will be deleted. You will have the option to transfer the domains at your cost and management.

SCHEDULE D

Terms and conditions for the provision of Broadband Services

1. **Services**

- a. A description of the services we offer can be found on our web site.
- b. If on delivery of the equipment to you we are unable to provide the service due to your telephone line failing the British Telecommunications plc ("BT") tests for the provision of the services, it is your responsibility to ensure that any equipment supplied by us is returned to us in its original packaging and condition, at your cost. This must be done within five (5) working days of notification of the failure of the tests. A deduction will be made from any refund due for any part of the equipment not returned and your first months broadband refunded in full.

2. **Requirements for Service**

ADSL Broadband

You must use an analogue line provided by BT that is suitable for receiving the service. You will also need a broadband modem or router and micro-filters, which you can buy from us or other suppliers and a computer. Technical support is limited to hardware provided by us. If you purchase hardware from a third party you should contact them for any assistance with the configuration that you require.

- a. Before we can provide the service we will need to
 - i. perform a test on the telephone line that is to be used in connection with the service, and
 - ii. activate the service (see paragraph 3 in this respect).
- b. We will notify you if one of the steps outlined above cannot be completed and we are unable to provide the service.

SDSL Broadband

- d. We will provision a new line dedicated to the SDSL broadband service. We will arrange and schedule a British Telecommunications plc engineer to visit your address. The engineer could be on site for up to three hours.
- e. We can provide a SDSL router or, you may supply your own router. If you supply your own, you acknowledge that you are fully responsible for the configuration of such router and any problems associated with the router. If any problems arise, you will be wholly responsible for dealing with the supplier direct.
- f. ADSL hardware is not compatible with SDSL. Specific SDSL hardware is required for an SDSL broadband service.

2. **Activation of the Service**

- . We will use all reasonable efforts to activate the service within ten (10) Working Days of your order for the service but do not guarantee this. A Working Day is a day falling on a Monday to Friday excluding a UK bank or public holiday.
 - a. BT will activate the telephone line for the service, at the telephone number that you request in your order, during the ten (10) Working Day period. You can expect to lose your telephone service for up to approximately two (2) hours while activation occurs, though such loss of service may be for as little as a couple of minutes.
 - b. You agree that if necessary you will allow an engineer to access your premises as part of the process to activate the service or carry out tests if there are reported faults.
 - c. If the service does not commence due to BT technical reasons and you and us in conjunction with BT are unable to resolve the matter, the Contract will terminate and you will be liable for any costs BT charges to us in this connection.
 - d. If the service is activated but due to quality of service issues with the line, BT ceases the line for ADSL, you will be liable only for those amounts charged by BT to us in respect of the service. We will refund the difference (if any) to you of the amounts paid by subscription and the amounts due to BT.
 - e. If a fault arises on the telephone services provided via the BT line, you should contact BT. You will be responsible for all costs charged in this respect.
 - f. If there is a fault with the ADSL or speed issues then you should contact us and we will carry out all appropriate diagnostic procedures. If the fault is found to be with the BT line, you will be responsible for all BT charges

2. **Providing the service**

- . You agree to follow any reasonable instructions that we may give you about the service.
 - a. You agree to abide by our Acceptable Use Policy.
 - b. You agree not to connect equipment to our network which does not conform to the European Consumer Equipment Standard, which does not bear the CE mark, or equipment that may harm the network or other customers' equipment.

3. **Duration**

- . The Contract for the provision of broadband services is for a fixed period from provision of the service and will continue unless terminated in accordance with clause 7 below. The Contract is subject to the provisions relating to early termination set out in the general provisions and paragraph 7c and 7d below.

4. **Equipment**

- . Any equipment supplied by us will conform to the European Consumer Equipment Standard and bear the CE mark.
 - a. Title to the equipment remains with us until we receive payment in full for it. This means that if we do not receive payment in full for it we will be entitled to enter your premises on reasonable notice to retrieve it. This is without prejudice to our right to claim payment.
 - b. Equipment supplied by us has the benefit of a twelve (12)-month warranty. If the equipment fails and has been used and stored in accordance with our instructions, you should contact us and we will dispatch replacement equipment. On receipt of the replacement equipment you must return the faulty equipment straight away at your cost. If we find it is not faulty you will be liable to pay us an administration fee.
 - c. You must inform us of damaged or missing equipment within five (5) days of delivery.
 - d. You are responsible for the equipment from delivery to you of it and from delivery you bear the risk of all loss or damage to the equipment.

