

THESE STANDARD TERMS AND CONDITIONS APPLY TO THE SUPPLY OF ALL THE SERVICES OFFERED BY THE COMPANY, NO TERMS AND CONDITIONS ENDORSED, DELIVERED WITH, OR CONTAINED IN THE CUSTOMER'S PURCHASE ORDER, CONFIRMATION OF ORDER, TENDER, REQUEST FOR SERVICE, OR OTHER DOCUMENT WILL FORM PART OF THESE TERMS AND CONDITIONS OR THE CONTRACT BETWEEN THE COMPANY AND THE CUSTOMER.

YOU MUST READ THESE TERMS AND CONDITIONS BEFORE ACCESSING THE COMPANY SERVICES AS YOU WILL BE DEEMED TO HAVE ACCEPTED THEM AND TO BE BOUND BY THEM WHEN THE COMPANY SERVICE IS USED.

The Company may vary these Conditions or any provision thereof at any time by giving notice via the Website, save that the Company shall have the right to vary any provisions of these Conditions without giving notice to the customer where such change is necessary to comply with any statutory, regulatory or insurance requirement (including changes to the Act) coming into force after the date of this Contract.

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1 Definitions

1.1 In these Conditions the following expressions shall have the following meaning unless the context otherwise requires:

1.2

"Act" means the Communications Act 2003;

"Additional Charges" means the charges levied for the Additional Services by the Company, from time to time as published on the

Price List;

"Additional Services" means other hosting and mail or other internet related service or services that are offered by the Company from time-to-time including but not limited to Active Server Pages ("ASP") for website development and hosting services; Common Gateway Interface ("CGI") for websites; web hosting service for the storing and provision of websites ("Front Page Extensions"); Personal Home Page ("PHP") for website hosting; an Email relay system and services ("POP3"); Simple Mail Transfer Protocol ("SMTP") for relay email messages; Standard Query Language ("SQL") for website hosting; bandwidth, anti virus and anti spam and other related services;

"ADSL Service" means the Asymmetric Digital Subscriber Line broadband service and agreement between the Customer and/or the End User and the Company. This product is installed by a BT engineer;

"ADSL 'Wires Only' Service" means the Asymmetric Digital Subscriber Line broadband 'self install' service and agreement between the Customer and/or the End User and the Company. This 'self install' product requires additional Equipment;

"Associated Company" means other associated companies including, but not limited to, 186k Limited (Registered No. 04937421) whose registered office is situated at 195 North Street, Leeds, West Yorkshire. LS7 2AA;

"BT" means British Telecommunications plc (Registered in England No. 1800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ

"Call" means a signal transmitted over a telecommunications network which is used by the originator of the signal for the purpose of connection to the Internet;

"Charges" means the standard monthly charges levied by the Company from time to time in respect of the provision of the Company Service as published on the Price List;

"the Company" means 186k Ltd Registered Number 04937421 whose registered office is at 195 - 197 North Street, Leeds, West Yorkshire. LS7 2AA or any Associated Company

"the Company Network" means the telecommunications and IP network operated by the Company;

"the Company Service" means any of the ADSL Service, ADSL 'Wires Only' Service, Additional Services, Company Support Service, Domain Services, Package Services offered by the Company and purchased by the Customer pursuant to a Contract;

"the Company Support Service" means the online support services to be provided to the Customer and End-Users by the Company as specified in Clause 6 herein;

"Conditions" means these standard terms and conditions (including the schedules) for the provision by the Company of the services described in this Contract;

"Contract" means this agreement (including the Conditions) between the Customer and the Company for the provision and use of the Company Service for the Term;

"Customer" means any person or organisation with which the Company enters into a Contract;

"Customer and End Customer/User Support Telephone Number" means a National Rate Number provided by the Company to the Customer to enable the Customer and the Customer's End Users to access the Company Support Service;

"Dial-up Service" means connection to the Company Network to access the Internet using an 0845 or 0844 local rate number or a Flat Rate Internet Access Call Origination ("FRIACO") number or any other number provided by the Company;

"DNS" means the Domain Name System servers used by the Company from time to time;

"Domain Name" means a Domain Name activated in the Company Service;

"Domain Release Fee" the £29.37 (£25+VAT) administration charge (as varied from time to time via the Price List) made by the Company for the release of a Domain Name registered via the Company Service and/or attached to the IPS Tag;

"Domain Renewal Fee" means the annual charges, payable in advance, for a domain activated in the Company Service and/or using the Company DNS;

"Domain Services" means domain registration, domain renewal, domain release and other domain services performed by the Company from time to time;

"Email" means electronic mail;

"End User" means any person or organisation with whom the Customer enters into an agreement whether alone or in conjunction with a third party and which is subject to these Conditions;

"Equipment" means the ADSL modem or router provided by the Company for the use with the ADSL 'Wires Only' Service only;

"ICSTIS" means the governing body for regulating Premium Rate Numbers and Services;

"Initial Term" means the initial term specific to each Company Service as specified on the Website at the time of purchase of the relevant Company Service;

"Internet" means a global communications network;

"IP Number" means the Internet Protocol number as registered with RIPE allocation authority for identifying a users access to the Company network

"IPS Tag" means 'MINX' or the IPS tag identifying domains controlled by the Company;

"Nominet UK" means the recognised naming authority over the .UK Domain Name register;

