

# INTERNET SERVICES PROVIDER STANDARD TERMS AND CONDITIONS

The following terms and conditions apply to the provision of services to you by Elite Internet Services. Once Elite Internet Services has accepted your order by sending you a written confirmation or by commencing the provision of the Service (as defined below):

1. Elite Internet Services shall use reasonable endeavours to provide the service to you specified in your order ("the Service"). You acknowledge and agree that Elite Internet Services does not guarantee the provision of the Service on an uninterrupted basis but that Elite Internet Services shall use reasonable endeavours to meet the service levels, if any, which may have been specified to you. In the event that no Service Levels are specified, Elite Internet Services shall provide the relevant Service with reasonable care and skill. You further acknowledge and agree that Elite Internet Services is currently revising its Service Levels and that you accept such revised Service Levels from time to time.

2. If Elite Internet Services applies for the registration of a domain name on your behalf as part of the Service you warrant, represent and undertake as follows:

(a) that you have the right to use the name which will form the prefix of the domain name; and  
(b) by requesting Elite Internet Services to apply to register the domain name you agree to comply with the relevant registration authority's terms and conditions as specified from time to time and indemnify and keep Elite Internet Services and its directors fully and effectively indemnified at all times against all costs, claims, liabilities, losses, damages, actions and expenses (including without limitation, legal expenses) arising directly or indirectly from the registration and/or breach by you of this clause 2 including, without limitation, the relevant registration authority's terms and conditions.

3. Elite Internet Services shall use reasonable endeavours during Office Hours to provide advice and support concerning the provision of the Services to you by telephone on the customer service number specified on the Website from time to time and shall, where appropriate, seek to provide remote diagnosis and fault corrections. Elite Internet Services shall provide such advice and support with reasonable care and skill. For the avoidance of doubt, Elite Internet Services shall not be obliged to carry out any site visits or otherwise provide support other than by telephone. For the purposes of this clause 3, "Office Hours" shall mean 09.00 to 17.30 on any weekday excluding public and bank holidays in England.

4. Your sole remedy for failure by Elite Internet Services to meet the Service Levels shall be to terminate this Agreement in accordance with clause 15.

5. This Agreement shall commence on the date specified by Elite Internet Services in its confirmation of your order or the date that Elite Internet Services commences the provision of the Service (whichever is the sooner) and shall continue in force until terminated in accordance with its terms.

6. Elite Internet Services shall use reasonable endeavours to commence the provision of the Service to you by the end of the next Business Day following the day upon which payment in full for the Service is received from you. For the purposes of this Agreement, "Business Day" means any day excluding Saturday, Sunday and any bank or public holiday in England.

7. You must pay Elite Internet Services for the Service at the rate agreed with Elite Internet Services at the time of placing your order as such rate may be revised by Elite Internet Services from time to time provided that Elite Internet Services shall not revise such rate more than once in any period of twelve months and you shall pay such rate in advance on or before the beginning of each payment period as agreed with Elite Internet Services at the time of placing your order ("the due date"). Any failure by you to pay in full by the due date will entitle Elite Internet Services at any time thereafter without notice to you to terminate the provision of the Service with immediate effect.

8. You undertake and agree to:

(a) keep your contact details up to date and forthwith notify us in writing of any amendments;  
(b) keep your passwords confidential and only disclose them to such of your employees who need to know them and you will procure that those employees keep such passwords confidential; and  
(c) comply with the terms and conditions of use of any third party networks and services used in the provision of the Service which are not directly operated or provided by Elite Internet Services and/or which are not under the control of Elite Internet Services.

9. You acknowledge and agree that:

(a) from time to time, the Service may be closed down and suspended in order for work to be carried out relating to the upgrading or maintenance of the Service or for other reasons relating to the provision of the Service. Elite Internet Services shall use reasonable endeavours to give you reasonable notice of such closure and suspension and shall use reasonable endeavours to ensure that such works are carried out as quickly as reasonably practicable;  
(b) Elite Internet Services is entitled to alter or transfer IP addresses from time to time for any reason whatsoever. Whilst Elite Internet Services shall use reasonable endeavours to give reasonable notice of such alteration or transfer, Elite Internet Services does not guarantee this. All IP addresses supplied are supplied as a non-portable RIPE, ARIN or APNIC PA address space and remain the property of Elite Internet Services and must not be used on termination of the Service and Elite Internet Services shall thereafter be entitled to use such IP addresses for any purpose whatsoever. No IP addresses are transferable to other service providers; and  
(c) In the case of Services comprising Leased Lines, ADSL or SDSL, in each case as specified on the Website, Elite Internet Services is providing the Service using services provided by third parties and that without prejudice to clause 8(c) Elite Internet Services shall not be liable under this Agreement for a failure or degradation in respect of such Service if it is due to an act or omission of such third party.

