Part A General Terms and Conditions

These General Terms and Conditions apply to the provision of hSo: Email Shield Services by hSo:

1.0 Terms and Conditions

1.1 Definitions

The terms and Conditions under which the Services (as defined below) will be delivered to the Customer. These Terms and Conditions will form part of the "Agreement" as defined below.

1.2 All terms used in this Agreement have their ordinary meaning, unless defined within our Terms and Conditions.

2.0 Definitions

2.1 For the Purposes of the Agreement the words below have the following meanings:

"Abusive Visit Charge" means any charge incurred by you or any of your third parties as a result of your abuse of the System.

"Abortive Visit Charge" means an additional charge of $250.00 when an aborted visit has been paid for in excess of the time actually spent at the Customer's Premises.

"Annual Power Usage Allowance" means for users of hSo: Email Shield, the maximum permitted usage of power during your period in our colocation facilities in any 12 consecutive month period as set out in the Agreement.

"Annual Service Charge" means the Fixed Monthly Fee for the Service(s) provided by us to the Customer as set out in the Agreement.

"Avoidance periods" means periods excluded from Service Interruptions for any of the foregoing.

"aviation" means the inclusion of a charge for any travel to and from your premises.

"Breach" means a breach of this Agreement or any terms and conditions, policies or procedures which are incorporated by reference in this Agreement.

"BT" means British Telecommunications plc.

"BT End User Access Line" means the telephone number(s) which were provided to you as your End User Access Line(s).

"BT Vault (platinum level)" means, under the current BT Vault Service Agreement, your add-on service with BT for providing an additional level of management services.

"Call Charges" means, for the purposes of connection to the PSTN, the charges levied by the appropriate telecommunications operator.

"Carry" means the retention of a service through which the Customer is charged for connections to a customer site or to a third party.

"Carryover" means unused service time which may be carried over to the next billing period.

"Case" means a single incident of a problem requiring a response by hSo's support staff.

"Central Point" means the point of an Email Server where hSo is located.

"Certificate of Acceptance" means a certificate of acceptance signed by both you and your Authoriser(s) or by such other person or persons as we may approve, indicating that the System has been made available for your use.

"Colocation Services" means the provision of space and infrastructure for the Customer to house its own Equipment.

"Confidential Information" means all rights whether vested, claimed or acquired in the past or present in respect of, or relating to the System including, but not limited to:

(a) information about other party's business, computer systems, programs, trade secrets, customers or suppliers including without limitation, information about either party's business, organization, development, products, pricing, technical information, processes, manufacturing, research and development, and any information that you learn which is disclosed by us in confidence to you,

(b) information about the configuration, services or technical ability of the System, or the System itself,

(c) any other matter which that Email Server is connected.

"Covered Expense" means all expenses incurred in connection with the performance of the Agreement.

"CPU" means Computer Processor Unit.

"Credit" means the refund of Service Charges due to the Customer because of a breach by hSo of its obligations under the Agreement.

"Credit Note" means a note or document that credits the Customer for Services supplied, for amounts paid, or for a Service supplied under the Agreement.

"Customer" means any individual, company, body corporate and all of its affiliated companies.

"Customer Access to Colocation Facilities" means the Customer’s ability to access our physical premises, as well as to use our Colocation Services.

"Customer Information" means all information about the Customer, including but not limited to:

(a) any Personal Information,

(b) any information about the Customer, including any personal information, that is collected, used, possessed, or stored by hSo.

"Customer Order Form" means the written request you submitted to hSo.

"Customer Premise Equipment" means any equipment you are responsible for maintaining.

"Customs Duty" means any duty paid by the Customer on the items purchased from the Supplier.

"Data" means any information or data which may be processed by the System, including any data which is held or stored on any data medium.

"Datacentre" means the physical infrastructure upon which the Service is provided.

"Datacentre Operations" means the processes and procedures for and through which the System is operated.

"Delayed Payment" means payment received after the due date.

"Delay in Service Provision" means any period of time during which a Service is not available due to such factors as: hSo's colocation provider, power outages, maintenance, upgrades, hardware or software failures.

"Delivery Date" means the date when the Customer is entitled to use the Service(s) as per the Agreement.

"Device" means any computer hardware, including, without limitation, information about either party's business, organization, development, products, pricing, technical information, processes, manufacturing, research and development.