"Online Payment Facility" means the Mercury and WorldPay secure online credit/debit card and Direct Debit payment system or such alternative payment system or method as deemed suitable by the Company from time to time;

"Package" means the bundled Package Services;

"Package Services" means individual additional value added services which may be subject to their own terms and conditions as defined from time to time;

"Premium Rate Number" means a telephone call costing 50p or 75p per minute or any other rates set within guideline from ICSTIS

"Price List" means a list of the current prices for the Company Services and any other fees payable which is available from the Website;

"Registrar" means the Domain Name registrar that is accredited by the Internet Corporation for Assigned Names and Numbers ("ICANN");

"Registrar Renewal Fees" means the fee required from time to time by a Registrar for the renewal of Domain Name for a further period;

"Renewal Term" means a period subsequent to the Initial Term and of equal duration to the Initial Term;

"Supported Software List" means the list of software and applications that are supported by the Company from time to time as published on the Website;

"Telephone Number" means 0845 local rate and 0870/0871 national rate, 0800 freephone and any other number that is provided by the Company, charged (as applicable) at the associated telecommunications company tariff from time to time in force;

"Term" means the aggregate of the Initial Term and any Renewal Term (as applicable);

"Website" means the website and relevant links or other such internet address which may be adopted by the Company from time to time;

"WorldPay" means WorldPay Limited (Registered in Jersey No. 69490) whose registered office is situated at 12-14 David Place, St. Helier, Jersey, JE2 4TD;

1.3 Any reference to these Conditions or to any provision of a statute, statutory provision or subordinated legislation shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time and shall (except where the context otherwise requires) be deemed to include any rules, regulations, orders, notices, directions, consents or permissions made under that legislation.

1.4 The headings in these Conditions are for convenience only and shall not affect the interpretation of these Conditions.

1.5 Any typographical, clerical or other error or omission in any sales literature, quotation, Price List, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.6 Reference to the singular shall include the plural and vice versa.

2 Dial-up Service

2.1 The Dial-up Service shall be provided for the Term and is obtained via accessing the Company Network using a Telephone Number. The Customer acknowledges and agrees that the Company cannot be held responsible where the Dial-up Service is unavailable or inoperable for any reason or for 3rd party connections to the Company Network.

2.2 The login ID and password are unique to the Customer. The Customer accepts that it is solely responsible for maintaining the confidentiality of its login ID and password. The Customer shall notify the Company of any change of any login ID or password that it believes that may have been compromised.

2.3 Although the Company will attempt to provide the Customer or End User with the best possible service, the Company cannot guarantee that the Dial-up Service will be fault free and the Company warrants that all reported faults will be dealt with in a timely and professional manner.

2.4 The Customer is responsible for all its, and that of its End User's, use of the Company Service through the use of its log-in ID and password. Any unauthorised use of the Company Service and/or of the Customer's log-in ID and password should be notified to the Company immediately.

2.5 The Company shall have the right, from time to time, to change the Customer's log-in ID and/or password and/or Telephone Number in order to comply with any legal or regulatory obligation, or for the purpose of essential network maintenance, enhancement, modernisation or other work deemed necessary to the operation of the Company Service and any such changes shall be notified via the Website.

2.6 The Customer expressly permits the Company to use and store information relating to any End User or of any call routed through the Company Network including, without limitation, information as to the origin, destination, duration, route and time of calls, for the purpose of collating statistics therefrom which will be of assistance to the Company in its network and business planning.

3 ADSL Service & ADSL 'Wires Only' Service

3.1 The ADSL Service and ADSL 'Wires Only' Service are intended to provide the Customer or the End User with high speed network access to the Internet and will be provided to Customer or the End User at the premises as specified on the relevant service application form.

3.2 A set-up fee and a subscription fee (dependent upon the Initial Term) are required before the ADSL Service or the ADSL 'Wires Only' Service is activated. The set-up and subscription fees as specified in this Clause 3.2 are non-refundable. Details of the

set-up fees and subscription fees can either be requested from the Company by email or found on the Website.

- 3.3 The contract for the ADSL Service and the ADSL 'Wires Only' Service commences when the Company receives the duly completed order form and fees (detailed in Clause 3.2 above) from the Customer or End User.
- 3.4 Before the Company can be certain that the ADSL Service or the ADSL 'Wires Only' Service can be provided to the Customer or End User the following tasks need to be completed by the Company:
- 3.4.1 the successful completion of a line test and survey; and
 - 3.4.2 if applicable, the ordering of the Equipment needed for the Customer or the End User to use the service; and
 - 3.4.3 the successful activation of the ADSL Service or the ADSL 'Wires Only' Service as appropriate.
- 3.5 If the Company cannot provide the Customer or the End User with the ADSL Service or the ADSL 'Wires Only' Service because one of the above cannot be successfully completed the Company will notify the Customer or the End User as soon as reasonably possible.
- 3.6 If the Company needs to arrange the installation of the equipment by a BT engineer at the Customers or End User's premises the Company may give advice on the preparation of the premises. As a minimum, the Customer or End User will need to provide a BT PSTN phone line and a suitable location for the BT equipment.
- 3.7 If access to install the BT equipment on someone else's premises is required in order to provide the Customer or End User with the ADSL Service or the ADSL 'Wires Only' Service, then the Customer or End User will need to make any necessary arrangements prior the visit by the BT engineer.
- 3.8 When the BT equipment is being installed at the Customer or End User premises the normal expectation is that the Customer or End User will be likely to lose their telephone service for between a few minutes and two hours. This is because the existing connection needs to be replaced to allow access to the ADSL Service.
- 3.9 Although the Company will use all reasonable efforts to ensure installation of the ADSL Service or the ADSL 'Wires Only' Service by the date agreed, all dates are estimates only and the Company cannot guarantee that it will meet any target date and accepts no liability for any failure to meet such target dates.
- 3.10 To ensure that the ADSL 'Wires Only' Service remains safe and secure, any equipment connected to or used with the ADSL 'Wires Only' Service must be used in accordance with all relevant instructions and all safety and security procedures supplied.
- 3.11 In the event that the Customer or End User has purchased the additional Equipment direct from the Company, the Equipment will be pre-configured and ready for use when delivered. The Customer or End User is expected to install the Equipment by following the instructions provided. Technical support is available subject to Clause 6. All Equipment is tested prior to delivery, however if on inspection the Equipment is found to be faulty, the Customer or End User will be expected to first telephone the Company using the Customer and End User Support Telephone Number and if the fault cannot be fixed remotely the Company may advise the Customer or End User to contact the Equipment supplier direct for further diagnostic checks to rectify the problem.