5. **Charges and termination:**

- . Our Charges are payable per annum or quarterly in advance.

- a. In the event that you request a simultaneous provision of your broadband service you acknowledge that you will be responsible for the simultaneous provision charge. Call customer services for the latest on our charges on 0844 8844 788.
 - b. The service may only be terminated by not less than thirty (30) days notice expiring on your billing date.
 - c. Our termination charge for termination of service in the first 12 months is £70 inc vat. Termination after the first twelve months does not incur a termination charge but you must give notice under paragraph 7c.
 - d. In the event that we receive a BT initiated cease notification for your broadband service you acknowledge that you will be responsible for all charges as referred to in clause 7 herein including an additional ADSL cease charge.
 - e. If you, and or we, request a cancellation or cease for your ADSL service, you will be responsible for all charges as referred to in clause 7 herein including an additional ADSL cease charge.
 - f. You acknowledge that where a fault is reported to BT and it is necessary for a BT engineer to attend your premises, if the cause is found to be faulty End User Equipment you will be responsible for all BT charges. You must check with BT on BT's charges. BT's definition of End User Equipment means everything connected to the master socket including, but not limited to, extension wiring, telephones and routers/modems/filters (commonly known as CPE). Charges would also apply if the BT engineer cannot gain access to your property and if the fault turned out to be incorrect username and password details being entered into xDSL equipment.
 - g. You are responsible for ensuring payment has cleared within 7 days of our invoice each month. If your payment fails to clear within this time for any reason you will be disconnected. A reconnection fee will apply of £30 plus vat to cover our administration fees. If the payment or administration error is on our end or proven that either of our banks are responsible, then the reconnection fee (if invoiced) will be refunded.
6. **Bandwidth usage**
- . The service allows you to have monthly bandwidth usage, which varies according to your package/service. If your monthly bandwidth usage either exceeds the allowance set as part of your package/service or reaches the point where it has an adverse effect on other customers we reserve the right to:
 - . restrict your bandwidth usage, without prior notice, until you can reduce your bandwidth usage; or
 - i. charge you for excess bandwidth usage, over and above your package allowance.
 - a. If you want additional bandwidth over this allowance, you will be charged for extra capacity from us.
 - b. In the event that you exceed the bandwidth usage, you authorise us to take any outstanding payments for the excess bandwidth usage from the credit or debit card listed on your account, or via direct debit if you pay via this method on an ongoing basis.
7. **Content provided as part of the service and via the Internet:**
- . The service allows you access to the Internet. You accept that using the Internet is at your own risk. We have no responsibility for any goods, services, information, software or other materials you buy or otherwise obtain when using the Internet (including email). You are responsible for making sure your system has adequate anti-virus and firewall protection.
 - a. Content provided by us as part of the service is provided on an "as is" basis.
8. **Maintenance**
- . Occasionally, for operational reasons, we may need to interrupt the service. If we do, we will restore the service as quickly as we can.
 - a. We may also have to change code or access numbers or technical specifications, including datatransfer limits associated with the service. If we do, we will give you as much notice as possible.
9. **Our responsibility to you**
- . Unfortunately, we cannot guarantee that the service will never be faulty.

- a. Except as specified in clause 11a above, our responsibility to you is as set out in the general provisions that form part of the Contract.

10. Broadband Max

- . Due to the technology deployed by British Telecom to provide BroadbandMax wholesale services to ISPs, BroadbandMax is a "best efforts" product, and therefore no guarantee is given that increased data throughput (upload and download speeds) will result from using this product over any other ADSL Broadband package.
 - a. Due to limitations in the British Telecom network, increases in data throughput maybe limited to off-peak periods when data throughput via your local BT exchange would be less.
 - b. The "potential broadband line rate" quoted during ordering is an estimate only from an analysis based on the quality of your telephone line and using data gathered from lines of a similar nature. The speed given is a Maximum Speed obtainable and does not guarantee this speed will be available and on some lines this speed may not be reached due to contention imposed at the BT exchanges. The actual contention can vary from one exchange to another depending on the capacity of the exchange. BT are solely responsible for maintenance of their exchanges and we cannot be held responsible for the knock on effects caused by contention at the exchange.
 - c. Once an order for BroadbandMax has been placed, the line will go through a 10 to 21day Training Period where the throughput of the line will be analysed and software at the exchange will establish a BRAS profile for the line. During the Training Period the speed of the line will vary considerably.
 - d. The BRAS Profile establishes two values for the line: Maximum Stable rate (MSR) and Fault Threshold Rate (FTR). The MSR states the maximum speed the line can support, and the FTR is used in trouble shooting slow speed issues. The data throughput rate experienced from the line will fall somewhere between these two values and data throughput rates will vary during the day between these two values. Note: BT class acceptable speeds as anything above your FTR divided by your contention rate (50:1 for home users and 20:1 for office users).
 - e. We cannot escalate any speed issues to BT for investigation unless the speed of the line is consistently below the FTR for the telephone line divided by your contention rate. To comply with BTs Fault Reporting Procedures - there must be evidence that the fault is consistent and not a one off. To do this, at least three BT speed tests need to be undertaken per day for at least three days. Technical Support can advise you on how to perform these speed tests and also of your MSR and FTR. Speedtest results from sources other than the BT speedtest will not be accepted.