"Device Management Services" means hSo's monitoring and managing of the Customer's hardware.

"Direct Access" means access to our email servers and mailboxes.

"Due Date" means the date on which the Customer shall, unless otherwise specified, pay for the Service(s) provided to the Customer.

"E-Date" means a date when a notice of a price change is to be effective.

"Early Termination Charge" means a charge which may be levied against the Customer when an agreement is terminated before the end of its term.

"Email" means any SMTP message sent or received via the hSo: Email Shield Services.

"Email Shield Services" means the products marketed by hSo: Email Shield.

"Email Shield Services" means any virus protection services provided by hSo: Email Shield.

"Email Shield Services Advanced" means any enhanced version of the Email Shield Services.

"Encapsulation" means the process of reformatting transmitted data to ensure compliance with the protocol of the network to which the message is being sent.

"Equipment" means all equipment and materials furnished to you and your employees and agents for your use in connection with the Service(s).

"Equipment Maintenance Charges" means the charges for the provision of maintenance of the Equipment.
9.1 Where we provide you with software as part of the Service(s) ("Software"), we will use our reasonable endeavours to upgrade it as our licensors make appropriate upgrades and enhancements available to us.

9.2 We reserve all and beneficial rights in any Software and documentation supplied to you with and, where applicable, our suppliers. We grant to you a non-exclusive and non-transferable licence to use the Software as part of the Service(s) as it may exist from time to time during the duration of the licence granted under this Agreement, and you agree not to reproduce the Software, distribute, modify, merge with other programs, or create derivative works. You may not provide access to the Software, directly or indirectly, to any other person, except as expressly permitted by this Agreement.

9.3 Where necessary, and where we agree to do so, we will purvey the use of software licences which are specifically written to the Software provided under this Agreement will be supported by us or a third party acting on our behalf. Microsoft will not be supporting software under this Agreement.

10.0 Term

10.1 This Agreement shall come into effect on the date first appearing on the Customer Order Form and shall continue in effect until terminated under this Agreement by either party as permitted by this Agreement.

10.2 The Initial Period of the Agreement shall run from the date of signature of the Customer Order Form by hSo until the latter of either:
(a) 36 months from the date of signature of the Customer Order Form by the Customer;
(b) 36 months or such other time period set out in Section 4 of the Customer Order Form;
(c) 36 months or such other time period set out in Section 4 of the Customer Order Form. In the event that the Customer Order Form includes an equipment maintenance Service element, for the purposes of Clause 14.1(b), the Initial Period shall be deemed to be the shorter of the two periods as set out in (a) and (b).

10.3 Upon the expiry of the Initial Period, the Agreement shall be terminated in accordance with this Agreement unless renewed by either party as permitted by this Agreement.

10.4 The provisions of Clause 10.3 shall not apply to the hSo:Email Shield Service, hSo:Web Shield Service or any Services which include an equipment maintenance service element, which after the Initial Period will automatically renew for additional one (1) year terms (each, a "Renewal Term") unless a party gives the other party written notice of their intention not to renew the Renewal Term at least 30 days before commencement of the Renewal Term for a Service which include an equipment maintenance service or at least 60 days before commencement of the Renewal Term for hSo:Email Shield Service and/or hSo:Web Shield Service.

11.0 Renewal

11.1 We reserve the right to make reasonable amendments to our Terms and Conditions and to our Service Level Agreements by notice to you.

12.0 Liability

12.1 We are responsible for insuring Our Equipment and for maintaining public liability insurance in respect of Our Equipment and/or the acts or omissions of our staff, agents or representatives.

12.2 Nothing in this Agreement will exclude or restrict either party’s liability: (i) for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment; or (ii) its liability for fraud.

12.3 We will not be liable to the other:
(a) for any indirect, consequential, incidental, or economical loss or punitive damages whatsoever, or in contract, tort (including negligence or breach of statutory duty), or otherwise for loss or damage caused directly or indirectly from the corruption or destruction of data, anticipated savings or profits; or,
(b) for any failure to comply with its obligations under this Agreement to the extent that this liability arises predominantly from a breach by you of your obligations under this Agreement, or from circumstances beyond our control, and if so, the amount of our liability will be limited to the aggregate fees and charges received hereunder.