- 3.12 Any Equipment is supplied with a 12 months return to base warranty as well as support from the manufacturer and telephone support by the Company subject to Clause 6. In the event that the Equipment is found to be faulty, the Customer or End User must obtain an authorised returns number from the manufacturer before the Equipment is returned to the manufacturer (not to the Company) intact and in the original packaging. Failure to do this may result in the manufacturer refusing to accept the returned Equipment.
- 3.13 The Company will not be held responsible if the Customer, End User or 3rd party engineer installs the Equipment incorrectly or where a fault is reported by the Customer or End User in circumstances where the Company did not supply the equipment. The Company may request that the Customer or End User contacts the supplier of the equipment in order to check it is functioning correctly and that it has been correctly configured. In the event that the fault falls outside the responsibility of the Company (as detailed in this Clause 3.13) or where no fault is found, the Company reserves the right to charge the Customer or End User an administration fee of £50 + VAT for any use by the Customer or End User of the Company Support Service and any other costs incurred by the Company at its applicable man-hour rate.
- 3.14 If the Customer or End User has ordered the ADSL Service or the ADSL 'Wires Only' Service as part of a Package, then if for any reason the ADSL Service or the ADSL 'Wires Only' Service is suspended or terminated, the associated Package Services, including the Domain Name Services, will also be suspended or terminated. In the event that the Customer or End User requests the continuation of any of the Package Services then the Customer or End User will need to re-apply online for the Additional Services to be activated subject to the Price List. For the avoidance of doubt any associated Domain Names that were registered as part of a Package and are consequently released or transferred to another ISP will be subject to the Domain Release Fee.
- 3.15 The Company may from time to time need to temporarily suspend the ADSL Service or the ADSL 'Wires Only' Service for operational reasons, repairs, planned maintenance or upgrades. In this event the Company will give the Customer or End User as much notice as possible via the Website and email where possible.
- 3.16 From time to time the Company may need to alter code, access numbers or technical specification associated with the ADSL Service or the ADSL 'Wires Only' Service for operational reasons and in this event the Company will endeavour to give the Customer or End User as much notice as is reasonably practical. The technical specification will normally only be changed where this will not materially affect the performance of the ADSL Service or the ADSL 'Wires Only' Service.
- 3.17 The Company may from time to time give the Customer or End User instructions on the Website regarding its code of practise and acceptable use policy concerning the use of or the use on the ADSL Service or the ADSL 'Wires Only' Service to ensure the quality of the service the Company provides to the Customer or End User and other customers and the Customer or End User undertakes to observe and abide by any such codes of practice or acceptable use policies from time to time in force.
- 3.18 Although the Company will attempt to provide the Customer or End User with the best possible service, the Company cannot guarantee that the ADSL Service or the ADSL 'Wires Only' Service will be fault free and the Company warrants that all reported faults will be dealt with in a timely and professional manner.
- 3.19 The Company shall maintain and control ownership of all IP Numbers and addresses that may be assigned to the Customer or the End User by the Company and the Company reserves, in its sole discretion, the right to change or remove any and all such IP Numbers and addresses.

4 Additional Services

4.1 Additional Services may be made available by the Company from time to time to the Customer and the End User. Such Additional Services shall be subject to Additional Charges levied by the Company from time to time.

4.2 The Customer and the End Users shall pay for the Additional Services online and agree to use the Online Payment Facility or such alternative payment system as deemed suitable by the Company from time to time.

4.3 If the Customer or End User places an order for Additional Services, then the Customer or End User accepts full responsibility for the order and the accuracy of the information provided to the Company and no allowance will be made for orders cancelled once the Company has provided or set-up the requested Additional Service. The Customer and End User agrees that if an Additional Service is ordered by the Customer or the End User that contractually binds the Company to a minimum contract period for the Additional Service then the Customer and End User agrees to indemnify the Company for all monies due by the Company for the remaining period of the said contract in the case of default or cancellation by the Customer or End User.

4.4 At the time of purchase of any Additional Services and from time to time the Company will give the Customer or End User instructions on the Website regarding its code of practise and acceptable use policy concerning the use of any Additional Services to ensure the quality of the service the Company provides to the Customer or End User and other customers and the Customer or End User undertakes to observe and abide by any such codes of practice or acceptable use policies from time to time in force.