11. MAC (Migration Authorisation Code)

- . Any request for a MAC must be submitted through one of our customer services representatives. We will comply fully with Ofcom Regulations.
 - a. If you accept our Retention Offer and then request a MAC within 90 days from the date of acceptance of the Retention Offer, all discounts on your broadband package will be revoked and your broadband package will revert to the original price. The original price will be used when generating your final bill.
 - b. In the event that you request a MAC, a final bill will be generated for payment. If payment is not received from you, you authorise us to take any outstanding payments from the credit or debit card listed on your account, or via direct debit if you pay via this method on an ongoing basis.

SCHEDULE E

Terms and conditions relating to Dial-Up Connection Services

Part 1 - Terms applicable to all parts of this schedule

1. Services

- a. The service is the provision of dial-up Internet connectivity by way of a modem.

- b. To maintain the quality of the service, your connection (and that of all other customers) may be terminated if idle for more than ten minutes.

2. **Requirements for service**

- . You are required to provide:
 - i. an analogue modem and cables;
 - ii. computer;
 - iii. appropriate software;
 - iv. a standard active telephone line.

3. **Providing the service**

- . You agree to abide by the terms of our Acceptable Use Policy.
 - a. You agree to follow our reasonable instructions.
 - b. You agree to keep all usernames and passwords issued to you as part of the service confidential and secure.
 - c. If we think there is likely to be breach of security or misuse of the service we may:
 - . change your password and notify you that we have done this; and/or
 - i. suspend username and password access to the service.
 - d. If you think that any 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.
 - e. If any of the information you give to us when you sign up for the service changes, including any changes to your payment details, you must inform us immediately.
 - f. Where the service includes access via an 0808 (free) telephone number additionally we provide you with a back-up 0845 connection for times when it is not possible to connect using the 0808 service. It is your responsibility to ensure that you connect to the correct 0808 number and do not connect to the 0845 number in error. Use of the 0845 number incurs telephone charges that are your responsibility.

4. **Charges**

- . We do not charge an administration or monthly fee for this service and offer no technical assistance.

5. **Content provided as part of the service and via the Internet**

- . The service allows you access to the Internet. You accept that using the Internet is at your own risk. We have no responsibility for any goods, services, information, software or other materials you buy or get hold of when using the Internet (including email). You are responsible for making sure your system is adequately protected against viruses and other disabling devices.
 - a. Content provided by us as part of the service is provided on an "as is" basis.

6. **Your obligations**

- . You are responsible for data backup.

7. **Maintenance**

- . We may need to temporarily suspend the service for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before we do so we will give you as much notice as we can. However, it will not always be possible to give notice, for example in the case of an emergency. We will restore the service as soon as possible after any suspension.
 - a. We may have to alter code or access numbers or technical specifications associated with this service for operational reasons and where we need to tell you about this we will give you as much notice as we can.

8. **Our responsibility to you**

- . Although we will attempt to provide you with the best possible service, we cannot guarantee that the service will never be faulty. However, we will correct all reported faults which we are able to correct as soon as we can
- a. Our responsibility to you is as set out in the general provisions. In addition, we do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks or equipment.
- b. We are not liable for any losses that might occur as a result of the automatic cut-off after four (4) hours continuous time on line.

Part 2 - 0845 Access (metered)

9. **Termination**

- a. Our contract may be terminated by either of us any time.

10. **Charges & Conditions of Sale**

- . You can only access the 0845 service by using your own telephone line(s) and are responsible for paying all telephone call charges incurred while using the 0845 service.