13.0 Allocation and Ownership of IP Addresses

13.1 We may, from time to time, automatically assign a certain capacity for hSo: Access, limitations of our suppliers’ connectivity and/or control over IP addresses. We shall be responsible for the management and allocation of IP addresses and shall be entitled under this Agreement to assign IP addresses to you.

13.2 In the event that we suspend the Service(s) under 13.1(b) or 13.1(c), we will give you as much notice as we reasonably can in the circumstances. This notice will set out the reasons for the suspension and we will use all reasonable endeavours to minimise your disruption.

13.3 If we are obliged to suspend the Service(s) because of your breach, act or omission that constitutes a material breach of this Agreement, we shall not be liable to you for any of the consequences of the suspension during the suspension and will be liable to us for the reasonable costs of suspending the Service(s), which will not exceed in aggregate the amount you have actually spent during the period of the contract. In the case of Direct Voice, where there are no recurring charges, the early termination charge shall be calculated by multiplying the minimum monthly spend commitment by the number of months remaining to the end of the Initial Period.

14.0 Termination

14.1 Either party may terminate this Agreement or any of the Services by giving written notice to the other party. Provided that you cancel the Agreement prior to the end of the Initial Period, or if you give written notice of your intention to terminate the Services prior to the end of the Initial Period, we will calculate the early termination charges for each of the Services cancelled which will equal one hundred (100) percent of the recurring charges which would have been payable during the Initial Period. In the case of our indirect voice Service the early termination charge will be calculated by taking the difference between your spending commitment and the amount you have actually spent during the term of the contract.

15.0 Force Majeure

15.1 Except for your obligation to make payments and subject to Clause 14.4(c), neither party will be held liable for failure to perform its obligations hereunder during the duration of any Force Majeure event caused by Force Majeure, provided that the affected party will use all reasonable endeavours to mitigate the effect of such Force Majeure event.

15.2 Subject to Clauses 12.2, 29.3, 30.2(a), 33.4, 35.2, 36.2, 37.2 and 39.1 our liability in contract, tort (including negligence or breach of statutory duty), or otherwise for loss or damage caused by Force Majeure will be limited to the aggregate fees and charges received hereunder from you during the previous 12 months.

15.3 Subject to Clauses 12.2, 29.3, 30.2(a), 33.4, 35.2, 36.2, 37.2 and 39.1 our liability in contract, tort (including negligence or breach of statutory duty), or otherwise for loss or damage caused by Force Majeure will be limited to the aggregate fees and charges received hereunder from you during the previous 12 months.

16.0 Publicity

16.1 Neither party will use in any way, for its own account or the account of any third party, any information received by either party as required to achieve the purposes of, this Agreement, nor disclose to any third party any Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information without the prior written consent of the other party.

16.2 We will not be entitled Confidential Information if it: (i) is in the public domain or generally known; (ii) has become generally known or otherwise becomes to be secret of confidential, except through a breach of this Agreement by the other party; (iii) is already in possession of the receiving party prior to receipt from the disclosing party; or (iv) is independently developed by the receiving party.

17.0 Security/Passwords

17.1 Where a HighSpeed Office Service(s) uses a username and password combination to provide access to the service, you are responsible for maintaining the confidentiality of your username and password and for any access to the service obtained through your username and password.

17.2 You will take all reasonable steps to keep the username and password combination confidential. We reserve the right to require you to change these numbers from time to time, but will not do so unreasonably.

18.0 Assignment and Ownership of IP Addresses

18.1 Where we allocate IP addresses to you, you will not acquire any right, title or interest in the IP addresses and, except as permitted herein, you will not assign, transfer or delegate such IP addresses.

20.0 Notices

20.1 Subject to Clause 20.2, any notice (excluding Customer Agreement and/or Service termination requests/notices) given in connection with the Agreement will be given in writing delivered by hand, fax or email to the address or electronic mail address stated on the Customer Order Form as applicable or to such other address or electronic mail address as the other Party shall from time to time notify the Party as applicable or to such other address or electronic mail address as the other Party shall from time to time notify the Party. Notice will be deemed to have been served upon delivery or transmission if a Working Day, or else the next following Working Day (provided that a copy of such fax or electronic mail and a record of the delivery or transmission if a Working Day, or else the next following Working Day (provided that a copy of such fax or electronic mail and a record of the dispatch is sent to, on the second Working Day following its dispatch.