5 Domain Name Service

5.1 In the event that the Customer or End User contracts with the Company for the Domain Name registration service, the Company shall use reasonable endeavours to procure the registration of such a Domain Name as the Customer or End User may request subject to the remaining provisions of this Clause 5 and provided always that the Company can, at its sole discretion, reject an application for any reason without incurring any liability therefor.

5.2 The Company may from time to time include a Domain Name as part of a Package. In the event that a Customer or End User chooses a Package that includes a Domain Name then the domain name must be registered at the time the Customer or End User orders the Package and no allowance will be made if this option is not required at the time of order. If the Customer or End User subsequently makes a request for a Domain Name then this will be charged at the current price detailed in the Price List.

5.3 The registration and use of any Domain Name is subject to the terms and conditions of use applied by the relevant naming authority from time to time.

5.4 The Company makes no representations that any Domain Name that the Customer wishes to register is capable of being registered by or for the Customer and the Company shall not be liable to the Customer or End User for any direct, indirect or consequential loss, damage cost or expense including without limitation any loss of profit, business or anticipated savings suffered in the event that such requested Domain Name is lost or is not available and/or not registrable or in the event that the relevant Domain Name regulatory authority suspends, revokes or refuses or fails to complete any registration of such Domain Name.

5.5 The Company shall not act as agent for or on behalf of the Customer or End User in any dealings with regulatory authorities.

5.6 An application for the registration of a Domain Name cannot be treated as being successful until the Customer and/or End User has

been notified that the requested Domain Name has been registered and an entry has been made by the relevant naming authority in their 'whois' database. The Customer and/or End User agree not to take any action in respect of a requested Domain Name until notification has been received from the Company.

5.7 The registration of a Domain Name does not confer any legal rights to a Domain Name or its use and any disputes between the Customer and/or End User and a third party are to be settled using normal legal methods. The Customer and/or End User expressly agrees that it shall not involve or join the Company into any such dispute or claim in any circumstances unless otherwise agreed by the parties in writing and signed by an officer of the Company.

5.8 The Customer and/or End User undertake to provide the following information required by Nominet or any other Registrar for the domain registration process:

5.8.1 the Domain Name requiring registration;

5.8.2 the full name (or the name of the authorised person for contact purposes if the domain holder is an organisation, association, or corporation), legal status of the registrant, postal address, email address, voice telephone number, and fax number (if available).

5.9 The Customer and/or the End User further undertakes that:

5.9.1 information supplied to the Company for Domain Name registration is true, complete and accurate, and the Customer and/or the End User acknowledges that incomplete applications can be refused and that the Company will charge an administration fee where incorrect information is supplied and an amendment is required and the Customer and/or End User will be liable for any costs incurred in the registration of an incorrect Domain Name;

5.9.2 it will notify the Company of any changes in circumstances immediately;

5.9.3 it will be bound to Nominet UK and other registrants terms & conditions and if ever a dispute should arise the Customer and/or End User agree for the disputing parties to follow the code and practices of the registrants Dispute Resolution;

5.9.4 it shall comply with all legal and regulatory requirements relating to the activities it is conducting.

5.10 The Customer and/or the End User hereby agrees and acknowledges that:

5.10.1 while a Domain Name that has been registered via the Company Service, the Domain Name must be held on the Company DNS servers and can only be used for services offered by the Company;

5.10.2 by registering and using a Domain Name within the .uk Top Level Domain, the Customer and/or End User agrees to enter into a contract of registration with Nominet UK on the following terms and conditions at <http://www.nominet.org.uk/nominet-terms.html>. This is a separate contract to any arrangement the Customer or End User may have with the Company;

5.10.3 the Company shall have the unconditional and irrevocable right to disclose the identity and address of the Customer and/or any End User to third parties in the event of any complaint being received by the Company in connection with the provision of the Domain Service, or relating to any information of whatever nature being transmitted by the Customer or any End User via the Company Network;

5.10.4 the Company gives no warranty or guarantee to the Customer or End User regarding the security of any data stored in connection with the provision of the Company Service against unauthorised access or use. In the event that the Customer or End User discovers any such unauthorised access or use it shall immediately notify the Company of the same whereupon the Company undertakes to take all reasonable steps to prevent such

activity, which shall, where necessary, include alerting the proper authorities;

5.10.5 the Company may at any time and without notice to the Customer and/or End User vary the storage capacity for the hosting of web sites, Email and any other Additional Services;

5.11 The Customer and/or End User agrees and acknowledges that it shall at all times be solely responsible for the fees associated with the maintenance of the Domain Names including, for the avoidance of doubt, the Domain Renewal Fees and Registrar Renewal Fees and that the Company shall not be liable for any loss incurred by the Customer arising as a result of the Customer failing to maintain the Domain Name.

5.12 The Company will not be responsible for the payment of Registrar Renewal Fees for any Domain Name not attached to the IPS Tag.

5.13 The Company will charge a Domain Release Fee if the Customer or End User should decide to transfer a Domain Name, registered by the Company on behalf of the Customer or End User, to another Internet Service Provider or if the Customer or End User requests that the DNS be altered in such a way as to make the domain usable with another Internet Service Provider's system;

5.14 Where the Customer or End User request the release of any Domain Name, registered under the Company Service, from the Company's IPS Tag, the Company will require both official written confirmation and payment of the Domain Release Fee in cleared funds from the registrant before the release of any IPS Tag is made or control of any Domain Name is relinquished by the Company.