11. **Dial Up Access**

- . You are required to send your caller line identification (CLID) when connecting to the 0845 service. If withhold your CLID you may either be refused access or the service available to you may be restricted.
- a. If CLID is withheld we automatically block access to the service.
- b. We cannot be held responsible for any damage to dial-up equipment, or any other equipment connected to the 0845 service. We will not accept liability for whatever reason for any loss of earnings or any other damages as a result of the effects of connecting equipment to the 0845 service.
- c. It is your responsibility to disconnect from the service.

12. **Customer Details**

- . You agree to provide valid current information of your personal details during the sign-up process. Failure to provide valid current information will result in the termination of the 0845 account. You are required to inform us of any change of name, address and telephone number.

SCHEDULE F

Terms and conditions for use of Ecomcart software or custom built ecommerce web sites

1. **License**

- a. Subject to clause 2 of this schedule, We do not sell, loan or supply licenses for the Ecomcart software ("Software") or custom built web sites. You purchase the integration, demonstration and interface design of the Software.
- b. You do not have any right to remove or change any aspect of the source code of the Software whatsoever without our prior written permission.
- c. The Software is proprietary and confidential information and you agree to maintain it in strict confidence using at least the same degree of care you exercise to protect your own confidential information. Nothing in this agreement will impose an obligation of confidentiality on you with respect to the Software which:
 - i. at the time of disclosure to you by us is in the public domain by publication or otherwise;
 - ii. enters the public domain, other than by your breach of this agreement;

- iii. was already properly and lawfully in your possession without any obligation of confidentiality at the time it was first obtained from us;
- iv. was lawfully received by you from a third party who was under no obligation of confidentiality with respect to it; or
- v. are required by law to be disclosed, but only to the extent of such required disclosure, and provided that before such disclosure you notify us of the impending disclosure.

d. You agree:

- . not to disclose, duplicate or otherwise reproduce directly or indirectly, the Software in whole or in part or any materials relating thereto;
- i. not to derive or seek to derive the source code of the Software by reverse assembly or reverse compilation except as permitted by law, or any other manner.
- ii. to take all reasonable steps, including but not limited to appropriate binding agreements with your employees, to ensure that only those persons having a need to use the Software have access to the same and to inform those persons of the obligations to keep the Software in strict confidence;
- iii. not to remove any copyright notice or proprietary markings contained on or in any copy of the Software if present
- iv. to accept the General License Agreement which is enclosed with your Software. You must not use this Software if you do not agree with the General License Agreement terms.

2. **Access to Server**

. Where access to our secure server is to be granted to you, we reserve the right to verify the status and nature of your business before granting such access. We reserve the right to refuse access to our servers for any reason at any time.

3. **Your Responsibility**

. You are solely responsible for the maintenance of your shop and its contents and for its day to day operations in conducting business.

- a. You shall keep your shop and contents updated and ensure all unavailable or out of stock goods are announced as such.
- b. You shall conduct your business using the Software within the rules, regulations and laws applicable including, without limitation:
 - . those of the UK and the EU;
 - i. those relating to trade description, consumer protection, data privacy and intellectual property.
- c. Without prejudice to the provisions of clause 3.c of this schedule you shall:
 - . provide your customers with accurate details of the goods/services sold on your site including all appropriate costs and shall not seek to levy costs not advertised;
 - i. provide your customers with accurate contact details including your company name, address and email address;
 - ii. assume sole responsibility for the handling and processing of orders and their correct and prompt dispatch to your customers;
 - iii. assume sole responsibility for keeping your customers updated on their orders and for any complaints arising from any orders placed.

4. **Warranties**

. We warrant that:

- . the Software, when operating in the environment specified by us, will substantially conform to our specification for the Software.
 - i. we will correct defects in the Software which prevent substantial conformity with the foregoing warranty.
 - ii. due to the complex nature of the Software, we do not warrant that the Software is error free or that all errors in it will be corrected.
 - a. The warranty in clause 4.1 of this schedule is exclusive and in lieu of all other warranties, express or implied, including without limitation the warranties of merchantability, satisfactory quality, fitness for purpose and reasonable care and skill. We do not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free.
5. **Intellectual Property**
- . We are not the owner of, or have the right to license or sub-license the Software. You must refer to the Software General License Agreement for ownership and licensing agreements.
6. **Termination**
- . In addition to any other right of termination, Software maintenance and integration will be terminated (12) twelve months from commencement date.
7. **Indemnity**
- . You shall indemnify us against all and any losses, claims, damages, costs, charges, expenses and other liabilities which we may sustain or incur arising out of or in connection with sales through your on-line shop or your activities on your website.

