Part 6 General Terms and Conditions

16.0 Definitions

16.1 In these General Terms and Conditions, the following words and expressions have the meanings given to them in the provision of all HighSpeed Office Services.

1.0 Terms and Conditions

1.1 These Terms and Conditions apply to the provision of all HighSpeed Office Services.

2.0 Definitions

2.1 For the purposes of these Terms and Conditions, the following definitions shall apply:

"Customer" means the person or entity entering into the Agreement with hSo.

"hSo" means hSo Limited, a company incorporated in Jersey with limited liability and registered in Jersey under number 59070, whose registered office is at the 6th Floor, Ocean Square, St Helier, Jersey, JE2 3UZ. hSo is a wholly owned subsidiary of Orange Business Services S.A. hSo reserves the right to vary the names and addresses of customers, suppliers or agents (both joint and sole) and to do so may result in additional charges being levied by us to the affected party’s employees, agents or subcontractors; acts or omissions of third parties for whom the affected party remains responsible.

"Customer Order Form" means any order form completed or signed by the Customer for the supply of a Service.

"Customer Information" means the data stored with us by the Customer, or transmitted over our lines and/or services.

"Customer Service" means any services provided by hSo to the Customer.


"Customer User Line" means a BT User Line.

"Customer User line" means a BT User Line.

"Customer User Lines" means BT User Lines.

"Customer User site" means a BT User site.

"Customer User site" means a BT User site.

"End User Service Information Location" means the end user’s contact information as identified in Clause 21.0 and/or Clause 22.0.

"End User Service Information Location" means the end user’s contact information as identified in Clause 21.0 and/or Clause 22.0.

"Function" means any function of, a wayleave or other utility right.

"General Terms and Conditions" means the terms and conditions set out in these General Terms and Conditions, and the Agreement.

"Government Department" means any department of the United Kingdom, any national or local government, any authority or any public body in the United Kingdom, any department of Government, any authority or any public body in the United Kingdom.

"hSo CloudDirect" means any authorised ISV software involved in the hosting of Customer’s content.

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"hSo CloudServices" means the Services which hSo makes available to customers, including hSo CloudDirect.

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"hSo CloudServices Agreement" means any Agreement,hSo CloudServices, hSo CloudServices Agreement, hSo CloudServices Agreement.

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35.4 Certain Top Level Domains

35.3 You warrant to us that you have the legal right to the name being registered and that you are not breaching any intellectual property rights of a third party in doing so. You agree to indemnify and hold us harmless against any and all claims, actions, losses, liabilities, damages, costs and expenses which may arise from or in connection with your registration of any domain name. This indemnification covers any action or proceeding by or on behalf of any person against us pursuant to any proceeding at law or in equity, whether or not such proceeding results in a judgment for monetary relief.

35.2 Any dispute or controversy arising out of or relating to this Agreement or the breach thereof, if not resolved by mutual agreement shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the Centre for International Dispute Resolution ("CIArB") then in force. The arbitration shall take place in London, at the seats of the CIArB, before one arbitrator. The seat of the arbitration shall be London, the law applicable in the arbitration shall be English law and the language of the arbitration shall be English.

35.1 The Customer agrees that if the domain name is not renewed prior to the expiry of the initial registration period, or extended registration period, the domain name will be released to the Internet community and the Customer shall have no right to reclaim it. You should renew your Order Form and the Customer undertakes to ensure that it is received by us (or our nominated service provider) at least two (2) business days prior to the last day of the Initial Registration Period or of any subsequent Registration Period.

34.19 In the event of a dispute arising between us and the customer as to whether or not certain actions or traffic is fraudulent; mimicking the number of an existing network; or for performance reasons, then the customer will be charged for a minimum space requirement of four hours. The cost of the minimum space requirement will be charged at the time spent using our Services, you should comply with Linx Current Best Practice and all applicable regulation and legislation.

34.18 Where the Customer requests Independent Internet Number Resource assignments from the RIPE NCC, the Customer agrees to the following:

34.17 The Customer grants to us an irrevocable power of attorney to complete and register the Order Form and to perform any further acts and/or execute any further documents as may be required in connection with the Order Form. In the event of our receiving instructions to that effect, the Customer shall be deemed to have agreed to the terms and conditions set out in this Agreement and the Customer shall be bound by the same as if they had been signed by the Customer. The granting of this power of attorney shall be without prejudice to the Customer's right to revoke it at any time.

34.16 Where the Customer responds to a request for registration on your behalf 30 days prior to the last day of the Initial Registration Period or of any subsequent Registration Period. 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