5.15 In the event that the Company receives a bona fide request from the legal registrant of a Domain Name with notification in the required format and with clear instructions that the Domain Name is to be transferred from the direct control of the Company to another Internet Service Provider, then no modification shall be made to the DNS records for the Domain Name before the Company passes control of the Domain Name to the receiving Internet Service Provider. Deletion of any associated records on the Company servers and the Company Service may commence without notice.

5.16 The Company shall not be obliged to inform the Customer of any direct request by the registrant of a Domain Name for the release of the IPS Tag or release of control of a Domain Name.

5.17 The Customer and/or End User agrees that the transfer of Domain Name registrations may be refused if there is a dispute concerning the Domain Name or the Domain Name holder's identity or where there are any monies outstanding from the Customer and/or End User on any account whatsoever.

5.18 Failure by the Company to deliver or perform the Domain Services as a result of non-delivery or non-performance of services by any related third party shall not give the Customer and/or End User any right to delay any payment to the Company or to make any claim whatsoever against the Company.

5.19 The Customer and/or End User agree to provide accurate information and further agree that any of the following actions or inactions shall constitute a material breach of this Contract and shall be a sufficient basis for cancellation of the relevant Domain Name registration and associated Additional Services:

5.19.1 provision of inaccurate or unreliable information by the Customer and/or End User;

- 5.19.2 failure to promptly update information provided to the Company by the Customer and/or End User, or
- 5.19.3 failure to respond for over fourteen (14) calendar days to the Company enquires concerning the accuracy of contact details associated with the relevant Domain Name registration by the Customer and/or End User;

5.20 In the event that the Customer is acting as an applicant's or End User's agent, the Customer agrees to inform the applicant or End User of this Domain Name policy and these Conditions, and agrees that it has the applicant's or End User's full authority to accept these Conditions on the applicant's or End User's behalf.

6 Support Service

6.1 The Company shall provide the Customer with a Customer and End Customer/User Support Telephone Number.

6.2 When the Customer or End User contacts the Company Support Service it shall provide detailed information on the fault and the relevant usernames and passwords to assist the Company in resolving the problem.

6.3 Unless the Customer/End User has been provided with a separate support pack, the Company shall provide the Company Support Service between the hours of 9.00 am to 6.00 pm 7 days a week and shall use its reasonable endeavours to respond to any request for the support services within eight (4) normal working hours of receipt of a request by a Customer or End User save for all public holidays and over the Christmas and New Year period where the Company shall operate a skeleton staff.

6.4 The Company shall have no liability to Customers or End Users in respect of any advice given as part of the Company Support Service.

6.5 If the Customer requires a BT engineer visit the Company will require a purchase order signed from the Customer confirming that if the fault is found to be on the Customers side of the equipment they will be charged £150.00. This charge is part of the additional charges and can be found at www.186k.co.uk/Policies

7 Term, Payment Terms and Security

7.1 Each Company Service shall be provided for the Initial Term notified to the Customer/End User at the time of purchase of the relevant Company Service.

7.2 Unless notice of cancellation is provided by the Customer/End User in accordance with Clause 8 below the Company Service will continue after the expiry of the Initial Term for a Renewal Term and shall continue to be renewed for further Renewal Terms until terminated by the Customer/End User upon the provision of proper notice in accordance with Clause 8.

7.3 The Customer is not permitted to resell any Company Service unless it is an authorised partner of the Company or have received the written consent of the Company. Where the customer resells the Company Service in breach of this Clause 7.3, the Company reserves the right to charge the Customer a penalty of 50% of the value of the service sold by the Customer.

7.4 The Charges for using the Company Service and any applicable administration fees are published by the Company from time to time on the Website at www.186k.co.uk/Policies. The Company may vary these Charges and administration charges at any time. All payments made by the Customer and/or End Users shall be made free from any and all withholdings, deductions and set-offs and time for payment shall be of the essence.

7.5 All fees and Charges payable hereunder shall be exclusive of any VAT (unless expressly stated) for which the Customer and/or End User shall be additionally liable at the applicable rate from time to time in force.

7.6 The Company accepts payment by most commonly accepted payment methods including but not limited to cheques, direct debit or online via a secure server using the Online Payment Facility in pounds sterling by Visa, Delta, MasterCard, Eurocard, Switch or Solo. The Company reserves the right to cease to accept any payment via any of the payment methods listed in this Clause 7.6 or to charge an administration fee (as detailed in the Price List) for the processing of any payments provided that the Company undertakes to use reasonable endeavours to advise the Customer of such charges by Email and provided further that the Customer has complied with its obligations pursuant to Clause 7.12. The Customer or End User's financial payment details and the Customer or End User's registration information will be encrypted to minimise the possibility of unauthorised access or disclosure whilst it is on the site or being transmitted across the Internet. Where the Customer pays by direct debit, the Customer agrees that his right to receive 14 days prior notice from the Company of any amendment to be made to a variable Direct Debit mandate within the terms of The Originators' Guide and Rules to the Direct Debiting Scheme from time to time in force (or such other period of notice as may from time to time be prescribed under such scheme) is waived and the Customer agrees that the Company will not be obliged to give any notice of any such variation within the terms of the said Direct Debiting Scheme or any amendment thereto.