SCHEDULE G

Terms and Conditions for web design

1. **Definitions**
- a. In this schedule the following words and expressions have the following meanings:
- i. **Acceptance Tests**
the acceptance tests to be implemented by you in accordance with clause 5c.
 - ii. **Actual Delivery Date**
the actual date that the Website and Website Documentation are delivered by us in accordance with the provisions of this agreement.
 - iii. **Business Day**
a day on which clearing banks are usually open in the City of London.
 - iv. **Charges**
the charges to be levied by us in respect of the Website in accordance with clause 6.
 - v. **Commencement Date**
The day after you have placed an order in accordance with our quotation and paid 40% of the Charges to us and we have accepted your order.
 - vi. **Completion**
when the Website meets the Requirements and Completion shall be construed accordingly.
 - vii. **Completion Date**
the date specified in our quotation, as revised in accordance with this agreement, by which that part of the Website to which the term relates is to be Completed.
 - viii. **Confidential Information**
any information in any form concerning the business, accounts, finances, research projects, discount policy, pricing policy, future business strategy, marketing, tenders, price sensitive information,

employees, current and planned products, intellectual property and trade secrets and any other plans or strategy of ours or yours.

- ix. **Customer Material**
The material for inclusion in the Website to be provided by you as specified in our quotation.
- x. **Deliverables**
the Website, the Graphic Design, the Software, the Third Party Software as is required by the context.
- xi. **Delivery Address**
the address for the delivery of the Website and Website Documentation specified in our quotation.
- xii. **Detailed Specification** the written specification for the Website including, without limitation, the information set out in our quotation and the modifications to be prepared by us and as the same may be altered from time to time pursuant to clause 7.
- xiii. **Equipment**
the hardware identified in our quotation..
- xiv. **Expert**
a person appointed under clause 13c.
- xv. **First Repeat Acceptance Tests**
as defined in clause 5d.
- xvi. **Graphic Design**
The design of the screens of the Website and graphic material to be included on the screens to be designed by us in accordance with our quotation.
- xvii. **Intellectual Property**
patents, patent applications, copyright, registered design, trade marks, trade mark applications, trade names, moral rights under Sections 77 80 and 84 of the Copyright Designs and Patents Act 1977 or knowhow, including without limitation, other similar industrial or commercial rights.
- xviii. **Intellectual Property Infringement**
infringement of the Intellectual Property of a third party.
- xix. **Our Software**
the computer programs developed and designed by us which are identified in the Detailed Specification.
- xx. **New Release**
any improved modified or corrected version of the Our Software from time to time issued by us.
- xxi. **Object Code**
the actual machine language which the computer executes.
- xxii. **Relevant Event**
a dispute or difference as to the construction or effect of this agreement or the rights duties or liabilities of the parties hereunder or any matter or event connected with or arising out of this agreement.
- xxiii. **Requirement Specification**
the written statement prepared by you and agreed by us which sets out your requirements for the website and "Requirements" shall be construed accordingly.
- xxiv. **Second Repeat Acceptance**
as defined in clause 5e.
- xxv. **Source Code**
computer programs in a traditional form normally used by humans for reading, writing or modifying programs.
- xxvi. **Stages**
the numbered-stages for the implementation of the Website described in our quotation.