21.0 Counterparts

21.1 Where this Agreement is to be performed by two or more people, either party may assign any of its rights and/or obligations hereunder to another person (save that any assignment will be subject to your consent) provided that any assignment will not be effective unless and until the receiving party has given written notice of such assignment to the other Party.

22.0 Entire Agreement

22.1 This Agreement constitutes the whole agreement between the parties in respect of the Services. No variation of this Agreement will be binding unless in writing and signed by both parties.

23.0 Rights of Third Parties

23.1 Nothing in this Agreement is intended to benefit a person who is not a party to it (a “Non-Party”) and accordingly no Non-Party has or acquires any right under the Contracts (Rights of Third Parties) Act 1999 or any other act of Parliament of the United Kingdom in respect of this Agreement.

24.0 Waivers

24.1 No forbearance, delay or indulgence by either party in enforcing any of the provisions of this Agreement will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and such other right, power or remedy shall be cumulative and not exclusive of any other right, power or remedy.

25.0 Applicable Law

25.1 Any dispute arising out of or in connection with this Agreement shall be construed in accordance with the laws of England and Wales, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

26.0 Waiver of Condition

26.1 You agree that we may retain copies of personal information that you provide when registering for the Service(s). This information may be used by us to improve the Service(s) and/or to contact you with information on our behalf in connection with the Service(s). You further agree that we may retain such information for as long as is necessary to discharge our obligations under this Agreement or to comply with any applicable legal or accounting requirements.

28.0 Bandwidth Provided

28.1 Highspeed Office Service(s) offers a standard monthly bandwidth to qualifying users. The bandwidth delivery mechanism may indicate that the actual capacity delivered is slightly above or below the stated capacity, but in any
case will be within five (5) percent of the specified figure (for example the 95th percentile value less your base capacity). Where the minute averages fall between 1.9 Mbps and 2.1 Mbps, Where, for reasons beyond our control, bandwidth falls below this range, we reserve the right to pro-rate your monthly bill for the loss of service. Where, for reasons beyond our control, bandwidth falls below this range, we reserve the right to pro-rate your monthly bill for the loss of service.

29.11 In the event that hSo provides you with a wireless router as part of your Service, the Customer agrees that they shall only be used with the hSo: Voice Service(s) via CPS during the term of the Agreement.

30.06 ISDN-based data calls are currently not supported over the hSo IP network. If this is a core requirement, you should speak to your account manager about alternative routing options.

30.07 Where you are paying no line rental because of a negotiated minimum spend commitment, we reserve the right to charge line rental in the event of bandwidth usage falling below your committed minimum spend.

30.08 If you purchase our directly connected voice Service(s) and/or Managed Voice, we will also install our indirectly connected voice Service(s) via CPS during the period of the direct connection. The indirect connection will ensure that our network is more quickly and to provide an additional layer of resilience in the event the direct connection is interrupted. Rates for the indirect connection Service(s). Rates for periods using the indirect service shall be the same as those quoted for Indirect Voice.

30.10 hSo: Managed Voice(s) (a) Managed Voice(s) can only be supplied to customers who can prove an actual requirement for this service over and above your base installation period of the Service.

(b) We recommend that you use an uninterrupted power supply (UPS) to prevent a power failure. A UPS can protect your telephone lines from a power outage. Failure to do so means that telephony services will be lost in the event of a power outage.

(c) We will provide you with a factory structured cabling network in place prior to the delivery of the Managed Voice+ handset option.

(d) In the event that no cabling exists hSo can arrange for an outside contractor to complete this work but this will be conducted at your expense.

30.11 hSo: Number Translation Services (NTS) (a) We will supply you with the relevant access number as listed on your Customer Order Form. Where you require a change to your access number, we will also provide you with a memorable number (meaning any Access Number which is not in use, not in use on the same line or number to be memorable).

(b) We cannot confirm that a number is yours until calls have been placed using your Service. Where you are unable to contact us due to a connection by the telecommunications company to whose equipment the number is being connected, or from whom the number has been sourced. No advertising/promotions/sigs or stationery changes should take place until number allocation has been confirmed and your billing statement confirms the number is your own.

30.12 (a) NTS services are only available where the terminating agent is a UK-based geographic PSTN number.