7.7 The Customer and End User may be subject to the Company credit management procedures from time to time including credit checks and the Company reserves the right, in its sole discretion, to refuse to provide the Company Service or to require the Customer or End User to pay such sum as solely determined by the Company as monies on account, a deposit or provide a guarantee as security against payment of future bills. For the avoidance of doubt, the Company shall not be liable for any loss incurred by the Customer arising as a result of the Company carrying out such credit management procedures (including credit checks).

7.8 The Customer and End User may receive a discount if a service is paid for annually in advance. In the event that the monthly or quarterly subscription for the same or similar service is subsequently reduced, the Customer or End User will not be entitled to any credit or refunds in relation to the period that has been paid for in advance.

7.9 Any sums due to the Company which are not paid by the Customer or End User on the date due for payment shall accrue interest at the rate of 4% above Base Rate from time to time of the National Westminster Bank plc from the date such sums become due until the date of actual payment whether before or after judgement.

7.10 Charges for the Company Services and any other charges that are levied on a recurring basis shall, when they become due, be charged to the Customer's and/or End User's credit card/debit card or such other Online Payment Facility as appropriate or collected via the Customer's direct debit facility or invoiced to the Customer for payment by cheque. Where for any reason payment of any recurring charge is not paid when it falls due, the Company may exercise its rights under Clauses 8, 9 and 10 of these Conditions.

7.11 If the Customer or End User discovers that its details have been compromised it should:

7.11.1 inform its credit card company and the Company of the unauthorised use as soon as it is discovered; and

7.11.2 co-operate with the credit card company and the Company, and if necessary, the police in relation to unauthorised

use.

7.12 The Customer shall keep the Company informed immediately of any changes in circumstances (including any change of Email address) or payment instructions and the Company shall not be liable for any costs incurred by the Customer arising from or in any way connected with the Customer's failure to comply with the terms of this Clause 7.12.

8 Cancellation and Refund Policy

8.1 If the Customer is a private Customer:

8.1.1 Agreements for the purchase of Company Services and/or Equipment made over the telephone or through the Company's website/portal, or by mail order, are, with the exception of certain excepted agreements subject to The Consumer Protection (Distance Selling) Regulations 2000 ("the Regulations").

8.1.2 If the Customer purchased Company Services then the Customer may cancel this Contract in relation to the Company Services in accordance with the Regulations within 7 working days beginning on the day after the day on which the Contract is concluded. If the Company Services include line installation then, in relation to the line installation service and related Company Services, this 7 day period is deemed to commence on the day after the day on which the Customer line is installed. In any 7 day period under this paragraph, the Customer loses the right to cancel if the Company Service is used or otherwise performed within the 7 day period.

8.1.3 If the Customer has purchased Equipment, then the Customer may cancel this Contract in relation to the Equipment in accordance with the Regulations within 7 working days beginning with the day after the day on which the Customer receives the Equipment.

8.1.4 In accordance with the Regulations, the following exceptions apply to the right to cancel under clauses 1.2 and 1.3. Where they are supplied to the Customer on-line, audio or video recordings or computer software shall be deemed to be unsealed when downloaded. The Customer has no right to cancel in relation to the following contracts: for the supply of any goods made to the Customer's specifications or clearly personalised or which by their nature cannot be returned or are liable to deteriorate rapidly; for the supply of goods or services the price of which is dependant on fluctuations in the financial market which cannot be controlled by the Company.

8.1.5 If the Regulations apply, the Customer may cancel Company Services or Equipment purchased from the Company by sending written notice of cancellation by post or hand delivery addressed to Customer Services at the address available the Website.

8.1.6 The Customer will be responsible for the cost of returning the Equipment if it exercises this right of cancellation under the Regulations. If the Customer does not actually return the Equipment to the Company, the Customer is under a duty to make the Equipment available for collection at the Customer's expense from the address to which it was delivered.

8.1.7 The Customer is under a duty to retain possession of the Equipment whilst awaiting return to the Company and to take reasonable care of it during this period. The Customer will be liable for any loss of or damage to the Equipment if the Customer fails to comply with this obligation.

8.2 If the Customer is a business Customer, the Regulations, and Clause 8.1, do not apply.

8.3 Subject always to Clause 8.4, the Customer may cancel the Company Service and terminate the Contract by providing at least 30 days written notice to the Company, such notice to expire only at the end of the Initial Term or any Renewal Term and be sent by Email to cancellations@186k.co.uk

8.4 The Customer may only terminate the Contract prior to the end of the Term (whether the Initial Term or any Renewal Term) upon

payment in full of any and all Charges and other amounts due or to become due to the Company between the date upon which notice is served until the expiry of the Term (whether the Initial Term or any Renewal Term) without deduction set-off or withholding.

8.5 Cancellation of any Additional Service is subject to the terms and conditions of the relevant Additional Service in Clause 4 and as notified by the Company to the Customer at the time of purchase of the relevant Additional Service.

8.6 Transfer requests for Additional Services, Domain Service and Company Support Services will only be considered after the Term (whether the Initial Term or any Renewal Term) has fully matured or if payment of the Charges for the remainder of the Term (whether the Initial Term or any Renewal Term) of the relevant Company Services is made together with an administration fee.

8.7 Upon cancellation in accordance with this Clause 8, any refund to the Customer or End User shall be at the sole discretion of the Company and may be subject to the deduction of a reasonable administration fee.

8.8 It is the Customer's responsibility to cancel its Online Payment Facility or Direct Debit instruction and should the Customer fail to cancel such facilities and the Company subsequently received additional payments from the Customer, the Company will provide a refund to the Customer less an administration fee of 7.5% of the refunded amount.