- xxvii. **Term**
the period from the Commencement Date until the Completion Date for the Website set out in our quotation or until prior termination in accordance with this agreement.
- xxviii. **Test Data**
test data suitable to assess whether the Website meets the Requirements and the results you expect to obtain from the operation of the Website on such test data.
- xxix. **Third Party Software**
the software of a third party to be incorporated into the Website which is identified in our quotation.
- xxx. **Timetable**
the timetable specifying the dates for the completion of each of the Stages of the Website set out in a our quotation as the same may be altered from time to time pursuant to clauses 3c, 3g or 7c.
- xxxi. **Website Documentation**
the documentation in respect of the Website identified in our quotation.
- xxxii. **Website**
the website in Object Code to be designed and written by us pursuant to our quotation.
- b. All references to a statutory provision include references to:
- . any statutory modification, consolidation or re-enactment of it, whether before or after the date of this agreement, for the time being in force;
 - i. ii all statutory instruments or orders made pursuant to it; and any statutory provision of which that statutory provision is a re-enactment or modification.
 - c. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
 - d. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this agreement.
The clause headings are inserted for ease of reference only and do not affect the construction of this agreement.
2. **Our obligations**
- . Our quotation will be prepared on the basis of the Requirements Specification and is subject to the following terms and conditions. The placing of an order with us is to be deemed to be your acceptance of such terms and conditions. No contract will come into being until we have accepted your order and you have paid us 40% of the total sum quoted which shall not be refundable.
 - a. In consideration of the payment by you of the Charges to be levied by us in accordance with clause 6 and subject our the terms and conditions, we shall:
 - . design and write the Website for use with the Equipment to fulfil the Requirements Specification;
 - i. design and write the Website Documentation for use in association with the Website;
 - ii. achieve Completion of the Website and Website Documentation by the Completion Date.
3. **Detailed Specification**
- . Immediately after the Commencement Date we will commence in collaboration with you the preparation of the Detailed Specification to achieve the Requirements.
 - a. We will use all reasonable endeavours to complete the preparation of the Detailed Specification by the date set out in our quotation or as soon as possible after that date.
 - b. If you require an amendment to the Detailed Specification to take account of any application, function or performance criteria not specified in the Requirements Specification, the parties will agree a reasonable revision to the Timetable, the Charges and the Completion Date.

- c. Immediately upon completion of the Detailed Specification we will submit it to you for approval.
- d. You will within five Business Days of receipt of the Detailed Specification by notice served upon us, either approve it or respond to us with such comments and/or requests for amendment as you reasonably judge appropriate.
- e. If you fail to approve the Detailed Specification or respond with comments and/or requests for amendment within the period specified in clause 3e., you will be deemed to have approved the Detailed Specification.
- f. We will take account of all reasonable comments and/or requests for amendment received from you pursuant to clause 3e., at which time the parties will agree a reasonable variation in the Timetable and we will incorporate the comments and/or requests in a revised version of the Detailed Specification to be prepared and delivered to you as soon as is reasonably possible.
- g. The process described in clauses 3d. to 3g. will be repeated until such time as you will have approved, or will be deemed to have approved or the Expert has approved, the Detailed Specification.

4. Writing of the Website and Website Documentation

- . Immediately upon the approval by you of the Detailed Specification we will commence writing the Website and the Website Documentation upon the basis of and in compliance with the Detailed Specification.
 - a. We will use all reasonable endeavours to complete the writing of the Website and Website Documentation and to deliver them to the Delivery Address by the date set out in the Timetable or as soon as reasonably possible after that date. The Website and Website Documentation will be delivered notwithstanding any modifications requested by you which are outstanding.
 - b. On or before the dates set out in the Timetable you will submit to us the Customer Material and the Test Data.
 - c. You warrant to us that you are entitled to use the Client Material on the Website and that using the Client Material is not in breach of the Intellectual Property of any third party or is otherwise illegal.
 - d. You accept that under no circumstances can you seek any legal recourse for any error or omission which could cause any financial loss.

5. Testing and acceptance of Website

- . We will by notice to you within five (5) Business Days of receipt of the Test Data either approve or reject it. We will only be entitled to reject the Test Data upon the basis that, and by detailing the manner in which, it requires the Website to operate in a manner not provided for by the Detailed Specification. We will be deemed not to have approved the Test Data if we fail to approve it within five Business Days of receipt and such failure will be deemed to be a Relevant Event. The Expert will determine whether we will be deemed to have approved the Test Data.
 - a. You will immediately upon receipt of our rejection of the Test Data pursuant to clause 5a make all such alterations to the Test Data as will in the circumstances be reasonably necessary and will resubmit the altered Test Data for approval by us. The provisions of clauses 5a. and 5b. will apply in the same manner with appropriate changes for context until such time as we approve, or are deemed to approve, the Test Data.
 - b. You will implement the Acceptance Tests within five (5) Business Days of your receipt of our notification that the Website is complete.
 - c. If the Website fails the Acceptance Tests then we will implement, free of charge, such alterations or modifications to the Website and the Website Documentation as we in the circumstances reasonably judge necessary and in sufficient time to make possible the repetition of the Acceptance Tests by you in the presence of our employees as soon as is reasonably practical (the "First Repeat Acceptance Tests").
 - d. If the Website fails the First Repeat Acceptance Tests then you may at your option require us by written notice to immediately implement such further alterations or modifications to the Website and Website Documentation free of charge as we will reasonably judge necessary to enable the Website to pass repeat Acceptance Tests (the "Second Repeat Acceptance Tests"). The Second Repeat Acceptance Tests will be carried out by you in the presence of our employees as soon as is reasonably practical. If we have not

completed such alterations or modifications to the Website within a reasonable period after you notify us that the Website failed the First Report Acceptance Tests or if the Website fails the Second Repeat Acceptance Tests then you will be entitled to either:

- . accept the Website subject to such refund of the Charges as we and you agree. If we fail to agree such refund within seven Business Days then you may refer the matter for settlement in accordance with the disputes procedure set out in clause 13 or
 - i. subject to clause 5f terminate this agreement by written notice to us.
- e. Notwithstanding clause 5e ii., you will not be entitled to terminate this agreement during the first year of the Term by reason of the application of clause 5f. to a modification.
- f. We will provide you with all such assistance and advice as you will from time to time reasonably require in the process of testing the Website pursuant to clause 5.
- g. You shall commence testing the Website as soon as is reasonably practicable after receipt of the assistance and advice to be supplied under clause 5g..

6. **Charges**

- . We will levy the Charges by the submission of invoices in accordance with clause 6b.iii, in respect of the Website on the dates and for the amounts set out in our quotation.
 - a. Where the Charges are stated in the our quotation to be an estimate:
 - . the estimate shall give full details of the basis on which it has been prepared;
 - i. if it appears to us that the estimate will be exceeded we shall immediately notify you and shall not carry out any work in excess of the estimate without your written approval of a revised estimate; and
 - ii. we shall use our best endeavours to complete the Website within the estimate but this is not a guarantee.
 - b. Each invoice will be sent to you at the Delivery Address. You will pay the Charges within twenty (7) Business Days of the date of an invoice.
 - c. The Charges will be inclusive of the travel accommodation and subsistence expenses incurred by our staff in attending at the Delivery Address.

7. **Modifications**

- . You will be entitled at any time prior to the Actual Delivery Date to request us in writing to modify the design of the Website.
 - a. You will provide us with full particulars of any requested modification and such further information as we will reasonably require.
 - b. Within ten (10) Business Days of receipt of a request pursuant to clause 7a. we will inform you in writing of the alterations to the Detailed Specification, Timetable and Charges that we reasonably judge necessary as a result of the request. We shall be entitled to make a reasonable charge for the cost of preparing details of the alterations to the Detailed Specification, Timetable and Charges, provided the basis of such Charges have first been agreed by you.
 - c. If you notify us that you will proceed with the modification then the Timetable and Charges will be amended in the manner indicated by us pursuant to clause 7b.
 - d. If we modify the whole or any part of the Website in accordance with this clause we will make all appropriate related modifications to respectively the Detailed Specification and the Website Documentation

8. **Intellectual Property rights and title**

- a. The copyright and all other Intellectual Property and Confidential Information in our Software will remain in our ownership.

- b. We grant you a perpetual non exclusive royalty free license to use our Software for all purposes of and associated with your business including (without limitation) a license to make Enhancements to our Software if we are unable or unwilling to do so.
- c. We assign to you with full title guarantee the copyright in the Object Code and the Source Code of the Website, other than our Software and Third Party Software, and the website Documentation as and when written or created throughout the world for the full period of copyright, including all renewals and extensions, in so far as we are able to do so, with effect from the completion of the Website and the Website Documentation. Depending on your web site package, we may or may not have copyrighted your Object or Source Code.
- d. You must indemnify us and keep us indemnified against all and any losses, claims, damages, costs, charges, expenses and other liabilities which we may sustain or incur arising out of or in connection with any breach by you.

9. Support

We will provide you with email and telephone support for your use of the Website without charge to the extent that we in our discretion believe is reasonably necessary.

10. Copies for you

We will during the Term forward to you up to date back up text of the Website and the Website Documentation on the first day of each month commencing on the Actual Delivery Date unless no changes have been made since the last copies were delivered to you.

11. Moral Rights

We will procure that all rights under sections 77, 80 and 84 Copyright Design and Patents Act 1988 relating to the Graphic Design and the Website Documentation are waived in writing by the persons entitled to them.

12. Warranties

We warrant that:

- i. we will develop the Website using reasonable care and skill;
- ii. any goods supplied will be of satisfactory quality and fit for their intended purpose;
- iii. our title to and property in the Deliverables is free and unencumbered; and
- iv. the Website and Website Documentation will conform to the Detailed Specification in all material respects.
 - a. We will upon receipt of a notice alleging a breach of the warranty set out at clause 12a. use our best endeavours to remedy the breach of such warranty free of charge as soon as possible.

13. Disputes

If either party considers there to be in existence a Relevant Event they will immediately give notice of it to the other party.

- a. Immediately upon receipt of a notice under clause 13a. the parties will use reasonable endeavours to resolve the Relevant Event and record any agreement reached between them in writing.
- b. If the parties have not reached an agreement in writing to resolve the Relevant Event within ten (10) Business Days of the service of the notice under clause 13a. hereof either of them may referred it to such Expert as they will jointly nominate.
- c. If we and you fail to nominate an Expert within fifteen (15) Business Days of the service of the notice under clause 13a. then the Expert will be nominated at the request of either party by the President for the time being of the Institute of Arbitration.
- d. The Expert, whether appointed under clause 13c or 13d, will act as an expert whose decision (which will be in writing) will, except in the case of manifest error, be final and binding upon both parties. At the request of either party the Expert will give reasons in writing for his decision.

SCHEDULE H

Terms and conditions relating to our HyperSubmit Service ("the Service")

The Service is provided by a third party company, Bpath, and branded by us as HyperSubmit. The Terms and Conditions below relate to the sale and provision of the Service.

1. **Service**

- a. A description of the packages and services can be described over the phone or on a written quotation.
- b. We cannot, and do not, guarantee the position and/or the volume of traffic to your website once your URL (website) is submitted to any search engines by Bpath.
- c. Support for the Service is provided entirely by Bpath

2. **Requirements for Service**

- . The services must be used in respect of a registered domain name.

3. **Orders**

- . Your order must be submitted to us through one of our representatives via email.

4. **Activation of Service**

- . In order to activate the Service you need to log into your Account with us and follow the instructions supplied under Search Engine Tools.

5. **Duration**

- . The Contract for the provision of the Service is for a fixed period of one year from payment of the Service and will continue unless terminated in accordance with clause 7 below.

6. **Charges**

- . We require payment in advance for the purchase and renewal of the Service.

7. **Termination**

- . The Service may be terminated by you at any time on giving written notice to us, or will be deemed to have been terminated by you through non-payment of the renewal due on the expiry date of the Service.
 - a. We shall be entitled to terminate the Service immediately on serving written notice if:
 - i. Our third party provider is unable to provide the Service or becomes bankrupt or has a receiver or administrator appointed over all or any part of their assets
 - ii. It becomes unlawful for us to provide the Service
 - b. Please refer to our Refund Policy.

SCHEDULE I

Terms and conditions for our PC (Desktop or Laptop) or Server repair services.

1. **Service**

- a. No responsibility can be taken for any loss of data or applications software when a repair is undertaken. Any subsequent loss of earnings due to loss of data or applications software is the responsibility of the customer. All data and software must be backed up prior requesting service.
- b. We offer no warranty on this service and after sales support is at the discretion of SW Network Ltd.
- c. We cannot be held liable for any loss of goods whilst being repaired, either in transit or onsite.

- d. You are responsible for providing any cds required for the repair, for example, drivers and operating system software. If you are unable to provide these items additional charges may apply.
- e. You, the customer, are responsible for any licenses installed on your pc before and after the repair. You indemnify SW Network Ltd from any breach of licenses when your system is in or out of our care.

2. Cancellations

- a. Once we have removed your item from your premises we are unable to return your item free of charge if you wish to cancel your repair. The cancellation fee is 50% of the excluding VAT price of your agreed price. You must make clear funds before your item is returned.
- b. Cancellations must be made within one (1) hour of removal from your premises.

Exceptions; if you have delivered your item to one of our repair centre's, you are able to collect your item free of charge if the repair has not been started. If the repair has been started you will be liable for the charges agreed in full once the repair is complete.

3. Delays

- a. On occasion your repair may be delayed for reasons out of our control. Weather conditions may hinder the return of your item or restrictions to our repair centre or accounting systems. We will take reasonable action to contact you in the event of any delay to your return.
- b. Refunds or discounts are not usually offered but are at the discretion of SW Network Ltd management.
- c. In the event of hardware failure or where hardware replacements are required you will indemnify SW Network Ltd and the cost of replacement items will be at the cost of the customer. We will take reasonable action to contact you and notify you of any additional costs.