

Terms and Conditions for ADSL Internet Access Services

You must read and accept these Terms and Conditions before you can receive ADSL Internet Access Services from us, Vault5 Ltd, a company registered in England and Wales (company number 5259393) whose registered office is at 70 Warwick Street, Digbeth, Birmingham, B12 0NL. You have requested that we provide certain ADSL Internet Access Services ("ADSL Internet Access Services") to you at the date of this Agreement. These Terms and Conditions set out our agreement for the provision of ADSL Internet Access Services to you (the "Agreement").

1. Commencement and duration of this Agreement

1.1 This Agreement commences on the date we accept your request to receive ADSL Internet Access Services (the "Commencement Date") and will continue indefinitely until terminated earlier by you or us in accordance with Clause 9.

2. Our provision of the ADSL Internet Access Services

2.1 We will provide the ADSL Internet Access Services set out in your order form to you with reasonable skill and care and in accordance with the provisions of this Agreement. We can only provide ADSL Internet Access Services in areas of the United Kingdom where we are technically able to from time to time.

2.2 In order to use the ADSL Internet Access Services, you need a BT telephone line and a personal computer of a minimum specification.

2.3 We cannot guarantee that the ADSL Internet Access Services will be fault free. However, if a fault occurs, you should report the fault by telephone, electronic mail or in writing to us and we will endeavour to rectify the fault as soon as reasonably practicable.

2.4 We may suspend the ADSL Internet Access Services where necessary for operational reasons such as repair, maintenance or improvement of the Services or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of downtime of the ADSL Internet Access Services by posting a notice on our web site or sending you an e-mail or by any other reasonable means. We will restore the ADSL Internet Access Services after suspension as soon as reasonably practicable.

2.5 We may, for operational or other reasons, change any codes or the numbers allocated to you or the specification of the Services. We may also modify or update the ADSL Internet Access Services. Any such changes will not materially affect the ADSL Internet Access Services.

2.6 In order to register for the ADSL Internet Access Service you must be (and hereby warrant that you are) at least 18 years of age and resident in the United Kingdom.

2.7 Customer Premises Equipment supplied with the service is provided on a loan basis and remains the property of Vault5 Ltd.

3. Fees

3.1 You agree to pay us the appropriate charges for your ADSL Internet Access Services as detailed in our Price List (the "Fees") according to our Invoice to you and our specified payment terms.

3.2 Failure to pay:

3.2.1 If you fail to pay the Fees within the specified terms for payment for any reason, we reserve the right to immediately withdraw your entitlement to the ADSL Internet Access Services. We may also charge an administration fee as detailed in our Price List.

3.2.2 If you fail to pay the Fees we may send a letter to you requiring full payment of the Fees within 10 days.

3.2.3 If you fail to pay the Fees within the 10 day period referred to in any letter sent by us to you then at any time 18 days after the original due date for payment, (i) we may charge a further administration fee (as detailed in our Price List) together with a fee for the submission of a further warning letter (again as detailed in our Price List); and (ii) we may send a letter to you requesting the discharge of your account in full, which must be effected within 7 days from the date of this letter, failing which we reserve the right to refer your outstanding account to our credit control department.

3.2.4 If your Fees remain unpaid 32 days after the original due date for payment, your ADSL Internet Access Service and this Agreement may be terminated by us and appropriate action may be taken by us to collect the outstanding sums.

4. Your use of the ADSL Internet Access Services

4.1 These ADSL Internet Access Services are provided solely for your use and you may not resell or attempt to resell the ADSL Internet Access Services (or any part of it) to any third party.

4.2 You must not use the ADSL Internet Access Services:

4.2.1 in a way that is in unlawful or fraudulent; or

4.2.2 to deliver, knowingly receive, upload, download, use or re-use any information or material which is abusive, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights; or

4.2.3 to send or to promote the sending of any unsolicited advertising or promotional material; or

4.2.4 in a way which infringes any third party's Intellectual Property Rights; or

4.2.5 in a way that does not comply with any written or electronic instructions sent by us to you or posted on our web site by us from time to time.

4.3 You shall be responsible for any losses, expenses or other costs incurred by us that are caused by your breach of Clauses 4.1 or 4.2. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.

4.4 You acknowledge that we will not be responsible for any sites, goods or services offered or made available on the Internet provided by third parties.

5. User names and Password

5.1 You must ensure that your user name(s) and password(s) used in connection with the ADSL Internet Access Services are kept confidential and are only used by authorised users. You must inform us immediately if you know or suspect that your user name(s) or password(s) has been disclosed to an unauthorised user or is being used in an unauthorised way. You must not change or attempt to change a user name without our consent.

5.2 We may:

5.2.1 suspend your user name(s) and password(s) if at any time we think that there is or is likely to be a breach of security; and

5.2.2 ask you to change any password(s).

5.3 You must provide accurate information when you for our service and inform us immediately if there are any changes to that information.

5.4 You accept and acknowledge that the ADSL Internet Access Services, like other Internet applications, are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the ADSL Internet Access Services.

6. Personal Data

6.1 We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain the ADSL Internet Access Services. Please note that we may record your telephone calls to us and we will keep a record of your personal data you have provided to us or which we have legitimately obtained in connection with the ADSL Internet Access Services.