8.9 As a result of BT introducing an ADSL cease charge:

8.9.1 In the event that the Company receives a BT or third party broadband provider initiated cease notification for the Customer's broadband service the Customer acknowledges and agrees that it will be responsible for all Charges on the Customer's account to date of cease including an additional ADSL cease charge detailed in the Price List and on the Website at www.186k.co.uk/Policies

8.9.2 If the Customer, and or the Company, request a cancellation or cease for the Customer's ADSL service, the Customer will be responsible for all Charges outstanding on the Customer's account to date of cease including an additional ADSL cease charge detailed in the Price List.

8.9.3 Ceases can only be provided by the Company to the Customer by the Customer following the cease request process detailed on the Website at www.186k.co.uk/Policies and for the avoidance of doubt no other form of communication with the Company in relation to cease requests will be acknowledged or accepted by the Company.

8.10 In the event that the Customer requests a MAC, a final bill will be generated by the Company for payment by the Customer. If payment in full is not received from the Customer, the Customer hereby authorises the Company to deduct any outstanding payments from the credit or debit card listed on the Customer's account, or via direct debit if the Customer pays via this method on an ongoing basis, without notice. MAC codes can only be requested by the Customer following the MAC code process detailed on the Website at www.186k.co.uk/Policies and for the avoidance of doubt no other form of communication with the Company in relation to MAC codes will be acknowledged or accepted by the Company.

9 Suspension

9.1 The Company Service may be suspended at any time (including peak times) by the Company. The Company may, at its sole discretion, give notice of suspension to the Customer (but is not obliged to do so) and without prejudice to the Company's rights of termination under Clause 10 suspension will take effect in the event of the following and that the Customer has not remedied such problems during such notice period (if any):

9.1.1 Failure by the Customer to make any payment to be made to the Company on its due date for payment; or

9.1.2 If the Customer does anything which jeopardises the Company Service or any network to which the Customer is from time to time connected; or

9.1.3 If the Customer's credit limit has been exceeded; or

9.1.4 If the Customer is otherwise in material breach of these Conditions, which includes, without limitation any act of fraud.

9.2 Any such suspension shall not affect the liability of the Customer to pay the Charges and/or any other amounts payable to the Company.

9.3 The End User account or the Customer's Service may be suspended at anytime (including peak times) by the Company. The Company may, at its sole discretion, give notice of suspension to the End User/Customer (but is not obliged to do so) and without prejudice to the Company's rights of termination under Clause 10 suspension will take effect in the event of the following and that the End User/Customer has not remedied such problems during such notice period (if any):

9.3.1 Failure by the Customer to make any payment to be made to the Company on its due date for payment; or

9.3.2 If the End User does anything which jeopardises the Company Service or any network to which the End User is from time to time connected; or

9.3.3 If the End Users credit limit has been exceeded; or

9.3.4 If the End User is otherwise in material breach of these Conditions, which includes, without limitation any act of fraud; or

9.3.5 If, at any time, the End User cancels the Online Payment Facility or Direct Debit instruction.

9.4 During any period of suspension of the Customer's Service the Company reserves the right:

9.4.1 to refuse to release the control or IPS Tag of any associated Domain Name; or

9.4.2 to not suspend an End User's Service as long as the Company is receiving payment in cleared funds from that End User for services provided and until such time as the End User can be migrated to another Company Service account if applicable.

10 Termination

10.1 Notwithstanding any other rights the Company or the Customer may have under these Conditions, the Company may terminate the Contract by giving at least 7 days prior written notice and in the event that the other party has not remedied such problem during the 7 day notice period if:

10.1.1 the Customer convenes a meeting of its creditors, or a proposal is made for a voluntary arrangement within Part I of

the Insolvency Act 1986, or a proposal is made for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors; or

- 10.1.2 the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 10.1.3 a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer; or
- 10.1.4 a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding-up of the Customer's business or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- 10.1.5 a bankruptcy petition is presented against the Customer or it has a bankruptcy order or an interim order made against it under the Insolvency Act or (in Scotland) becomes bankrupt or is sequestrated; or
- 10.1.6 the Customer ceases, or threatens to cease, to carry on business; or
- 10.1.7 any attachment order is made against the Customer or any distress, diligence, execution or other legal process is levied on any property of the Customer; or
- 10.1.8 the Customer fails in any respect to comply with these Conditions; or
- 10.1.9 the Customer is in breach any of the terms in Clause 12 below; or
- 10.1.10 the Company reasonably apprehends that any of the events mentioned above is about to occur.

11 Consequences of Termination

- 11.1 The Customer agrees that the Company may terminate their account and those of its End Users (including username and password) in accordance with Clause 10 and delete all email addresses, emails, web space and other data stored on any servers controlled by the Company provided that for the payment of a reasonable fee that all the data is transferred to the order of the Customer or his agent. Such fee to be determined solely by the Company.