(b) Notwithstanding payment of any connection fee, if any number is not connected and mapped to an underlying landline within 91 days of your request, we will arrange for you to be notified of the at least 250 minutes of inbound calls per month, then we may, at our discretion, terminate the connection, upon reimbursement of the connection fee and any subsequent call charges by you to the then current connection charge of £100 per number.

(c) Where you are entitled to suspend or terminate NT S under this Agreement, we will be notified and any connection fee charged to you.

31.1 Where your Connect circuit is delivered, or partly delivered, over a BT End User Access line, any Service Level Agreements on availability do not include the BT End User Access Line.

31.2 Where we provide you with ISDN or PSTN lines, we reserve the right to pro-rate your monthly bill for the loss of Service. Voice traffic over these lines will be charged at normal hSo:Voice Service rates unless agreed otherwise in writing.

32.2 We will agree a Migration Plan with you. Subsequent amendments to this Migration Plan that are undertaken at your request, will incur a reasonable surcharge to reflect the actual cost of the amendments. The surcharge will be charged to the hSo Service Data for this product to be extended by a reasonable period.

33.02 The maximum size of an email (including attachments): hSo:Email +:

33.03 The maximum attachment size that can be sent is 5MB.

33.04 We will provide you with Software to enable you to install user

33.05 hSo: Email-

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Customer's Email Systems are being used as an Open Relay or (c) the Equipment any other item of equipment or -o has no e to abide by the environmental and power usage -ault, you are the sole -P addresses -tained in ts -by hSo and you accept that your use of the Ser -ruption to the Service(s) by endeavouring to undertake such -Terms and Conditions and our Acceptable Use Policy. -purchased from us, you may include on your website ad -to make on your behalf, changes to the firmware, software, hardware -s, viruses sent or received by you that were not capable of being -The Customer acknowledges and agrees that hSo has no control or influence over the content of the Emails processed by the Service provided by us is adequate and -employees, or Customers, of loss, damages, liability, costs, and -employees, or Customers, of, loss, damages, liability, costs, and -employment. -found, and that you will maintain a complete and up to date written -sections such and that you will maintain a one hundred percent -be brought by a third party to the extent relating to Customers breach of -accidents. For the avoidance of doubt, where such applications fail, the registration fee is itself refundable. 37.5 -registration rates. (c) conform with all generally accepted internet protocols -C -enful of the Service(s) to be delivered and hold hSo and its respective officers, agents, employees, contractors, subcontractors, suppliers, creditors, and all other persons having or claiming any -that you are the best judge of the value of the data being transmitted, -resulting service is ordered, non-RAIDed storage only will be provisioned. 39.3 The capacity of the (installation) Service(s) allocated to you will be limited to three times the amount of the Minimum Commitment set out on the Order Form. 40.1 hSo: Vault Express. Where Vault services are delivered Off -net, bandwidth for back -up and restores is limited to 1Mbit/s. 40.2 Customer requests for assistance from hSo in undertaking a -as a result of such a move. 40.3 You may request at any time that hSo delivers data to you on -Vault Express. 41.1 Where you have requested that we nov -a BT circuit from you for use to us, we will use all reasonable endeavours to ensure that this occur. -of the IP Addresses (provisioning, resetting and the like). 41.2 Where you have requested the delivery of your domain shall provide you with correct and up-to-date information in relation to the IP Addresses and shall provide us with the Customer contact details of the party responsible with IP addresses. The Customer shall notify us immediately of any change of address or billing details. Until such notification, the last notified address and billing details shall be presumed to be correct. 41.3 The Customer shall provide for the use of our Internet facilities in a manner that does not infringe the rights of other users of our Internet facilities. 41.4 Customer requests for assistance from hSo in undertaking a service of the Internet. 41.5 We do not warrant that the requested IP addresses will be available to you at all times, or at all times during any particular part of the Internet. 41.6 The Customer shall be liable for all losses and costs of the use of the IP addresses provided to it. 41.7 We do not accept liability for damages caused by a failure by us or the RIPE NCC, or for any errors or inaccuracies in the IP addresses available (on time), or for any losses to you that are incurred because of the unavailability of the Service in any manner that violates or infringes any third party -i into the market place in relation to Customers breach of -s per hour at hSo’s then current excess power usage rate. 36.8 You are unable to accept any liability whatsoever arising out of or in relation to your use of the Service(s) to be delivered and hold hSo and its respective officers, agents, employees, contractors, subcontractors, suppliers, creditors, and all other persons having or claiming any -and in relation to Customers breach of -s, or during the delivery of the Service(s), you may request that we undertake complementary -in place without the prior written agreement of hSo; or -of the application for the registration of such domain name; -of our colocation facilities or any of them, you agree to abide by the terms of our Access to Colocation Facilities, Environment and Power Usage Policies. 39.2 Where you have purchased a maintenance contract from us in respect of a kiosk you have purchased from us you agree: (a) not to allow any person other than hSo to undertake an -request of two years. 38.1 Pricing for standard hSo:Vault and hSo: Vault Express is based upon the peak amount of data stored during the billing period and the amount of data transferred through standard hSo:Vault over the previous period. 38.2 On hSo: iStorage; -available (on time), or for any losses to you that are incurred because of the unavailability of the Service in any manner that violates or infringes any third party -example of the Internet. 43.4 You may agree to undertake various consultancy projects, provide other services, or during the delivery of the Service(s), you may request that we undertake complementary -of the Internet.