10. By submitting your order for the provision of the Service on the terms and conditions of this Agreement you hereby expressly consent to Elite Internet Services using any and all information provided by you from time to time for any purpose whatsoever including, without limitation, the marketing of Elite Internet Services products and/or services to you and the sending to you of e-mails concerning Elite Internet Services products and services and or any technical announcements by Elite Internet Services concerning the Service and you hereby expressly consent to Elite Internet Services transferring the information to any third party that is a group undertaking of Elite Internet Services (as defined in Section 259 of the Companies Act 1985 (as amended)) anywhere in the world. For the avoidance of doubt, Elite Internet Services will not sell such information to any third party.

11. All copyright, trade marks and other intellectual property rights subsisting or created in the provision of the Service shall remain the property of Elite Internet Services or its licensor and you will not derive any right, title or interest in them. You shall indemnify and keep Elite Internet Services indemnified against any and all losses, claims, liabilities, damages, demands, costs and expenses (including, without limitation, legal costs and expenses) incurred by Elite Internet Services as a result of failure by you to comply with this clause 11.

12. You and Elite Internet Services hereby agree that any information of a confidential or proprietary nature supplied to the other or generated by either party during the term of this Agreement shall not be used by the other, save for the purposes of this Agreement and shall not be disclosed to a third party, in each case, without the prior written consent of the other, whether during the term of this Agreement or after its termination or expiration.

13. Elite Internet Services may, at its sole option and without any obligation to refund monies paid by you pursuant to clause 7, terminate this Agreement immediately on written notice to you if:

(a) ordered to do so by a court of competent jurisdiction;  
(b) the use of the Service is or becomes illegal;  
(c) if there is a breach of this Agreement;  
(d) the continued use of the Service could cause technical problems on the Internet; or  
(e) you act in any way or do anything which may reasonably be construed to impugn the trade mark rights of Elite Internet Services or otherwise be detrimental to the business, goodwill or reputation of Elite Internet Services.

14. Either party may terminate this Agreement by serving not less than 28 days written notice on the other provided that if you terminate this Agreement pursuant to this clause 14 you shall not be entitled to a refund of any monies paid pursuant to clause 7, and in the case of the Services comprising Leased Lines, ADSL or SDSL in each case as specified on the Website, you shall promptly reimburse to Elite Internet Services any and all of the cancellation charges that Elite Internet Services incurs to a third party as a result of your termination of this Agreement.

15. You may terminate this Agreement immediately by serving written notice on Elite Internet Services if Elite Internet Services persistently fails to meet the Service Levels.

16. Elite Internet Services gives no warranty and makes no representation in respect of the Service save as expressly set out in this Agreement and hereby excludes, to the fullest extent permitted by law, all conditions, warranties, terms, undertakings and representations, express or implied, whether by statute, common law or otherwise in relation to such Service.

17. Elite Internet Services shall not be liable to you whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Service, including without limitation:

(a) loss of revenue; and/or  
(b) loss of anticipated savings; and/or  
(c) loss of business and/or goods; and/or  
(d) loss of goodwill; and/or  
(e) loss of use; and/or  
(f) loss and/or corruption of data and/or other information; and/or  
(g) downtime; and/or  
(h) any damage relation to the procurement of any substitute services.

For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses (a) to (h) inclusive of this clause 17 nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.

18. No waiver by either party of any provisions of this Agreement shall be binding unless made expressly and confirmed in writing. Any such waiver shall not apply to any subsequent or other matter, non-compliance or breach.

19. Notices to either party must be given in writing and sent by first class post, e-mail or facsimile to the relevant addresses specified on the Website in the case of Elite Internet Services, and in your order in your case, as amended by no less than 15 days' notice in writing by the parties from time to time. A notice shall be deemed delivered within three Business Days of posting in the case of first class post; twenty four (24) hours after sending the e-mail in the case of e-mail and on completion of the transmission as shown in the transmission report the case of facsimile.

20. No person other than a party to this Agreement shall be entitled to enforce any term of it.

21. In no event shall Elite Internet Services's liability to you whether in contract, tort, by statute or otherwise exceed the amount paid by you for the relevant Service.

22. Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or sub-contractors.

23. The terms and conditions are exclusively governed by English law and you and Elite Internet Services submit to the exclusive jurisdiction of the English courts.