6.2 We will comply with the Data Protection Act 1998 and other any applicable data protection legislation. By registering for the ADSL Internet Access Services you consent to our using and/or disclosing your personal information for the following purposes:

6.2.1 processing your application, which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal information and account details to a bank for the purposes of electronic funds transfer;

6.2.2 providing, or arranging for third parties to provide, help desk facilities which may be available to you and to bill you for the ADSL Internet Access Services which may involve disclosing your personal information to third parties solely for those purposes;

6.2.3 to selected third parties for the purposes of providing and operating the ADSL Internet Access Services; and

6.2.4 providing, or arranging for third parties to provide, any additional services you request from us;

6.2.5 as required or permitted by law from time to time.

6.3 We will not use your personal data for marketing other products and services or any third party products and services without having given you the opportunity to opt out of such marketing opportunities.

7. Intellectual Property Rights

7.1 You warrant that you are entitled to use any trademark or name that you are seeking to use in any Domain Name(s) uniform resource locator ("URL") or e-mail address.

7.2 We may require you to change your Domain Names, URL or e-mail address and we may suspend the ADSL Internet Access Services if we reasonably believe that any Domain Name, URL or e-mail address you are using is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of Clause 4.

8. Limitation of liability

8.1 Nothing in this Agreement excludes either party's liability with respect to death and personal injury resulting from the negligence of that party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit.

8.2 Neither party will be liable to the other under this contract for any loss or damage caused by it or its employees or agents in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach or any increase in loss or damages results from breach by the party suffering loss of any terms of this Agreement. Further, our liability shall not in any event include losses related to your business such as loss of data, loss of profits or business interruption.

8.3 Subject to Clauses 8.1 and 8.2, our liability to you in contract, tort, negligence or otherwise arising out of or in connection with this Agreement shall for any one incident or series of related incidents be limited to the value of the annual Fees paid (or payable) by you to us in the calendar year in which the liability first arose or the sum of £200 whichever is the greater.

9. Cancellation, Suspension and Termination of this Agreement

9.1 Subject to Clause 9.2, you have the right under the Distance Selling Regulations 2000 to give notice to cancel this Agreement within 7 working days of the date of this Agreement. Notice should be sent as set out in Clause 11.5 of this Agreement. In the event

of cancellation this Agreement shall be treated as if it had not been made.

9.2 If you use the ADSL Internet Access Services prior to the expiry of the cancellation period, as set out in Clause 9.1, you agree that you will not have the right to cancel this Agreement.

9.3 After the initial 12 month contract has elapsed either party may terminate this Agreement on giving 30 days written notice to the other at anytime and for any reason. You must pay the Fees up to an including the date of termination for all ADSL Internet Access Services you receive from us.

9.4 Subject to Clause 9.5, either party may terminate this Agreement or the ADSL Internet Access Services provided under it immediately, without notice, if the other commits a material breach of this Agreement and, where such a breach is capable of remedy, fails to remedy the breach within 14 days of a written notice to do so.

9.5 We may at our sole discretion immediately suspend or terminate this Agreement or suspend the provision of the ADSL Internet Access Services in the event that:

9.5.1 we are directed by any competent authority to cease the provision of the ADSL Internet Access Services or any part of it; or

9.5.2 you fail to pay the Fees where you are required to do so, as set out in Clause 3; or

9.5.3 any bank details submitted by you for payment cease to be valid; or

9.5.4 you use the ADSL Internet Access Services in breach of Clauses 4, 5 or 7; or

9.5.5 your agreement with your telecoms provider for your direct analogue exchange line is terminated; or

9.5.6 your use of the ADSL Internet Access Services materially disrupts the provision of our services to other customers.

9.6 If we suspend the ADSL Internet Access Services we may terminate this Agreement at any time if the circumstance(s) in Clause 9.5 remain.

10. Force Majeure

10.1 Neither party will be liable to the other for any failure to deliver the ADSL Internet Access Services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such party, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party.

11. General Provisions

11.1 We may change the terms of this Agreement (including the Fees) at any time, provided that if the change is likely to materially prejudice your use of the ADSL Internet Access Services we will give you notice of the changes at least 14 days before the change is to take effect at which time you may terminate this Agreement in accordance with Clause 9.4.

11.2 We intend to rely upon the terms and conditions set out in this Agreement. To protect your own interest, please read the terms and conditions carefully before signing. If you are in any doubt as to the meaning of the terms and conditions, please contact us.

11.3 This Agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.4 Notices given under this Agreement, other than a notice under Clause 2.4 of this Agreement, must be in writing and may be delivered by hand, courier, first class post, fax or e-mail.

Notices shall be deemed to have been given on the following dates: on the date of delivery by hand; and on the date following the date of sending by courier, first class post, fax or e-mail.

Notices must be sent to the following addresses:

11.4.1 to us at the relevant details of Vault5 Ltd set out on the first page of this Agreement or any alternative address which Vault5 Ltd notifies to you or which appears on our web site from time to time;

11.4.2 to you at the relevant details which you submit during the registration process.

11.5 We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement without giving you notice beforehand. You may not assign, sub-contract, sell or transfer your rights or obligations under this Agreement.

11.6 If any part, term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

11.7 If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement that waiver is limited to that particular breach.

12. Law

12.1 Relevant United Kingdom law applies to this Agreement and the parties submit to the exclusive jurisdiction of relevant United Kingdom Courts.