Office Use Only: Customer Order Number:
43.12 We shall be entitled to terminate the Agreement forthwith with immediate effect by reason of a breach of any provision of this AUP by you without being liable to pay damages to the Customer and without prejudice to our right to claim (additional) damages from the Customer if: (i) the Customer does not comply with any (revised) provisions of this AUP or the Customer fails to observe any rule of applicable law, which should be adhered to by the Customer and which, in the opinion of us, is of such a nature as to justify immediate termination.

43.13 Upon termination, the Customer shall no longer be entitled to and shall refrain from use of the IP addresses and the IP Address may be re-assigned by the RIPE NCC or us to other Customers. The Customer understands and accepts that it has not and undertakes not to make any claim against us or the RIPE NCC for the continued use of the IP addresses.

43.14 Where the Customer requests Independent Internet Number Resource assignments from the RIPE NCC, the Customer agrees to the provisions of the RIPE Agreement for Independent Internet Number Resources.

Part C Abusive site visits

44.0 We reserve the right to raise an Abusive Visit Charge in the following circumstances:

(a) When our engineer attends an incorrect address provided by you, your agent or representative;

(b) When our engineer arrives to carry out the installation at the address provided by you, but you no longer want the installation completed;

(c) When our engineer is refused entry to your address, or no access can be gained at the time agreed between you and us;

(d) When the site for installation does not meet the criteria specified by us as requirements for installing the Service(s) e.g. minimum space requirements, availability of power etc;

(e) When a problem reported by you is not verified by us, and following your request for an engineering visit, we cannot confirm the existence of the reported fault.

Part D Billing Change and Charges

45.0 The configuration and format of invoices is established at the time of your acceptance of the first invoice for Service(s) under an Order. Where you are already receiving invoices from us in respect of other Orders and no instructions have been received by you to the contrary, billing will be added to the existing invoices and follow the format and configuration thereof. Where you have supplied us with billing codes prior to the creation of the first invoice under an Order, these will appear on the invoice. Where you subsequently require changes to the format or configuration of invoices, an administrative charge will be levied in accordance with our prevailing rates at the time you request the change(s) to be made.

Acceptable Use Policy (AUP)

1.0 This AUP sets out for the policy for the acceptable use of our Service(s). We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this AUP.

General

2.0 Clauses 3 - 7 apply to all of our Service(s).

Acceptable Use

3.0 Subject to the following paragraphs, our Service(s) may only be used for legal activity that is in furtherance of your business aims, subject to payment by you of the appropriate charges.

Unacceptable Use

4.0 Our Service(s) may not be used:

(a) For accessing, retrieving, creating, displaying, transmitting, storing or otherwise treating (other than for properly supervised and lawful research purposes) images, text, data or other material capable of being resolved into such images, text data, or sounds (including voice traffic) which is obscene, indecent, abusive, menacing, offensive or otherwise exceeds the bounds of generally accepted standards of good taste and ethics;

(b) For creating, transmitting or storing material that is designed or likely to cause annoyance or inconvenience or needless anxiety;

(c) For creating, making or attempting to create, or false or hoax calls to emergency services;

(d) For transmitting or attempting to transmit any material in violation of export control legislation or regulation;

(e) For creating, transmitting or storing defamatory, scandalous or libellous material;

(f) For transmitting, using, making available, copying, broadcasting, storing or publishing in whatever form any data, information, material or statement which infringes the intellectual property rights of any person or legal entity;