12 Liability

- 12.1 Nothing in these Conditions shall restrict or exclude either party's liability for fraud, death or personal injury.
- 12.2 The Customer shall not be entitled to any liquidated compensation or refund payment for unavailability of or interruptions to the Company Service.
- 12.3 The Company shall have no liability to the Customer in respect of 3rd party Internet criminal activity or in respect of billing, payment or other information that passes between the Company and the Customer over the Internet in relation to the provision of the Company Service.
- 12.4 The Company's total liability in contract, tort or otherwise (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision or performance of the Company Service shall be limited to the Charges (including Additional Charges) paid by the Customer to the Company in the calendar year in which any such claim arises.
- 12.5 The Customer undertakes to fully indemnify and keep indemnified and hold harmless the Company, and its officers, directors and

employees, immediately on demand, against all losses, claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Conditions by the Customer, or any of its End Users, or any other liabilities arising out of the Customer's or any of its End User's use of the Company Service.

12.6 The Customer agrees that the Company shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with this Contract, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary loss (even where the Company has been advised of the possibility of such loss or damage).

13 Acceptable Use Policy & Code of Practise

13.1 The provision of the Company Service is subject to the Company's acceptable use policy at <http://www.186k.co.uk/Policies> which is incorporated into these Conditions

14 Data Protection

14.1 The Company may retain the Customer and End User's personal data for the following purposes:

14.1.1 provision of the Company Service;

14.1.2 keeping of a record for a reasonable period after termination of the Company Service;

14.1.3 operation and enforcement of these Conditions;

14.1.4 technical maintenance and support;

14.1.5 providing information about the Company Service;

14.1.6 legal compliance; or

14.1.7 transferring it to another company in the event of a sale of the Company or an Associated Company.

14.2 Without limitation, the Customer and its End User's expressly authorise the Company to use its personal data and other financial information in connection with any investigation, including by disclosing it to any third party whom the Company consider has a legitimate interest in any investigation or its outcome.

14.3 Each party shall for the duration of the Contract governed by these Conditions comply with the provisions of the Data Protection Act 1998, (including the data protection principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not permit anything to be done which might cause or otherwise result in a breach by either party of the same.

14.4 The Company possesses the right to communicate with the Customer regularly via, but not limited to, Email.

14.5 The Company may, from time to time, send the Customer information relating to the services of other companies that the Company feels may be of interest to the Customer. If the Customer does not want to receive such information, it is to inform the

Company in writing.

14.6 The Company has the right to deny the Customer Support Service to the Customer if the Customer fails to demonstrate to the Company representative upon receipt of a phone call or e-mail from the Company that they are indeed the Customer and therefore authorised to request that changes be made on the account. The Customer acknowledges that it may not always be possible for the Company to guarantee that breaches will not occur and therefore agrees to cooperate with the Company's staff in its requests for Customer authentication.

15 General Provisions

15.1 The Contract and/or obligations under the Contract may be assigned by the Company to any third party or Associated or holding company or subsidiary company (which terms are defined in section 736 of the Companies Act 1985) without the consent of the Customer.

15.2 This Contract constitutes the entire agreement between the Company and the Customer.

15.3 Any notice required, or permitted to be given, by either party to the other under these conditions may be given by Email or by conventional mail at the relevant addresses provided to each other hereunder. Any such notice sent by Email shall be deemed served upon receipt by the party posting the same of an acknowledgement, and if posted using conventional mail, 48 hours after posting.

15.4 No waiver by the Company of any breach of any provision of this Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.5 If any provision of these Conditions is held by any competent authority to be illegal invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.6 Both parties acknowledge that no joint venture, partnership, employment or agency relationship exists between them as a result of this Contract or otherwise.

15.7 Where two or more persons or bodies corporate are stated to be the Customer, each of those persons or bodies corporate as the case may be shall be jointly and severally liable for the performance of the obligations of the Customer set out in this Contract.

15.8 The Company reserves the right to send a monthly Email to the Customer informing them of changes to the Company Service and of any new services that may become available from time to time.

15.9 In the event of any change in the Customer's or End User contact details (postal address, email address, or phone number), the Customer shall supply the Company with updated details.

15.10 These Conditions shall apply in respect of each Additional Service in addition to the special terms relating to such Additional

Service.

15.11 This Contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts

16 Variation of Terms and Conditions

16.1 The Company may vary any of these terms and/or Conditions from time to time by publishing such variations on the Website.

16.2 The Customer will review the Website at least once every 30 days to check whether any variations have been made.

16.3 The Customer's continued use of the Company Service will constitute the Customer's acceptance of the variation of these Conditions and any variation of these Conditions will not give rise to any right of the Customer to terminate the Contract.

16.4 The Company shall have the right at any time, in its sole discretion, to make modifications, additions or deletions to the the Company Service. Any changes to these Conditions shall be published on the Website.

17 Disclaimer

17.1 The Company Service is provided on an "as is" and "as available" basis, and the Company hereby expressly excludes to the maximum extent permitted by law all warranties or representations, whether oral or in writing and whether express or implied either by operation of law, statutory or otherwise, in relation to it, including, but not limited to, implied warranties that the Company Service will be uninterrupted, timely, secure or error-free.

17.2 In no circumstance will the Company be liable for any claims resulting from the use or inability to use the Company Service - including, but not limited to, service interruptions, client errors, Internet connectivity problems, miscommunications, unauthorised access to the Company Service or the Company Network, Registrar/Nominet problems, WorldPay problems, DNS caching problems, Internet bandwidth congestion, power failures, vandalism, and natural disasters or failure of any services provided by third party companies and their associated systems and services.

17.3 The Company excludes all liability of any kind for the information or any other material published or otherwise made available by the Customer, its End User or any other person on any web site that the Customer or End User may establish using the Company Service or the Company Network.