(g) For transmitting unsolicited commercial or advertising material in breach of the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) or of any other applicable legislation and regulation;

(h) For attempting or establishing unauthorised access to, or facilitating a breach in the security devices of machines resources or networks when interfering with service to any user, host or network (referred to as "denial of Service" or "DOS" attacks), without the prior consent of the owner of that machine, resource or network;

(i) For deliberate activities with any of the following characteristics: corrupting or destroying other users' data; violating the privacy of other users; and other misuse of our systems or networks, such as for the introduction of "viruses";

(j) In any instance where such use is likely to cause damage or injury to person, property or business may occur if any error occurs, and you assume all risk for such use; or

(k) In any way that, in our reasonable opinion, is likely to affect the quality of any Service(s) we supply to you or to others.

5.0 Where our Service(s) are used to access another network, any abuse of the acceptable use policy of that network will also be regarded as unacceptable use of our Service(s).

Responsibility for Content

6.0 We are unable to exercise control over the content of information passing across our network, and accordingly we will not take responsibility for material created on, or available through our Service(s), unless it appears on our own site. We do not monitor other sites, but when it is brought to our attention that sites on our network may be operating in breach of this AUP or any law, we reserve the right to monitor and take action against those sites, in which case we will co-operate fully with any relevant authority in bringing the misuse to an end. You will immediately remove any material that we feel contravenes this Policy or our Terms and Conditions upon being asked to do so.

7.0 We are not responsible for the content of websites linked to our own site. Such links are provided as navigational tools only.

Clauses 8 - 12 impose additional obligations on users of: HsIo, HsIo Access, HsIo ADSL, HsIo: Global Access, HsIo: Hosting

8.0 You will not use the Service(s) to facilitate, publish send or cause to be sent or forwarded:

8.1 either large numbers and/or large messages, or a message of respective size at such frequency that it causes the recipient annoyance, and/or causes the recipient's mailbox to become unable to cope with the volume of email traffic directed at it and disabling said mailbox. For the avoidance of doubt this prohibits the use of IP Multicast other than by means provided and coordinated by HighSpeed Office;

8.2 chain letters, unsolicited commercial or Bulk Email; or

8.3 malicious messages and/or viruses to cause annoyance or disrupt the use and enjoyment of another user's service whether a Customer of HighSpeed Office or some other service or online provider.

9.0 You will not cause any other user of our Service(s) or any other service to be subscribed to a mailing list or other service without that user's prior consent.

10.0 You will not create or produce a header or document that shows any message as originating from anywhere other than it's true point of origin, or that causes replies to any message to be directed to a machine to which you neither have a right nor permission to cause replies to be directed.

11.0 You will not use your own personal or corporate website to publish or distribute spamming software, lists of personal or corporate email addresses (except where each and every address has given their express permission) or any personal data, except where such data is in strict accordance with the Data Protection Act 1998, and all other applicable regulation and legislation.

12.0 You will not use unsolicited email messages or cause such to be used in order to draw attention to, promote, or otherwise advertise your website.

Fair Usage Policy

By Accepting our General Terms and Conditions, you agree to be bound by our fair usage policy for broadband services. We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this Fair Usage policy.

General

This Policy is created to ensure that your broadband service (ADSL, SDSL) is fast and reliable whenever you use it. Some of our customers and users use peer-to-peer technology (P2P) or file sharing software which allows users to download large files including music and videos on a daily basis. This file sharing technology uses up lots of bandwidth leaving less available for you and other users who results in a much slower service especially at peak times. You are unlikely to be affected by this policy if you are not using this file sharing software or downloading large files. HighSpeed Office feels your usage is heavy or excessive especially at peak times of the day. HighSpeed Office may do one or more of the following things by notice in writing:

(a) reduce the transmission speed of your broadband while we continue to monitor your usage;
(b) impose a monthly cap on your use of the broadband service which you may not exceed;
(c) limit your use of the broadband service with other users in the same excessive usage category as you;
(d) reduce your quality of service;
(e) suspend our Agreement or the broadband service with you; or
(f) terminate our Agreement or the broadband service with you.

Where possible, we will suggest some immediate steps we would like you to take including asking you to refrain from up-loading or downloading large files at peak times.

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Office Use Only: Customer Order Number: